

# **San Ysidro School District Governing Board**

## **AGENDA**

Thursday  
August 11, 2022  
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.

**San Ysidro School District  
Education Center Board Room  
4350 Otay Mesa Road  
San Ysidro, CA 92173**

# **GENERAL ADMINISTRATION**

**SAN YSIDRO SCHOOL DISTRICT**  
4350 Otay Mesa Road San Ysidro, CA 92173  
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

**REGULAR MEETING OF THE GOVERNING BOARD**  
**THURSDAY, JULY 14, 2022**  
**5:00 p.m.**  
**Via Zoom Teleconference**

Pursuant to AB361 and Resolution No. 21/22-0039, this Regular Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment may be submitted by email to [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Thursday, July 14, 2022 at 5:00 p.m. Public wanting to address the Governing Board telephonically submitted the Public Comment Request Form: <https://forms.gle/fDTSfJsRz6TB1LuaA> on or before Thursday, July 14, 2022 at 5:00 p.m. Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). To listen to this meeting in Spanish, please call 1 (317) 934-0230 and enter the access code (949 178 567 #). Closed Session began at 5:00 p.m. and was conducted in accordance with application sections of California law. Open Session reconvened at the conclusion of Closed Session.

**FOR CERTAIN AGENDA ITEMS THE GOVERNING BOARD ACTED AS THE LEGISLATIVE BODY FOR  
COMMUNITY FACILITIES DISTRICTS NOS. 1, 2, AND 3 OF THE SAN YSIDRO SCHOOL DISTRICT.**

**MINUTES**

**1. CALL TO ORDER** Who: Board Member Martinez Time: 5:04 p.m.

Board Member Martinez announced that this Governing Board meeting is conducted pursuant to AB361 and Resolution No. 21/22-0039.

**2. ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members Present:

Mr. Rudy Lopez, Board President - *Absent*

Mrs. Rosaleah Pallasigue, Board Vice-President

Mrs. Irene Lopez, Board Clerk

Mr. Antonio Martinez, Member

All votes during this meeting were completed by roll call.

**3. AGENDA**

The Board approved the agenda.

Motion: I. Lopez Second: Pallasigue Vote: 3-0

**4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**

Persons who wish to comment on topics included on the Closed Session Agenda item were invited to submit comments via email to the following email address [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Thursday, July 14, 2022 at 5:00 pm. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/fDTSfJsRz6TB1LuaA> on or before Thursday, July 14, 2022 at 5:00 p.m. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

There were no public comments.

Board Clerk I. Lopez made the motion to recess to Closed session, seconded by Board Vice President Pallasigue. The vote was 3-0.

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:07 p.m. in accordance with section 54954.5 regarding:**

**5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION** (González/Madera)  
Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Student v. San Ysidro School District  
OAH Case No. 20220505452

**5.2 GOVERNMENT CODE SECTION 54957.6** (Olea)  
**CONFERENCE WITH LABOR NEGOTIATORS**  
Agency Negotiators: Linda Olea, Executive Director of Human Resources  
Employee Organizations:  
San Ysidro Education Association/CTA  
California School Employees Association, Chapter 154  
Unrepresented:  
Administrators, Classified Management, Confidential/Supervisory

**5.3 GOVERNMENT CODE SECTION 54957** (Olea)  
**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

**RECONVENED into OPEN SESSION at 5:50 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

- 1) The Board approved a settlement agreement in Office of Administrative Hearings Case No. 20220505452. The motion was made by Board Clerk Irene Lopez, seconded by Board Vice President Pallasigue with all members present in a vote of 3-0 in favor with Board President Rudy Lopez absent.

**6. CALL TO ORDER** Who: Board Member Martinez Time: 5:50 p.m.

Board Member Martinez announced that this Governing Board meeting is conducted pursuant to AB361 and Resolution No. 21/22-0039.

**7. ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board  
Board Members Present:  
Mr. Rudy Lopez, Board President - *Absent*  
Mrs. Rosaleah Pallasigue, Board Vice-President  
Mrs. Irene Lopez, Board Clerk  
Mr. Antonio Martinez, Member

No board member expressed doubt that the board members participating by teleconference are not so.

**8. FLAG SALUTE** by Antonio Martinez, Board Member

**9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**

Persons who want to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address [publiccomment@sysdschools.org](mailto:publiccomment@sysdschools.org) on or before Thursday,

July 14, 2022 at 5:00 pm. Please limit comments to 300 words or less. Public wanting to address the Governing Board telephonically submitted the Public Comment Request Form: <https://forms.gle/fDTSfJsRz6TB1LuaA> on or before Thursday, July 14, 2022 at 5:00 p.m. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

**Fernanda Rios, CSEA President Chapter 154, Commented:** 1) Shared concerns regarding the costs and process for items 15.C1 and 15.C2. new and revised Assistant Superintendent positions and recruitment.

## 10. BOARD INTERVIEWS AND APPOINTMENT

The Board interviewed Board candidate and appointed Zenaida Rosario to the Governing Board.

- Zenaida Rosario

Motion: Martinez Second: I. Lopez Vote: 3-0

## 11. ADMINISTRATION OF OATH OF OFFICE - Administered by Gina Potter, Ed.D., Superintendent

## 12. ITEMS FROM THE BOARD & SUPERINTENDENT

**Board Member Rosario, Commented:** 1) July 14 will always remain as an exciting day for her. 2) Looks forward to serving the community and working together as a team for the betterment of the children's education in San Ysidro. 3) Looks forward to being back in the classroom. 4) She is here to serve.

**Board Member I. Lopez, Commented:** 1) The School Site Plans were good. 2) She is a member of the Friends of San Ysidro and they attended the grand opening of the Teen Center which used to be the old library in San Ysidro. It's nice to have something for our youth in the community. 3) Hopes that the training given to staff at our schools will help staff try their best in helping parents. 4) With Board Member Zenaida Rosario, and as a team, we can do a lot more.

**Board Vice President Pallasigue, Commented:** 1) She is happy to have Zenadia Rosario on the board. She is respected and will be well received wherever she goes throughout the district. 2) She is looking forward to the new school year.

**Board Member Martinez, Commented:** 1) He is thrilled to have Mrs. Rosario on the board. Thanked Mrs. Rosario for being with us. 2) Would like updates on the Maintenance and Facility plan, particularly, the progress on new playgrounds for La Mirada School, the Project Labor Agreement and the Beyer site. 3) He is looking forward to the new school year.

**Superintendent Potter, Commented:** 1) Welcomed Zenaida Rosario to the board. 2) We held our annual Leadership Academy with cabinet and management co-presenting important information to make sure our new year goes well. 3) We will welcome back staff to the new school year at the welcome back event on July 21, 2022. 4) Students return on July 25, 2022. 5) Thanked our team that worked so hard to reopen our schools for the new school year.

## 13. CONFERENCE SESSION

### Reports/Presentations

13.1 Casa Familiar Services - Presented by Susana Torres, Casa Familiar Social Worker

## 14. GENERAL ADMINISTRATION

### 14.1 MINUTES (Potter)

The Board approved the minutes of the Regular Board Meeting of June 23, 2022 and the Special Board Meeting of June 23, 2022.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

**14.2 RESOLUTION NO. 22/23-0014 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361 (Potter)**

The Board approved Resolution No. 22/23-0014 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

**14.3 RESOLUTION 22/23-0012 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR 2022-23 FISCAL YEAR (Adrianzen/Potter)**

The Board approved adoption of Resolution No. 22/23-0012 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2022-2023 fiscal year.

Motion: Pallasigue Second: Rosario Vote: 4-0

**14.4 RESOLUTION NO. 22/23-0013 TO PROCURE PURCHASES, WARRANTY AND INSTALLATION, MAINTENANCE AND REPAIR SERVICES THROUGH THE DEPARTMENT OF GENERAL SERVICES (DGS) CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) (Adrianzen/Potter)**

The Board approved Resolution 22/23-0013. Purchases and/or services will be paid from the General Obligation Bond funds.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

**14.5 COVID-19 MASK, TESTING & VACCINE PROTOCOLS FOR 2022-23 (Colom)**  
Information only.

**14.6 AMEND COVID PREVENTION PLAN (CPP) (Colom)**

The Board authorized an amendment to the COVID Prevention Plan in accordance with the California Department of Public Health and local guidelines for schools.

Motion: Rosario Second: I. Lopez Vote: 4-0

**14.7 SUBSTITUTE TEACHER AND SUBSTITUTE PERMIT TEACHER PAY RATES FOR THE 2022-2023 SCHOOL YEAR (Olea)**

The Board approved the Substitute Teacher and Substitute Permit Teachers pay rates for the 2022-2023 school year.

Motion: I. Lopez Second: Rosario Vote: 4-0

**14.8 AB1200 AND COLLECTIVE BARGAINING AGREEMENTS WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) (Adrianzen/Olea)**

The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education and approval of the Collective Bargaining Agreements with the California School Employees Association (CSEA) related to extra duties, wages and fringe benefits and staff reclassifications.

Motion: Pallasigue Second: Rosario Vote: 4-0

**14.9 AB1200 FOR MANAGEMENT AND CONFIDENTIAL STAFF (Adrianzen)**

The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education to provide an equivalent salary schedule increase and health & welfare benefits to certificated/classified management and classified confidential groups.

Motion: Pallasigue Second: I. Lopez Vote: 4-0

**14.10 OPEN PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S REOPENERS TO SAN YSIDRO EDUCATION ASSOCIATION FOR THE 2022-2023 SCHOOL YEAR (Olea)**

The Board opened Public Hearing for the San Ysidro School District’s Reopeners to San Ysidro Education Association for the 2022-2023 school year.

There were no public comments.

Motion: Pallasigue Second: I. Lopez Vote: 4-0

**14.11 CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S REOPENERS TO SAN YSIDRO EDUCATION ASSOCIATION FOR THE 2022-2023 SCHOOL YEAR (Olea)**

The Board closed Public Hearing for the San Ysidro School District’s Reopeners to San Ysidro Education Association for the 2022-2023 school year.

Motion: Pallasigue Second: Rosario Vote: 4-0

**14.12 REVISED TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT SUBSTITUTE SENIOR MANAGEMENT (Olea)**

The Board approved/ratified the revised offer of employment for Manuela Colom as Substitute Senior Management, effective as early as July 1, 2022.

Motion: I. Lopez Second: Rosario Vote: 4-0

**15. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar items 15C.1 and 15C.2 for discussion and to be voted on separately.

Motion: Pallasigue Second: I. Lopez Vote: 4-0

**15A. PERSONNEL – CLASSIFIED**

**RESIGNATION (Olea)**

The Board approved/ratified the resignation for the following as recommended by staff:

- 15A.1** Custodian

**EMPLOYMENT (Olea)**

The Board approved the employment for the following as recommended by staff:

- 15A.2** Administrative Clerk I
- 15A.3** Campus Aide
- 15A.4** Instructional Aides Special Education
- 15A.5** Lead Child Nutrition Specialist
- 15A.6** Outreach Consultant
- 15A.7** Testing Assistant

**RECRUITMENT (Olea)**

The Board approved/ratified to establish recruitment for the following as recommended by staff:

- 15A.8** Area Production Manager

**15B. PERSONNEL – CERTIFICATED**

**RESIGNATION (Olea)**

The Board approved/ratified the resignation for the following as recommended by staff:

- 15B.1** Classroom Teacher K-8

**EMPLOYMENT (Olea)**

The Board approved the employment for the following as recommended by staff:

- 15B.2** Classroom Teacher K-6
- 15B.3** Special Day Class Teachers
- 15B.4** Temporary Classroom Teachers K-6
- 15B.5** Temporary Classroom Teacher K-8 (English)
- 15B.6** Temporary Head Start Permit Teacher
- 15B.7** Temporary Intervention Support Teachers
- 15B.8** Temporary Preschool Permit Teachers
- 15B.9** Temporary School Counselor
- 15B.10** Temporary School Psychologists
- 15B.11** Temporary Virtual Learning Academy Special Day Class Teacher (Mod/Sev)

**RECRUITMENT (Olea)**

The Board approved/ratified to establish recruitment for the following as recommended by staff:

- 15B.12** Temporary Virtual Learning Academy Science/Physical Education Enrichment Teacher

**15C. PERSONNEL – MANAGEMENT**

**NEW JOB DESCRIPTIONS (Olea)**

The Board approved the new job descriptions for the following as recommended by staff:

- 15C.1** Assistant Superintendent of Administrative Leadership, School Support & Safety-*Pulled for discussion and to be voted on separately*

Motion: Pallasigue Second: I. Lopez Vote: 4-0

**REVISED JOB DESCRIPTIONS (Olea)**

The Board approved the revised job descriptions for the following as recommended by staff:

- 15C.2** Assistant Superintendent of Educational Leadership & Pupil Services- *Pulled for discussion and to be voted on separately*

Motion: Pallasigue Second: I. Lopez Vote: 4-0

- 15C.3** Maintenance, Operations, Transportation & Facilities Manager

**15D. CURRICULUM & INSTRUCTION**

- 15D.1 POLICIES AND PROCEDURES FOR UNIFORM COMPLAINT PROCEDURE (UCP) 1 & 4 FOR THE 2022-2023 SCHOOL YEAR (Colom)**

The Board approved the Policies and Procedures for Uniform Complaint Procedures (UCP) 1 and 4 for the 2022-2023 school year.

- 15D.2 PURCHASE OF GIMKIT PRO SUBSCRIPTION FOR VISTA DEL MAR MIDDLE SCHOOL (González/Herrera-Cevallos)**

The Board approved the purchase of the GimKit Pro 1-year subscription for Vista Del Mar Middle

School at the total cost of \$1,000.00 from the Title I Fund.

**15D.3 LICENSE SUBSCRIPTION WITH IXL LEARNING FOR THE IXL MATH PROGRAM AT VISTA DEL MAR MIDDLE SCHOOL** (González/Herrera-Cevallos)

The Board approved the license subscription with IXL Learning for the implementation of the IXL Math program at Vista Del Mar Middle School at the total cost of \$6,745.00 from the Title I Fund.

**15D.4 LICENSE SUBSCRIPTION WITH QUIZLET INC. FOR THE QUIZLET PLUS TEACHER PROGRAM** (González/Herrera-Cevallos)

The Board approved the one-year license subscription from Quizlet Inc. for the Quizlet Plus Teacher program for Vista Del Mar Middle School at the total cost of \$863.76 from the Title I fund.

**15D.5 PROFESSIONAL DEVELOPMENTS** (González)

The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

**15E. BUSINESS**

**15E.1 PURCHASING REPORT** (Adrianzen/Potter)

The Board approved/ratified the following purchase orders incurred by the District during the period June 1, 2022 through June 30, 2022. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

**15E.2 EXPENDITURE REPORT** (Adrianzen/Potter)

The Board approved/ratified the expenditures incurred by the District during the period of June 1, 2022 through June 30, 2022 for a total expenditure of \$1,871,316.45. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

**15E.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS** (Adrianzen/Potter)

The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

**15E.4 FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2021-2022** (Adrianzen/Potter)

The Board accepted the Report of William's Settlement related complaints for the fourth quarter from April 1, 2022 to June 30, 2022 of the 2021-22 school year for submission to the San Diego County Office of Education.

**15E.5 TASK ORDER NO. 2 WITH B.R. BUILDING RESOURCES COMPANY FOR THE CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES** (Adrianzen/Potter)

The Board approved Task Order No. 2 with B.R. Building Resources to provide energy program implementation services in the amount of \$307,002.75 from the CalSHAPE Grant Award.

**15E.6 CHANGE ORDER NO. 1 TO THE GEM INDUSTRIAL, INC. AGREEMENT** (Adrianzen/Potter)

The Board approved/ratified Change Order No. 1 to the GEM Industrial, Inc. Agreement for the District Office Emergency Generator Project No. 001-2021 in the amount of \$39,458.06 from the 2012 Refunding Certificates of Participation.

- 15E.7 AGREEMENT WITH EDTHEORY, LLC (González/Madera)**  
The Board approved the agreement with EdTheory, LLC to provide the District with teaching personnel specialized in special education curriculum for school year 2022-2023 at the rate of \$82.00 per hour from the Special Education, ESSER II and/or ESSER III.
- 15E.8 AGREEMENT WITH MYPT SAN DIEGO (González/Madera)**  
The Board approved the agreement with MyPT San Diego at an estimated cost up to \$40,000.00 from the Special Education fund.
- 15E.9 AGREEMENT WITH TANYA KELLER M.S. CCC-SLP ED.S/SD AAC (González/Madera)**  
The Board approved the agreement with Tanya Keller, M.S. CCC-SLP Ed.S/SD AAC for school year 2022-2023 at a rate up to \$150.00 per hour from the Special Education Fund.
- 15E.10 AGREEMENT WITH MAXIM HEALTHCARE STAFFING SERVICES, INC. FOR 2022-2023 SCHOOL YEAR (González/Madera)**  
The Board approved the agreement with Maxim Healthcare Staffing Services, Inc. to provide special education teaching staff for school year 2022-2023 at rates from \$74.00 and \$78.00 per hour from the Special Education, ESSER II and/or ESSER III fund.
- 15E.11 AMENDMENT NO. 1 TO THE MAXIM HEALTHCARE STAFFING SERVICES AGREEMENT (Colom)**  
The Board approved Amendment No. 1 to the Maxim Health Staffing Services Agreement to provide COVID-19 contact tracing services during school year 2022-2023 in an amount not to exceed \$72,000.00 from the Expanded Learning Opportunities grant fund.
- 15E.12 AGREEMENT WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES FOR 2022-23 SCHOOL YEAR (González/Madera)**  
The Board approved the agreement with SBCS Corporation to provide Mental Health Services during school year 2022-23 at the estimated cost of \$352,600.00 from the Expanded Learning Opportunities fund.
- 15E.13 RESOLUTION NO. 21/22-0042 BOARD COMPENSATION FOR MISSED MEETINGS (Potter)**  
The Board adopted Resolution No. 21/22-0042 recognizing that Antonio Martinez was absent from the Regular Board Meeting of June 23, 2022 and Special Board Meeting of June 23, 2022 due to illness and received the maximum monthly compensation for that month.
- 15E.14 AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2021-2022 (ASES PROGRAM) (González)**  
The Board approved/ratified the Amendment to the YMCA of San Diego County Memorandum of Agreement to increase the amount of the ASES grant to \$1,002,543.54 and extend the term of the agreement to December 31, 2022. Extension of fiscal timeline is to utilize the funding that was increased by the California Department of Education.
- 15E.15 MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2022-2023 21<sup>st</sup> CCLC PROGRAM (González)**  
The Board approved the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites for fiscal year 2022-23 at a cost of \$135,747.50 from the 21st Century Community Learning Centers grant.
- 15E.16 MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2022-2023 ASES PROGRAM (González)**

The Board approved the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites for fiscal year 2022-23 at a cost of \$1,002,543.54 from the After School Education and Safety (ASES) grant.

**15E.17 AGREEMENT WITH RGC GENERAL ENGINEERING INC. (Adrianzen/Potter)**

The Board approved the agreement with RGC General Engineering Inc. to provide playground modifications at the Vista Del Mar Middle School at a not to exceed cost of \$168,372.12 from the General Obligation Bond fund.

Board Vice President Pallasigue made a motion to adjourn, seconded by Board Member Rosario. The vote was 4-0.

**16. ADJOURNMENT**                      Time: 7:36 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Secretary  
Governing Board

SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA

**TO:** Governing Board  
**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**BOARD MEETING DATE:** August 11, 2022

**FROM:** Administration  Informational  
Gina A. Potter, Ed.D., Superintendent  Action

**AGENDA ITEM:** RESOLUTION NO. 22/23-0015 - CONTINUING GOVERNING BOARD  
AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361

**BACKGROUND INFORMATION:**

Executive Order N-29-20 expired Sept. 30, 2021. Legislative bodies will be required to hold public meetings in full compliance with the Brown Act, particularly Brown Act teleconferencing requirements that have been waived throughout the pandemic.

With the enactment of AB 361 signed on Sept. 16, 2021, Government Code section 54953 has been amended to provide additional flexibility for legislative bodies to meet remotely. Effective October 1, 2021, in order for a legislative body to consider the option of meeting remotely and waiving the traditional teleconference requirements found in the Brown Act, the legislative body must first determine whether an active state of emergency exists that makes meeting in-person unsafe. If a state of emergency of this nature exists, then the legislative body may hold a remote meeting if any of the following circumstances are true:

- State or local officials have imposed or recommended measures to promote social distancing; or
- The legislative body is holding a meeting to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- Any meeting thereafter the legislative body has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order for a legislative body to continue holding meetings remotely, after October 1, 2021, the state of emergency must remain active, or state or local officials continue to impose or recommend measures to promote social distancing. Furthermore, the legislative body must meet no later than 30 days following its first remote meeting held pursuant to AB 361, and no later than every 30 days thereafter, to reconsider the circumstances of the emergency and confirm, by majority vote, that either of the following circumstances exist:

- The state of emergency continues to directly impact the ability of members to meet safely in person; or
- State or local officials continue to impose or recommend social distancing measures.

A legislative body is required to place an item on their meeting agenda once every 30 days to make findings and vote on the circumstances of the emergency and/or other state or local health and safety measures to continue waiving the traditional Brown Act teleconferencing requirements.

The legislature’s intent behind passing AB 361, as described in the bill itself, is “to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.”

AB 361 will expire January 1, 2024.

The following Resolutions have been approved Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361:

October 21, 2021 - Resolution No. 21/22-0017	November 18, 2021 - Resolution 21/22-0018	December 10, 2021 - Resolution No. 21/22-0021	January 27, 2022 - Regular Board Meeting - Resolution No. 2/22-0022	February 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0024	March 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0026
April 14, 2022 - Regular Board Meeting - Resolution No. 21/22-0030	May 19, 2022 - Regular Board Meeting - Resolution No. 21/22-0037	June 9, 2022 - Regular Board Meeting - Resolution No. 21/22-0039	July 14, 2022 - Regular Board Meeting - Resolution No. 22/23-0014		

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Resolution No. 22/23-0015 extends and continues giving the Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361 as it is required to be board approved on a monthly basis.

**RECOMMENDATION:**

Approve Resolution No. 22/23-0015 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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Renewal     New     Amendment     Ratify     Other

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

N/A  
(Name of funding source and/or location)

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Recommended for:     Approval     Denial

Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 22/23-0015**

**Resolution Continuing Governing Board Authority to  
Hold Virtual Meetings Pursuant to AB 361**

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

**WHEREAS**, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

**THEREFORE, BE IT RESOLVED** that the Governing Board of San Ysidro School District finds that the Governor's March 4, 2020 declaration of a state of emergency due to the COVID-19 pandemic remains active.

**RESOLUTION NO. 22/23-0015**

**BE IT FURTHER RESOLVED**, the Governing Board of San Ysidro School District finds that due to the state of emergency, meeting in person at Board meetings any and at all district committees that conduct meetings pursuant to the Brown Act, would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of immuno-compromised trustee(s), staff and the public.

**PASSED AND ADOPTED** by the following vote of the Governing Board of the San Ysidro School District, County of San Diego, State of California on August 11, 2022.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

**SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:**

\_\_\_\_\_  
Board President, Rudy Lopez

\_\_\_\_\_  
Board Vice-President, Rosaleah Pallasigue

\_\_\_\_\_  
Board Clerk, Irene Lopez

\_\_\_\_\_  
Member, Antonio Martinez

\_\_\_\_\_  
Member, Zenaida Rosario

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Educational Services  Informational  
Cynthia Gonzalez, Executive Director  Action

**AGENDA ITEM:** PATHWAYS PROGRAM OVERVIEW

---

**BACKGROUND INFORMATION:**

With the interest and request from our students and parents and with the vision and support from our Governing Board, the Pathways Program was established and commenced in October 2018. Pathways is a before and after school program designed to offer students the opportunity to engage in several enrichment programs so they can be active, have fun and learn. To best offer a safe and caring environment, all activities are designed and facilitated by San Ysidro School District staff.

The Pathways Program is part of the Expanded Learning Opportunities Program Plan for our District pursuant to the requirements in California *Education Code Section 46120* ~ It is the intent of the Legislature that all local educational agencies offer all unduplicated pupils in classroom-based instructional programs access to comprehensive after school and intersessional expanded learning opportunities.

**RECOMMENDATION:**

Information only.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Action 1.20: Implement Intersession Program for an expanded learning opportunity to provide enrichment programs to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

---

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No



2022 - 2023

Luis Ramos, Director of Education Services  
San Ysidro School Board Presentation  
August 11, 2022

Vision: With the interest and request from our students and parents, and with the vision and support from our Board of Governance, Pathways was established and commenced on October 8, 2018. Pathways is a before and after program designed to offer students the opportunity to engage in several enrichment programs so they can be active, have fun and learn. To best offer a safe and caring environment, all activities are designed and facilitated by our very own San Ysidro School District Staff

## Proposed 22 - 23 Calendar

**Start Date: August 29, 2022**

**End Date: June 2, 2023**

### 26 Weeks Program Sessions

	<u>Enrollment</u>		<u>First Day</u>		<u>Last Day</u>
<b>Fall:</b>	8/15 – 8/19		August 29		November 10
<b>Winter:</b>	12/5 – 12/9		January 17		March 10
<b>Spring:</b>	3/6 – 3/10		April 10		June 2

**\* Acceptance Information to parents/students dates: August 22 - 26**

# Sample Pathways Programs

- Soccer
- Softball
- Baseball
- Basketball
- Track and Field
- Volleyball
- Taekwondo
- Karate
- Cross Country

\*Middle School  
Sports League

- Singing
- Theater
- Cooking/Nutrition
- Sewing
- Art Class
- Arts & Crafts
- Drawing with Math
- Stop Motion Films
- Folkloric Dance
- Dance
- Fitness
- Yoga

- Language
- Chess
- Robotics
- Prodigy
- STEM
- Science
- Math Games
- Adelante
- Niña/Señorita Latina

# Contact Information

## Elementary School Leads:

- ❑ La Mirada: Marielena Amezcua
- ❑ OVHS: Alejandro Vargas
- ❑ Smythe: Sylvia Lugo
- ❑ Sunset: Karla Montanez-meza
- ❑ SYMS: Michelle Patterson
- ❑ VDM: Nirvana Bustos
- ❑ Willow: Erika Aviles

## Middle School Leads:

- ❑ **Vista Del Mar:**
  - Nirvana Bustos
- ❑ **San Ysidro Middle School:**
  - Michelle Patterson
- ❑ **Middle School Athletic League**  
**Administrative Support:**
  - Marlo Vazquez

Thank you!



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** 2022-23 45-DAY BUDGET UPDATE

---

**BACKGROUND INFORMATION:**

Education Code Section (E.C.) 42127 specifies the requirement that districts adopt a budget for the following year by July 1. For districts that have elected the single-budget adoption, E.C. 42127(i)(4) states that, "Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act." The Budget was signed on June 27, 2022, which means that the 45 days falls on Thursday, August 11, 2022. Note: this does not specify that revisions must be made; rather, it requires that any revisions that the district chooses to make be available for public review within 45 days after the Governor signs the Budget.

**RECOMMENDATION:**

Approve the 2022-23 45-day budget update.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

(Amount)

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**2022-23 45 Day Budget Update (Estimated)**

**San Ysidro School District**

Pursuant to Ed Code 42127(h), "Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act."

The Budget Act was officially signed by the Governor on June 27, 2022. The major changes between the May Revise and the Adopted State Budget that require revenue and expenditure revisions are as follows:

The district's 45 Day Budget Revision includes an increase to the LCFF investment from 3% to 6.28%. The statutory COLA remains at the same rate of 6.56%. The LCFF calculation is amended to allow the district to use the greater of current year, prior year, or the average of the most recent three prior years' ADA. The State budget established the Learning Recovery Emergency Block Grant which will be calculated on unduplicated pupil counts, the Arts, Music and Instructional Materials Discretionary Block Grant to be allocated on a per-pupil basis and an increase to the Expanded Learning Opportunities Program.

	<b>Board Adopted Budget</b>	<b>Estimated 45 Day Budget Revision</b>	<b>Estimated Difference</b>	<b>Descriptions/Explanation</b>
<b>Revenues</b>				
LCFF	52,726,092	55,090,473	2,364,381	Increase in the Additional LCFF Investment from 3% to 6.28%; adjustment to the ADA based on the greater of the 21-22 ADA or the 19-20 attendance rate applied to the 21-22 enrollment; must have met specified independent study requirements
Federal	5,884,689	5,884,689	-	
State	8,869,338	22,530,173	13,660,835	The addition of the Arts, Music and Instructional Materials Discretionary Block Grant and the Learning Recovery Emergency Block Grant. Additionally, an increase to the Expanded Learning Opportunities Program allocation.
Local	4,142,543	4,142,543	-	
<b>Total Revenues</b>	<b>71,622,662</b>	<b>87,647,878</b>	<b>16,025,216</b>	
<b>Expenditures</b>				
Certificated	28,057,316	28,118,645	61,329	Increase in concentration funds (Expenditure TBD)
Classified	11,128,222	11,128,222	-	
Employee Benefits	18,085,491	18,099,898	14,407	Increase in concentration funds (Expenditure TBD)
Books & Supplies	2,024,952	2,024,952	-	
Services and Other Operating	12,275,152	26,306,764	14,031,612	Expenditure plans may be required for the Arts, Music and Instructional Materials Discretionary Block Grant and the Learning Recovery Emergency Block Grant. Increase to Routine Restricted Maintenance Account (RRMA-3%)
Capital Outlay	-	-	-	
Other Outgo	391,000	391,000	-	
Indirect Costs	(181,622)	(181,622)	-	
Interfund Transfers			-	
<b>Total Expenditures</b>	<b>71,780,512</b>	<b>85,887,860</b>	<b>14,107,348</b>	

<b>Net Increase (Decrease) in Fund Balance</b>	(157,850.42)	1,760,017.58	#####	
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Beginning Fund Balance	4,282,830	4,282,830	-	
<b>Projected Ending Balance, June 30, 2023</b>	<b>4,124,980</b>	<b>6,042,848</b>	<b>1,917,868</b>	
Required and Restricted Reserve	366,387	366,387	-	
Assignments			-	
ADA Overstatement Repayment	821,625	821,625	-	
Textbook Adoption	783,552	783,552	-	
Declining Enrollment		1,200,000	1,200,000	Decline in Enrollment; approximately 100 students every year
Reserve for Economic Uncertainties	2,153,415	2,576,636	423,221	REU = 3% of total expenditures
Unassigned/Unappropriated Amount	1	294,648	294,647	

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Human Resources  
Linda Olea, Executive Director

Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 22/23-0016 - AUTHORIZING THE TEACHING ASSIGNMENT OF A MULTIPLE SUBJECT TEACHER TO A SINGLE SUBJECT CLASS PURSUANT TO EDUCATION CODE SECTION 44256(b)

---

**BACKGROUND INFORMATION:**

Annually, the District is required by the California Education Code Section 44256(b) to certify that teachers have met legal requirements to be authorized to teach in certain departmentalized subject areas. Teachers, whose credential authorizations cover the subject matter they are teaching, are not required to be confirmed through Board resolution. However, the Education Code does require resolutions for certain teachers as outlined below:

Education Code 44256(b) resolutions are for teachers whose multiple subject or standard elementary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject to be taught.

The resolution is to satisfy code requirements for the 2022-2023 school year. The following employee is affected by this resolution:

- Eriberto Garcia – San Ysidro Middle School – Computer Science

**RECOMMENDATION:**

Approve/ratify the adoption of Resolution No. 22/23-0016 authorizing the teaching assignment of a multiple subject teacher to a single subject class pursuant to Education Code Section 44256(b).

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #1: Student Achievement – 1.5 Staffing

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

--

(Amount)

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT**

**RESOLUTION NO. 22/23-0016**

**RESOLUTION AUTHORIZING ASSIGNMENT TO SINGLE SUBJECT CLASS**

**WHEREAS**, California Education Code Section 44256(b) states: "Multiple subject instruction" means the practice of assignment of teachers and students for multiple subject matter instruction, as is commonly practiced in California elementary schools and as is commonly practiced in early childhood education.

The holder of a multiple subject teaching credential or a standard elementary credential who has completed 20 semester hours of coursework or 10 semester hours of upper division or graduate coursework approved by the commission at an accredited institution in any subject commonly taught in grades 9 and below shall be eligible to have that subject appear on the credential as authorization to teach the subject in departmentalized classes in grades 9 and below. The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent. However, the commission, by regulation, may provide that evidence of additional competence is necessary for instruction in particular subjects, including, but not limited to, foreign languages. The commission may establish and implement alternative requirements for additional authorizations to the multiple subject credential on the basis of specialized needs.

**WHEREAS**, the San Ysidro School District has a need for a qualified single subject teacher.

**WHEREAS**, Mr. Eriberto Garcia meets the requirements established by California Education Code Section 44256(b). Mr. Garcia holds a Multiple Subject Credential and has completed at least twelve (12) semester units of course work in the field of Math.

**WHEREAS**, Mr. Garcia is currently a classroom teacher assigned to teach a single subject class (Math - Computer Science) at the San Ysidro Middle School in grades 7 and 8 during 2022-2023 school year; and

**WHEREAS**, Mr. Garcia has given his written consent to be assigned to a single subject position (Math – Computer Science) for school year 2022-2023;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board that it hereby authorizes the San Ysidro School District to assign Mr. Eriberto Garcia to the aforementioned teaching assignment for the 2022-2023 school year, pursuant to the provisions of California Education Code Section 44256(b).

**ADOPTED** by the Governing Board of the San Ysidro School District at a regular meeting of said Board on August 11, 2022 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN DIEGO )

I, Irene Lopez, Clerk to the Governing Board, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution passed and adopted by the said Board at a regular and conducted meeting held on said date.

\_\_\_\_\_  
Irene Lopez,  
Clerk to the Governing Board



GOVERNING BOARD

Rudy Lopez, President  
Rosaleah Pallasigue, Vice-President

Irene Lopez, Clerk  
Antonio Martinez, Member  
Zenaida Rosario, Member

Quality education and opportunity for all students to succeed

My signature below confirms that I have consented to the following assignment for the 2022/2023 school year:

Math - Computer Science

Eriberto Garcia

Print Name



Signature

8/5-22

Date

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Human Resources  
Linda Olea, Executive Director

Informational  
 Action

**AGENDA ITEM:** TEMPORARY CLASSIFIED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR STATE AND FEDERAL COMPLIANCE EXTRA HELP FOR CHILD NUTRITION

---

**BACKGROUND INFORMATION:**

The Board of Trustees hereby offer Sarah Spero employment in the management position, State and Federal Compliance Extra Help for Child Nutrition, effective as early as August 15, 2022. As a State and Federal Compliance Extra Help for Child Nutrition, Ms. Spero will be responsible for performing various duties related to State and Federal Compliance within the Child Nutrition Department.

**RECOMMENDATION:**

Approve the offer of employment for Sarah Spero as State and Federal Compliance Extra Help for Child Nutrition, effective as early as August 15, 2022.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #1: Student Achievement – 1.5 Staffing

---

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

\$75/hour

(Amount)

General

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT  
TEMPORARY CLASSIFIED MANAGEMENT CONTRACT/OFFER OF  
EMPLOYMENT FOR EXTRA HELP**

**Sarah Spero  
1295 Glencoe Drive  
San Diego, CA 92114**

The Board of Trustees hereby offer you employment in the management position, State and Federal Compliance Extra Help for Child Nutrition on the terms and conditions set forth herein. This offer is conditioned upon the following:

1. Your salary for service during the school year in the above named position will be at a hourly rate of **\$75**.
2. Your interim service in the above named position will begin as early as August 15, 2022. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.
3. As State and Federal Compliance Extra Help for Child Nutrition you will be responsible for performing various duties related to State and Federal Compliance within the Child Nutrition Department.
4. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.
5. In accordance with Government Code section 7522.56, you cannot exceed 960 hours of work for the 2022-2023 school year.
6. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice within 30 days of beginning your employment with the District. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.
7. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.
8. Pursuant to Education code section 44839.5, you are required to submit a medical certificate on a form furnished by the District showing that you are free from any disabling disease unfitting you to instruct or associate with children within 30 days of beginning your employment with the District.

9. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed: \_\_\_\_\_  
Gina Potter, Superintendent

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have the credentials or certificates authorizing me to serve in the capacity stipulated in this contract. I certify that I am not under contract to any other school district for the period indicated. If the information set forth in the application for employment is not complete and accurate this contract may be canceled by the Governing Board. I agree to comply with and observe all of the provisions of the rules and regulations prescribed by the Governing Board of the School District and follow the orders of the Administration of the School District relating to my employment. I understand that my signature below placed me under contract with the San Ysidro School District for the period indicated.

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

Sally Spero

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:** Educational Services  Informational  
Cynthia Gonzalez, Executive Director  Action

**AGENDA ITEM:** REVISIONS TO THE LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)  
FOR SCHOOL YEAR 2022-2023

---

**BACKGROUND INFORMATION:**

In June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give districts more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control Accountability Plan (LCAP).

On June 23, 2022, the Local Control Accountability Plan (LCAP) was approved by our Governing Board, then it was submitted to the San Diego County Office of Education (SDCOE) for review and approval. After the review by SDCOE, some clarifications were needed, and they are listed on the attached chart. Those changes have been made, and do not represent a significant change to the document that was submitted to the board in June

**RECOMMENDATION:**

Information only ~ SDCOE revisions to the Local Control Accountability Plan (LCAP) for school year 2022-2023.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Goal 2: English Language and Academic Language Development, Goal 3: Student Engagement and School Culture, Goal 4: Social Emotional, Well-Being and Mental Health, and Goal 5: Parent Engagement.

Renewal    New    Amendment    Ratify    Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes    No

Yes    No

N/A  
(Amount)

N/A  
(Name of funding source and/or location)

---

Recommended for:    Approval    Denial   Certification Requested    Yes    No

SDCOE LCAP Clarification Table  
2022-23 LCAP

District: San Ysidro

Date:

The following items need clarification in your 2022-23 LCAP. If the response you submit is determined to be sufficient, you will be notified by SDCOE.

Overall Approval

Four Criteria for Determining LCAP Approval			
Adherence to State Board of Education Template	Sufficient Expenditures in Budget to Implement LCAP	Adherence to SBE Expenditure Regulations	Calculation and Implementation of Carryover
Not Met	Approved	Met	Approved

LCAP Page #	Item Description	Date sent to district:	Date received from district:	Date sent to district:	Date received (if needed):
		Clarification needed/ question	District response	COE response to District	Additional District response (if needed)
<b>Budget Overview for Parents</b>					

Pg 1	Contact information	Missing email address	Updated in DTS		
<b>Actions</b>					
p38/103	Goal 1 Actions	<p>Actions 1.10, 1.11, 1.20 are marked as contributing but do not have associated funding.</p> <p>Action 1.26 is not in the new LCAP and the annual update estimated actuals were not completed</p>	<p><b>Actions</b></p> <p><b>1.10:</b> Staffing costs outlined in 1.3</p> <p><b>1.11:</b> Staffing costs to support this work are under 1.7 (Data Support Specialist, Director of Ed Services)</p> <p><b>1.20:</b> Funding noted in 3.8 include ELOP &amp; 21st Century Funding</p> <p><b>1.26:</b> DTS Removed item</p>		
p39/102	Goal 1 Material Differences	<p>Actions 1.5 and 1.12 should be explained in this section.</p>	<p><b>Goal 1 - Material Differences:</b></p> <p><b>1.5 &amp; 1.12</b> Updated the Material Difference Section to include these actions in DTS.</p> <p><b>1.5 &amp; 1.12</b> are complete in the Annual Update Table.</p>		

p45	Goal 2 Actions	Actions 2.1, 2.2 are contributing don't have any funding 2.10- new action, please include in increased/improved services	<p><b>Actions:</b></p> <p><b>2.1:</b> Funding for this program is listed in 1.23- Dual Language program</p> <p><b>2.2:</b> Funding for this program is listed under 1.8, 1.9, 1.10, 1.12 (Director of Educational Services, Resource Teachers, Data Support Specialist, Testing Assistants, Site &amp; District Level Data Reflection Sessions (DRS))</p> <p><b>2.10</b> Updated DTS to include increased and improved services.</p>		
p49	Goal 2 Effectiveness of specific actions:	Missing numbers: "and when we examine the % of students who scores a 4 on the ELPAC and were therefore eligible for reclassification this % increased to #%."	<b>Goal 2 - Updated in DTS</b> to reflect the growth index for the time period as measured by the reclassification rate and the increase in the # of students who attained 4s on the ELPAC		

p56	Goal 3 Actions	<p>Action 3.2 is missing.</p> <p>Action 3.3 is marked as contributing but does not mention unduplicated pupils</p> <p>Actions 3.7 and 3.12 are marked as contributing, but no associated funding</p> <p>Actions 3.14 is marked as contributing, but explanation does not show how it is increasing or improving services for UP</p>	<p><b>Actions:</b></p> <p><b>3.2:</b> This is a typo, I removed all of the information within the action to remove it from the document</p> <p><b>3.3:</b> Updated in DTS to include language about unduplicated students.</p> <p><b>3.7:</b> This action is supported through PD provided by the District Attorney's Office &amp; SDCOE. Updated to include Qualitative %</p> <p><b>3.12:</b> This action is supported by SDCOE (iCAN Network) as part of the support that SDCOE provides for Differentiated Assistance(DA) at no cost to the district. Updated to include Qualitative %</p> <p><b>3.14:</b> The explanation includes that the</p>		
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			<p>“additional staff support to ensure maintenance of facilities to ensure safety and access to all students including unduplicated students at each of our school sites.”</p> <p>Please advise if this needs to be revised further.</p>		
p105	Goal 3 Material Differences	Action 3.15 planned and estimated actuals were left blank	<p><b>Goal 3 Material Differences 3.15</b></p> <p>Working with DTS to support potential technical issues</p>		
p67-68	Goal 4 Actions	Actions 4.5, 4.6 are marked as contributing with no associated funding (either not contributing or qualitative improvement)	<p><b>Actions:</b></p> <p><b>4.5</b> This action is supported by the SELPA</p> <p><b>4.6</b> This action is supported through PD provided by the District Attorney's</p>		

			Office & SDCOE		
<b>Increased or Improved Services</b>					
p78	Prompt 1	Actions 2.2, 3.1, 3.3 should be included in this section.	<b>Actions 2.2, 3.1, &amp; 3.3</b> have been added to prompt 1 in DTS.		
	Prompt 1	Typos, "These work on Attendance forms a multi-tiered system of support to include trauma informed support with an eye on early identification of students who are at risk for becoming chronically absent to include training and support for staff for staff to support families and follow up with them to prevent all students, including unduplicated students, homeless students, and students with disabilities from becoming chronically absent (Goal 3, Action 13)."	Language revised in DTS.		

Data Expenditure Tables					
Pg 89	2022-23 Total Expenditures Table: Student Groups	Missing for Action 1.7	Updated in DTS.		
Pg 92	2022-23 Total Expenditures Table: Action Title	Missing for Action 3.2	Updated in DTS. On Goal Page		
Pg 95	2022-23 Contributing Actions Table: Unduplicated Student Groups	Missing for Action 1.7	Updated in DTS.		
Pgs. 96-100	2022-23 Contributing Actions Table: Location	Missing for Actions 1.8, 1.10, 1.12, 1.13, 1.25, 2.1, 2.3, 2.4, 2.7, 2.9, 3.3, 3.13, 4.9, 5.3	Updated in DTS.		
Pgs. 103, 105	2021-22 Annual Update Table: Planned Expenditures & Estimated Actual Expenditures	Missing in Actions 1.26, 3.15	Working with DTS to support potential technical issues  DTS Removed items		
Pgs. 108, 110	2021-22 Contributing Actions Annual Update Table: Last Year's Planned Expenditures	Missing in Actions 1.26, 3.15	Working with DTS to support potential technical issues  DTS Removed items		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** AB1200 FOR SUPERINTENDENT

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**BACKGROUND INFORMATION:**

A Tentative Agreement was reached between the District and the San Ysidro Education Association (SYEA) and California Schools Education Association (CSEA) to increase the salary schedule by 3% effective January 1, 2022. In addition, a 2% off schedule payment shall be issued based on the salary schedule that starts January 1, 2022 for the 2021-22 school year.

If an agreement is reached with any other Bargaining Units that exceeds the compensation package provided for in this agreement, the District shall provide an equivalent compensation percentage to the Superintendent.

**RECOMMENDATION:**

Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education to provide a equivalent salary schedule increase to the Superintendent.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2021-2022 Budget?

Yes     No

Requisition #

2021-2022

\$9,132.31

(Amount)

General / ESSER II / ESSER III

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

# Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);  
GC § 3547.5 (Statutes of 2004, Chapter 52)

## San Ysidro School District

Name of Bargaining Unit: SUPERINTENDENT      Certified: X      Classified: \_\_\_\_\_

The proposed agreement covers the period:      Beginning: 7/1/2021      Ending: 6/30/2022

This agreement will be acted upon by the Governing Board at its meeting on: August 11, 2022  
Date

### A. Proposed Change in Compensation

#	Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
			Current Year 2021-2022		Year 2 2022-2023		Year 3 2023-2024	
			(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1.	<b>Step &amp; Column</b> - Increase (Decrease) due to movement plus any changes due to settlement	\$207,726.55	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2.	<b>Salary Schedule</b> - Increase (Decrease)	\$207,726.55	\$3,115.90	1.50%	\$6,231.80	2.96%	\$6,231.80	2.87%
3.	<b>Other Compensation</b> - Increase (Decrease) in Stipends, Bonuses, etc.	\$207,726.55	\$4,279.17	2.06%	\$0.00	0.00%	\$0.00	0.00%
4.	<b>Statutory Benefits</b> - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$48,799.12	\$1,737.25	3.56%	\$1,463.97	2.90%	\$1,463.97	2.82%
5.	<b>Health/Welfare Benefits</b> - Increase (Decrease)	\$23,853.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6.	<b>Total Compensation - Increase (Decrease)</b> Total Lines 3(a), 4(a), 5(a)	\$280,378.67	\$9,132.31	3.26%	\$7,695.77	2.66%	\$7,695.77	2.59%
7.	<b>Total Number of Represented Employees</b>	1.00	1.00		1.00		1.00	
8.	<b>Total Compensation Cost for Average Employee</b> - Increase (Decrease)	\$280,378.67	\$9,132.31	3.26%	\$7,695.77	2.66%	\$7,695.77	2.59%

Impact on other Funds: \_\_\_\_\_

**A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

The Superintendent's salary schedule shall be increased by 3% effective January 1, 2022. In addition, a 2% off schedule payment shall be issued based on the salary schedule that starts January 1, 2022 for the 2021-2022 school year.

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)**

There are no changes in non-compensation items at this time.

**C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.**

There are no specific impacts on instructional/support programs to accommodate the settlement at this time.

<p>D.</p>	<p><b>What contingency language is included in the proposed agreement?</b> Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.</p> <p>Contingency language is not included in this agreement.</p>
<p>E.</p>	<p><b>Source of Funding for Proposed Agreement</b>          The funding source is the general fund.          2% off-schedule will be funded by ESSER II or ESSER III.</p> <p><b>2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?</b>          The ongoing cost will be funded by the general fund.</p> <p><b>3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)</b></p> <p>The funding source is the general fund.</p>

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$71,780,512
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	3,857.86
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$2,153,415.36

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$2,153,415.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$1.29
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$2,153,416.29

3. Do unrestricted reserves meet the state standard minimum reserve amount?

**Yes**

**No**

**G. Certification**

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

*\* Not Required \**

District Superintendent  
(Signature)

7/26/2022

Date

*Marilyn Adrianzen*  
Chief Business Official  
(Signature)

7/26/2022

Date

Contact Person: Marilyn Adrianzen

Telephone No.: (619) 428-4476

### Supplement

**H. Impact of Proposed Agreement on Current Year Operating Budget\***

Date of governing board approval of budget revisions in Col. 2: August 11, 2022  
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (insert date) 6/23/2022	(Col. 2) Adjustments as a Result of Settlement	(Col. 3)  Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
<b>REVENUES:</b>				
Revenue Limit Sources (8010-8099)	52,726,092			52,726,092
Remaining Revenues (8100-8799)	18,896,570			18,896,570
<b>TOTAL REVENUES</b>	71,622,662	0	0	71,622,662
<b>EXPENDITURES:</b>				0
1000 Certificated Salaries	28,057,316	7,395	(7,395)	28,057,316
2000 Classified Salaries	11,128,222			11,128,222
3000 Employee Benefits	18,085,491	1,737	(1,737)	18,085,491
4000 Books and Supplies	2,024,952			2,024,952
5000 Services and Operating Expenses	12,275,152			12,275,152
6000 Capital Outlay	0			0
7000 Other	209,378			209,378
<b>TOTAL EXPENDITURES</b>	71,780,512	9,132	(9,132)	71,780,512
OPERATING SURPLUS (DEFICIT)	(157,850)	(9,132)	9,132	(157,850)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(157,850)	(9,132)	9,132	(157,850)
BEGINNING BALANCE	4,282,830			4,282,830
CURRENT YEAR-ENDING BALANCE	4,124,980	(9,132)	9,132	4,124,980
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	316,387			316,387
Committed (9750/9760)				0
Assigned (9780)	1,605,177	(9,132)	9,132	1,605,177
Reserve Economic Uncertainties (9789)	2,153,415			2,153,415
Unassigned/Unappropriated (9790)	1			1

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

Other Revisions (column 3) explanation:

The budget adjustments are already included in the Board Approved 2022-23 Adopted Budget.

\*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

## DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

### GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.
- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of “all” agreements on page 4 (supplement).
- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year and Year 2*.
- Any time a contract is reopened with a financial impact on “any area of compensation,” a disclosure of the proposed agreement must be made.
- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.
- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district’s financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.
- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

### SPECIFIC INSTRUCTIONS FOR COMPLETION

#### PROPOSED CHANGE IN COMPENSATION

##### 1. Step and Column

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any “one-time” bonuses or payments that were paid in prior year, if applicable.
- b. \$: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
- c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

##### 2. Salary Schedule

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
- b. \$: Enter the annual \$ amount of the proposed change in the *Salary Schedule*.

### 3. Other Compensation

**Description:** Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or \$200/employee. For *Year 2* and *Year 3*, explain in "Comments" section, if applicable.

- a. **Cost Prior to Proposed Agreement:** Enter the amount from Line 2(a).
- b. **\$:** Enter the annual amount of the proposed change in *Other Compensation*.
- c. **%:** Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

### 4. Statutory Benefits

- a. **Cost Prior to Proposed Agreement:** Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
- b. **\$:** Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
- c. **%:** Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

### 5. Health/Welfare Benefits

- a. **Cost Prior to Proposed Agreement:** Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
- b. **\$:** Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
- c. **%:** Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

### 6. Total Compensation

- a. **Cost Prior to Proposed Agreement:** Total Lines 3(a), 4(a), and 5(a).
- b. **\$:** Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
- c. **%:** Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

### 7. Total Number of Represented Employees

**Enter** the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

### 8. Total Compensation Cost for Average Employee

- a. **Cost Prior to Proposed Agreement:** Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
- b. **\$:** Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
- c. **%:** Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Linda Gonzales,  
Executive Director of  
Human Resources

**FROM:**  
Governing Board President,  
Antonio Martinez

Informational  
 Action

**AGENDA ITEM:** SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT WITH SUPERINTENDENT

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**BACKGROUND INFORMATION:**

On May 10, 2018, the Board approved the Employment Agreement with Superintendent, Gina A. Potter, Ed.D., effective May 14, 2018. The Board evaluated Dr. Potter at the Special Board Meetings of May 9, 2019, June 6, 2019, May 12, 2020, June 18, 2020 and April 15, 2021 and the Regular Board Meeting of May 13, 2021.

The Board approved Amendment No. 1 at the Regular Board Meeting of July 11, 2019.

The Board approved Amendment No. 2 at the Regular Board Meeting of March 12, 2020.

The Board approved Amendment No. 3 at the Regular Board Meeting of June 25, 2020.

The Board approved Amendment No. 4 at the Regular Board Meeting of June 10, 2021.

The Board approved Amendment No. 5 at the Regular Board Meeting of May 19, 2022.

The Board will consider approving amendments to the Superintendent’s Employment Agreement as outlined below:

1. Section 2 (SALARY)

**RECOMMENDATION:**

The Board will take action on the sixth amendment to the Superintendent employment agreement.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes     No

Yes     No

As Outlined in the  
Contract  
(Amount)

General Fund  
(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**AMENDMENT NO. 6**

**SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN  
THE SAN YSIDRO SCHOOL DISTRICT AND GINA ACOSTA POTTER**

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THE SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT (“DISTRICT”) AND GINA ACOSTA POTTER (“SUPERINTENDENT”) DATED MAY 10, 2018 AND AMENDED ON JULY 11, 2019, MARCH 12, 2020, JUNE 25, 2020, JUNE 10, 2021, and MAY 19 IS HEREBY AMENDED AS FOLLOWS:

1. **Section 2 (SALARY):** The SUPERINTENDENT’S annual base salary shall be increased by 3% to \$213,958.34, retroactive to January 1, 2022, as well as a one-time 2% off-schedule payment based on the updated salary as of January 1, 2022.
  
2. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

**SAN YSIDRO SCHOOL  
DISTRICT**

\_\_\_\_\_  
Rudy Lopez, Board President

\_\_\_\_\_  
Date

**SUPERINTENDENT**

\_\_\_\_\_  
Gina Acosta Potter

\_\_\_\_\_  
Date

# **CURRICULUM & INSTRUCTION**



## San Ysidro School District Instructional Materials 2022-2023

*Revised 07/19/2022*

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
<b>TK (Transitional Kinder)</b>	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018 Scholastic Big Day--2010 Scholastic Big Day--2010 Scholastic Big Day--2010 Benchmark Advance English Language Development - 2018
<b>Kinder</b>	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance – 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas - We Learn Together - Big Book - 2007 Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas - We Learn Together - Spanish - Big Book - 2007 Benchmark Advance English Language Development - 2018
<b>First Grade</b>	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance – 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas – Family & Friends -2007 Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas — Family & Friends - Spanish -2007 Benchmark Advance English Language Development - 2018

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
<b>Second Grade</b>	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas – People & Places - 2007 Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) – 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas — People & Places - Spanish -2007 Benchmark Advance English Language Development - 2018
<b>Third Grade</b>	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas – California Communities - 2007 Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante - 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas— California Communities - Spanish - 2007 Benchmark Advance English Language Development - 2018
<b>Fourth Grade</b>	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas – Our Golden State - 2007 Benchmark Advance English Language Development - 2018

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
Fourth Grade (Continue)	Dual Language	Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance - 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas— Our Golden State - Spanish - 2007 Benchmark Advance English Language Development – 2018
Fifth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas – Making a New Nation - 2007 Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance - 2018 McGraw-Hill My Math -- 2016 <i>Pilot materials:</i> Carolina Building Blocks of Science & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas— Making a New Nation - Spanish - 2007 Benchmark Advance English Language Development - 2018
Sixth Grade	English Mainstream and SEI	English Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) College Board Springboard – 2017 <i>Pilot materials:</i> McGraw Hill CA Inspire Science, Accelerate Learning STEMscopes & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas – Ancient Civilizations - 2007 Benchmark Advance English Language Development - 2018
	Dual Language	Language Arts Mathematics Science  History/Social Science ELD	Benchmark Advance - 2018 College Board Springboard - 2017 <i>Pilot materials:</i> McGraw Hill CA Inspire Science, Accelerate Learning STEMscopes & TWIG Science (current pilot 2022-2023) McMillan/McGraw-Hill CA Vistas — Ancient Civilizations - Spanish - 2007 Benchmark Advance English Language Development - 2018

Grade	Program	Instructional Materials/Textbooks and Copyright Dates
Seventh Grade	English Language Arts <i>English Mainstream, SEI, and SDC</i>	Amplify ELA -2018
	ELD	ELD Amplify Interactive Reader & Study Teacher Guide - 2018
	Mathematics	College Board SpringBoard - 2017
	History/Social Science	<i>Pilot materials: TCI History Alive! (current pilot 2022-2023)</i> <i>McGrawHill Impact CA Social Science</i>
	Science	<i>Pilot materials: McGraw Hill CA Inspire Science &amp; TWIG Science (current pilot 2022-2023)</i>
	Elective	Spanish Prentice Hall--Realidades -- 2008

Eighth Grade	English Language Arts <i>English Mainstream, SEI, and SDC</i>	Amplify ELA -2018
	ELD	ELD Amplify Interactive Reader & Study Teacher Guide - 2018
	Mathematics	College Board SpringBoard - 2017
	History/Social Science	<i>Pilot materials: TCI History Alive! (current pilot 2022-2023)</i> <i>McGrawHill Impact CA Social Science</i>
	Science	<i>Pilot materials: McGraw Hill CA Inspire Science &amp; TWIG Science (current pilot 2022-2023)</i>
	Elective	Spanish Prentice Hall--Realidades -- 2008

Revised August 2016 per Williams team suggestions – Revised July 2017 per Math adoption – Revised July 2020 per ELA/ELD adoption – Revised July 2021 per Science Pilot, Revised July 2022 per Science & HHS pilot

**NOTE: The following comprehensive ELA instructional materials will be used to instruct grade-level ELA Common Core standards as specified by the San Ysidro School District matrices:**

1. Benchmark Advance (including ELD component)
2. Benchmark Adelante
3. Benchmark Steps to Advance
4. Amplify ELA + ELD

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Educational Services  Informational  
Cynthia Gonzalez, Executive Director  Action

**AGENDA ITEM:** PILOT OF HISTORY-SOCIAL SCIENCE CORE MATERIALS FOR MIDDLE SCHOOL

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**BACKGROUND INFORMATION:**

The State Board of Education adopted the History-Social Science Framework on July 14, 2016. Curriculum frameworks provide guidance to educators, parents, and publishers, to support implementing California content standards. The History-Social Science state content standards were designed to encourage the highest achievement of every student, by defining the knowledge, concepts, and skills that students should acquire at each grade level.

Our current History-Social Science materials were adopted in 2006, for this reason it is crucial for our District to begin with the pilot process with the purpose of adopting. Our District will follow the adoption process to comply with the requirements of the California History-Social Science Framework.

A committee of teachers from our middle schools reviewed different History-Social Science materials and based on their review and discussion, the following materials were recommended for piloting:

- TCI History Alive!
- McGraw Hill Impact CA Social Science

**RECOMMENDATION:**

For Information Only ~ Pilot of History Social Science core instructional materials at no cost to the District.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

Renewal    New    Amendment    Ratify    Other

Financial Implications?

Yes    No

Are funds for this item available in the 2022-2023 Budget?

Yes    No

Requisition #

N/A  
(Amount)

N/A  
(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Vista Del Mar Middle School  Informational  
Irene Herrera-Cevallos, Principal  Action

**AGENDA ITEM:** LICENSE SUBSCRIPTION WITH IXL LEARNING FOR THE IXL ELA PROGRAM AT VISTA DEL MAR MIDDLE SCHOOL

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**BACKGROUND INFORMATION:**

IXL is personalized learning online program with comprehensive K-12 curriculum, individualized guidance, and real-time analytics and it meets the unique needs of each learner.

Research of this program indicates that schools using IXL outperforms schools using any other method. Students using IXL ELA will gain fluency and confidence in Language Arts, as it helps students master essential skills at their own pace through fun and interactive questions, built in support and motivating awards.

Vista Del Mar Middle School recently implemented the IXL Math program for 7<sup>th</sup> and 8<sup>th</sup> grade students, and it is requesting approval to also implement the IXL ELA program for 6<sup>th</sup> grade students. The 1-year subscription will include site licenses for 150 students.

**RECOMMENDATION:**

Approve the license subscription with IXL Learning for the implementation of the IXL ELA program for 6<sup>th</sup> grade students from Vista Del Mar Middle School at the total cost of \$1,800.00 from the Title I Fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Action #1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students. &

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

\$1,800.00

(Amount)

Title I Fund

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No



# QUOTE

IXL Learning  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404

QUOTE # 1174204  
 DATE: AUGUST 1, 2022

**TO:**  
 Irene Herrera-Cevallos  
 Vista Del Mar  
 4885 Del Sol Blvd  
 San Diego, CA 92154

**COMMENTS OR SPECIAL INSTRUCTIONS**

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Rita Pira		1 year	September 1, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grade 6: 150 students) Subject: ELA  <i>Unlimited instructor accounts included</i>	\$1,800.00	\$1,800.00
SUBTOTAL			\$1,800.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$1,800.00

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 1174204. For international accounts, we can accept wire transfers for an additional fee.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Educational Services,  
Cynthia Gonzalez, Executive Director

Informational  
 Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS

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**BACKGROUND INFORMATION:**

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the August 11, 2022, Board meeting:

- ACSA’s 2023 Every Child Counts Symposium
- ASES City Span Training
- Assessment, Accountability & Evaluation (AAE) Updates
- CDE Federal Program Monitoring: Program Instruments
- CRLP San Diego Administrator PLC
- Curriculum & Instruction Leaders Network
- ELO-P Network
- Fraud Prevention & Ethics Symposium
- Improving Chronic Absence Network
- Learning How English Works Designated ELD
- MTSS/PBIS Professional Development Cohort 5
- Project GLAD Leadership Awareness: Admin 101
- Project GLAD Part 2: 4-Day Demonstration
- SDCOE Health Education Framework Professional Learning – Fall Series

Cost implications might include Registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

**RECOMMENDATION:**

Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement – Actions: 1.15, 1.16 and 1.25 ~ Goal 2: English Language and Academic Language Development – Action: 2.4 ~ Goal 4: Social Emotional Well-being and Mental Health – Action 4.7

Renewal    New    Amendment    Ratify    Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes    No

Yes    No

APPROXIMATE COST

**\$77,180.00**

(Amount)

General, Title I PD, Special Education & Health  
Education Fund

(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

**Professional Development Backup Information – August 11, 2022**

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Oscar Madera, Denise Villezcas, Rick Quintana	ACSA's 2023 Every Child Counts Symposium	Palm Desert, CA	January 11-13, 2023	\$6,000.00	Special Education Fund
Luis Ramos, Marta Rodriguez	ASES City Span Training	Online	July 29, 2022 August 2, 2022	\$0	N/A
Cynthia Gonzalez, Luis Ramos, Adriana Aguilar	Assessment, Accountability & Evaluation (AAE) Updates	Online	August 24, 2022 Sept. 21, 2022 December 7, 2022 January 18, 2023 February 14, 2023 March 21, 2023 April 26, 2023 May 23, 2023 June 28, 2023	\$350.00  (Teacher Compensation)	N/A
Cynthia Gonzalez, Luis Ramos, Adriana Aguilar, Sandra Guzman, Cynthia Mosqueda	CDE Federal Program Monitoring: Program Instruments	Online	August 2-5, 2022	\$0	N/A
Cynthia Gonzalez, Luis Ramos, Adriana Aguilar, Sandra Guzman, Carolina Hernandez, Cynthia Mosqueda, Josefina Villegas	CRLP San Diego Administrator PLC	Online & San Diego	Sept. 14, 2022 October 19, 2022 November 30, 2022 January 18, 2023 February 14, 2023 March 14, 2023 April 26, 2023	\$1,400.00	Title I PD Fund
Cynthia Gonzalez	Curriculum & Instruction Leaders Network	Online	Sept. 20, 2022 October 25, 2022 November 29, 2022 January 29, 2023 March 7, 2023 April 25, 2023 May 23, 2023	\$0	N/A

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Luis Ramos	ELO-P Network	Online	August 10, 2022 Sept. 14, 2022 October 12, 2022 November 9, 2022 January 11, 2023 February 8, 2023 March 8, 2023 April 12, 2023 May 10, 2023 June 14, 2023	\$0	N/A
Amber Elliott, Laura Gastelum, Patricia Caro, Daniel Chavez	Fraud Prevention & Ethics Symposium	Online	July 28, 2022	\$180.00	General Fund
Veronica Medina, Adriana Garcia, Rodrigo Amezcua, Maida Gonzalez, Veronica Aguayo, Darlene Herbet, Nirvana Bustos, Marisela Gonzalez	Improving Chronic Absence Network	Online	August 10, 2022	\$0	N/A
Victoria Martinez	Learning How English Works Designated ELD	San Diego	November 21-22, 2022	\$400.00	Title I Site fund
Denise Villezcas, Josefina Villegas, Marianna Rochin, Maria Rodriguez, Kristine Hernandez, Katie Bisaga, Elizabeth Lehardy, Marisa Dorado, Brenda Casillas, Nancy Velarde, Erika Meza, Vikki Castorena, Carina Ponce, Erika Patrick, Marlo Vasquez, Jedzida Herron,	MTSS/PBIS Professional Development Cohort 5	Online	August 16 & 17, 2022	\$0	N/A

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Michelle Rivera, Viridiana Moreno, Matthew Bandy, Marisela Lozano, Lupita Garcia, Carolanne Brandt, Jerry Herrera, Ray Lozada, Yolanda Olszewski, Sashanae Buchanan, David Alvarado, Maryjo Mullin, Edith Arciga. Alan Garcia, Efrain Burciaga, Jessica Rivera Piceno, Lizeth Diaz, Nohemi Yescas, Rebecca Aguayo, Benjamin Wayne, Fernando Renteria					
Cynthia Gonzalez, Luis Ramos. Manuel Bojorquez, Erika Meza, Laura English, Maria Rodriguez, Efrain Burciaga, Russell Little, Irene Herrera- Cevallos	Project GLAD Leadership Awareness Training	Online	November 3, 2022	\$0	NA
Principals: Russell Little, Manuel Bojorquez  37 Teachers that attended Part 1 of Project GLAD in July 2021 - TBD	Project GLAD Part 2: Classroom Demonstrations  <i>-Revised-</i>	San Diego	August 23-26, 2022  October 3-6, 2022  October 11-14, 2022  November 1-4, 2022  November 7-10, 2022	\$68,200.00  Registration fees + Substitute compensation	Title I PD Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
			February 28- March 3, 2023  May 22-25, 2023		
Elva De Baca, Sandra Guzman, Juanita Nunez, Mariaelena Amezcua, Nancy Alvarado, Veronica Schmitz, Thelma Sotelo, Janell Wright, Leticia Lemos	SDCOE Health Education Framework Professional Learning – Fall Series	Online	October 4 & 18, 2022 November 1 & 15, 2022	\$650.00  (Teacher Compensation)	Health Education Grant

**BUSINESS**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** PURCHASING REPORT

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**BACKGROUND INFORMATION:**

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #1 (July 1, 2022 through July 31, 2022):   ▪ General Fund: 0000008787-0000008894, 0000008896-0000008903, 0000008905-0000008970   ▪ Child Development Fund   ▪ 0000008904   ▪ Child Nutrition Fund: 0000008937   ▪ Building Measure U Fund: 0000008895.

**RECOMMENDATION:**

Approve/Ratify the following purchase orders incurred by the District during the period July 1, 2022 through July 31, 2022. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal    New    Amendment    Ratify    Other

Financial Implications?

Yes    No

Are funds for this item available in the 2022-2023 Budget?

Yes    No

Requisition #

\$4,247,342.62

(Amount)

As listed above

(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

## PURCHASE ORDER REPORT (07/01/22 - 07/31/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/6/2022	000008787	004084	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	454.71
7/6/2022	000008788	001161	HOME DEPOT	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	20,000.00
7/7/2022	000008789	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	1,808.40
7/7/2022	000008790	003313	BEST BUY	TECHNOLOGY EQUIPMENT	0100	0000000	4300002	067	25.86
7/7/2022	000008790	003313	BEST BUY	TECHNOLOGY EQUIPMENT	0100	0000000	4400000	067	3,443.69
7/7/2022	000008791	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	6,328.19
7/7/2022	000008792	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	11,829.27
7/8/2022	000008793	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	626.16
7/8/2022	000008793	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	1,390.84
7/8/2022	000008794	002355	I B TROPHIES & AWARDS	OFFICE MATERIAL	0100	0000002	4300000	064	1,491.93
7/8/2022	000008795	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000004	4300000	061	1,287.98
7/8/2022	000008796	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIAL	0100	0000004	4100000	061	10,344.00
7/8/2022	000008797	004084	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
7/8/2022	000008798	003143	HD SUPPLY FACILITIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	20,000.00
7/8/2022	000008799	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000004	4300000	061	1,689.61
7/8/2022	000008800	000356	GRAINGER	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
7/8/2022	000008801	000039	DIXIELINE LUMBER CO	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/8/2022	000008802	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000004	4300000	061	631.55
7/8/2022	000008803	004459	BEST PLUMBING SPECIALTIES INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/8/2022	000008804	004678	AMAZON.COM, INC.	OFFICE MATERIAL	0100	0000002	4300000	064	1,154.31
7/8/2022	000008805	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
7/8/2022	000008806	002151	NAPA AUTO AND TRUCK PARTS	MACHANIC SUPPLIES	0100	8150000	4300007	070	3,000.00
7/8/2022	000008807	000000076	SOUTHERN CALIFORNIA RELIEF	PROFESSIONAL SERVICES	0100	0000000	5450000	071	740,245.00
7/8/2022	000008808	004680	SOCIAL THINKING	INSTRUCTIONAL SUPPLIES	0100	0000004	4200000	061	597.24
7/8/2022	000008809	0000000720	LEARNING WITHOUT TEARS	INSTRUCTIONAL SUPPLIES	0100	0000004	4200000	061	10,481.82
7/8/2022	000008810	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	3,546.82
7/8/2022	000008811	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	3,078.63
7/8/2022	000008812	001178	SAN DIEGO COUNTY	CONTRACTED SERVICES	0100	3010003	5800010	061	9,000.00
7/8/2022	000008813	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	1,895.97
7/8/2022	000008814	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	5,522.21
7/8/2022	000008815	003145	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
7/11/2022	000008816	000146	LAKESHORE	INSTRUCTIONAL MATERIAL	0100	0000000	4300000	025	4,493.71
7/11/2022	000008817	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	30,000.00
7/11/2022	000008818	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	20,000.00
7/11/2022	000008819	003909	TEAMTALK NETWORK	CONTRACTED SERVICES	0100	0982000	5600005	074	5,000.00
7/11/2022	000008820	0000000068	P.I.P.S.	PROFESSIONAL SERVICES	0100	0000000	5450000	071	857,115.96
7/11/2022	000008821	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	6,514.30
7/11/2022	000008822	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	1,542.18
7/11/2022	000008823	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	6,990.82
7/11/2022	000008824	0000000085	SUNBELT RENTALS, INC.	LEASE EQUIPMENT	0100	8150000	5600001	070	10,000.00
7/11/2022	000008825	004858	FLYERS ENERGY	CONTRACTED SERVICES	0100	0982000	4300022	074	60,000.00
7/11/2022	000008826	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	696.82

## PURCHASE ORDER REPORT (07/01/22 - 07/31/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/11/2022	0000008827	001510	EWING IRRIGATION	GROUND SUPPLIES	0100	8150000	4300014	068	20,000.00
7/11/2022	0000008828	001161	HOME DEPOT	GROUNDS SUPPLIES	0100	8150000	4300014	068	10,000.00
7/11/2022	0000008829	002650	IMPERIAL SPRINKLER SUPPLY	GROUNDS SUPPLIES	0100	8150000	4300014	068	5,000.00
7/11/2022	0000008830	0000000397	HORIZON DISTRIBUTORS	GROUND SUPPLIES	0100	8150000	4300014	068	10,000.00
7/11/2022	0000008831	001763	RCP BLOCK & BRICK	GROUNDS SUPPLIES	0100	8150000	4300014	068	5,000.00
7/11/2022	0000008832	001527	RANCHO SAN DIEGO NURSERY INC	GROUNDS SUPPLIES	0100	8150000	4300014	068	3,000.00
7/11/2022	0000008833	0000000370	AGRI-TURF DISTRIBUTING, LLC	GROUNDS SUPPLIES	0100	8150000	4300014	068	5,000.00
7/11/2022	0000008834	002981	TIFCO INDUSTRIES	GROUND SUPPLIES	0100	8150000	4300014	068	3,000.00
7/11/2022	0000008835	003144	HOTSY EQUIPMENT COMPANY	GROUND SUPPLIES	0100	8150000	4300014	068	5,000.00
7/11/2022	0000008836	004056	OPTIMUM FLOORCARE	GROUND SUPPLIES	0100	8150000	4300014	068	3,000.00
7/11/2022	0000008837	003859	BATTERY SYSTEMS	GROUND SUPPLIES	0100	8150000	4300014	068	3,000.00
7/11/2022	0000008838	03146A	STOTZ EQUIPMENT	GROUND SUPPLIES	0100	8150000	4300014	068	5,000.00
7/11/2022	0000008839	004231	PRO POWER	GROUND SUPPLIES	0100	8150000	4300014	068	5,000.00
7/11/2022	0000008840	004603	THE BATTERY PLACE	GROUND SUPPLIES	0100	8150000	4300014	068	2,000.00
7/11/2022	0000008841	003192	WALMART	GROUND SUPPLIES	0100	8150000	4300014	068	500.00
7/11/2022	0000008842	000356	GRAINGER	GROUND SUPPLIES	0100	8150000	4300014	068	2,000.00
7/11/2022	0000008843	003019	VALLEY TRACTOR & EQUIPMENT	GROUND SUPPLIES	0100	8150000	4300014	068	5,000.00
7/11/2022	0000008844	001749	TURF STAR INC.	GROUND SUPPLIES	0100	8150000	4300014	068	5,000.00
7/11/2022	0000008845	0000000887	CALIFORNIANS DEDICATED TO EDUCATION	REGISTRATION FEES	0100	4127000	5200003	061	990.00
7/11/2022	0000008846	002976	FEDEX	CONTRACTED SERVICES	0100	0000000	5900012	071	1,000.00
7/11/2022	0000008847	004323	GALLAGHER BENEFIT SERVICES, INC	PROFESSIONAL SERVICES	0100	0300100	5800010	071	6,000.00
7/11/2022	0000008848	0000000622	ANIXTER INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/11/2022	0000008849	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	476.79
7/11/2022	0000008850	000370	DUNN-EDWARDS CORP.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/11/2022	0000008851	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	0100	8150000	5600005	070	20,000.00
7/11/2022	0000008852	004401	OTAY MESA SALES INC.	CONTRACTED SERVICES	0100	8150000	5600001	070	5,000.00
7/11/2022	0000008853	0000000077	AZTEC CONTAINER	CONTRACTED SERVICES	0100	8150000	5600001	070	6,500.00
7/11/2022	0000008854	001931	UNITED RENTALS	CONTRACTED SERVICES	0100	8150000	5600001	070	5,000.00
7/11/2022	0000008855	001079	PENSKE TRUCK LEASING	CONTRACTED SERVICES	0100	8150000	5600001	070	5,000.00
7/11/2022	0000008856	000775	REFRIGERATION SUPPLIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
7/11/2022	0000008857	003598	BJ'S RENTALS, INC.	CONTRACTED SERVICES	0100	8150000	5600001	070	5,000.00
7/11/2022	0000008858	000279	COURTNEY TIRE SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	5,000.00
7/11/2022	0000008859	000279	COURTNEY TIRE SERVICE	CONTRACTED SERVICES	0100	0982000	5600005	074	7,000.00
7/11/2022	0000008860	0000000621	PARKHOUSE TIRE INC	CONTRACTED SERVICES	0100	0982000	5600005	074	10,000.00
7/11/2022	0000008861	002858	CORTES TOWING	CONTRACTED SERVICES	0100	0982000	5600005	074	5,000.00
7/11/2022	0000008862	0000000707	SCHOOL THREAD ASSESSMENT CONSULTANTS LLC	INSTRUCTIONAL MATERIAL	0100	0000000	4300011	064	2,155.00
7/12/2022	0000008863	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	4300015	064	5,000.00
7/12/2022	0000008864	002771	SMART & FINAL	REFRESHMENT	0100	0000000	4300015	064	3,000.00
7/12/2022	0000008865	003192	WALMART	REFRESHMENTS	0100	0000000	4300011	064	1,500.00
7/12/2022	0000008865	003192	WALMART	REFRESHMENTS	0100	0000000	4300015	064	1,500.00
7/12/2022	0000008866	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	0100	0000000	4300015	064	1,000.00
7/12/2022	0000008867	0000000501	CAPITOL ADVISORS GROUP, LLC	PROFESSIONAL SERVICES	0100	0000000	5800010	064	24,000.00

## PURCHASE ORDER REPORT (07/01/22 - 07/31/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/12/2022	0000008868	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	2,918.50
7/12/2022	0000008869	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	8,453.50
7/12/2022	0000008870	003102	SAN DIEGO COUNTY SCHOOL BOARDS	MEMBERSHIP	0100	0000000	5300000	063	323.67
7/13/2022	0000008871	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000004	4300001	061	38,289.95
7/13/2022	0000008872	004048	BROADWAY AUTO GLASS	TRANSPORTATION SUPPLIES	0100	0982000	5600005	074	2,000.00
7/13/2022	0000008873	000651	CSBA	MEMBERSHIP	0100	0000000	5300000	063	12,327.00
7/13/2022	0000008873	000651	CSBA	MEMBERSHIP	0100	0000000	5300000	063	8,817.00
7/13/2022	0000008874	0000000541	AARDVARK ANT & PEST CONTROL INC.	CONTRACTED SERVICES	0100	8150000	5500007	068	25,000.00
7/13/2022	0000008875	002958	MIRAMAR BOBCAT INC	CONTRACTED SERVICES	0100	8150000	5600005	070	5,000.00
7/13/2022	0000008876	001795	WILLY'S ELECTRONIC SUPPLY CO.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
7/13/2022	0000008877	002056	BLACKIE'S TROPHIES & AWARDS	OFFICE SUPPLIES	0100	0000000	4300011	064	10,000.00
7/13/2022	0000008878	0000000457	AMPLIFIED IT, LLC	CONTRACTED SERVICES	0100	0000000	5600005	067	1,625.00
7/13/2022	0000008879	004678	AMAZON.COM, INC.	OFFICE MATERIAL WC	0100	0000003	4300011	071	304.06
7/14/2022	0000008880	004426	TRANE U.S. INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/14/2022	0000008881	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	4300015	012	369.20
7/14/2022	0000008882	003410	ALPHA SMOG STATION	CONTRACTED SERVICES	0100	8150000	5600005	070	1,000.00
7/15/2022	0000008883	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	018	1,947.26
7/15/2022	0000008884	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	9,881.13
7/15/2022	0000008885	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	10,268.58
7/15/2022	0000008886	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	103.31
7/15/2022	0000008887	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	4,951.82
7/15/2022	0000008888	004601	SIR SPEEDY PRINTING 02890	CONTRACTED SERVICES	0100	0000002	4300000	064	638.56
7/15/2022	0000008889	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	364.24
7/15/2022	0000008890	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	2,431.06
7/15/2022	0000008891	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	221.10
7/15/2022	0000008891	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	2,208.47
7/15/2022	0000008892	004678	AMAZON.COM, INC.	PUBLICATION SUPPLIES	0100	0000000	4300050	073	258.33
7/15/2022	0000008893	004678	AMAZON.COM, INC.	OFFICE MATERIAL	0100	0000002	4300000	064	536.12
7/15/2022	0000008894	0000000876	ABIGAIL GOMEZ	CONTRACTED SERVICES	0100	0000002	4300000	064	2,750.00
7/18/2022	0000008896	002770	FLEETWASH INC	CONTRACTED SERVICES	0100	0982000	5600005	074	3,000.00
7/18/2022	0000008897	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	5,000.00
7/18/2022	0000008898	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	071	89.11
7/19/2022	0000008899	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	4,411.38
7/19/2022	0000008900	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	854.82
7/19/2022	0000008901	000136	WAXIE SANITARY SUPPLY	TRANSPORTATION SUPPLIES	0100	0000000	4300020	069	1,655.56
7/19/2022	0000008902	003192	WALMART	REFRESHMENTS	0100	0000000	4300011	061	200.00
7/19/2022	0000008902	003192	WALMART	REFRESHMENTS	0100	0000000	4300015	061	800.00
7/19/2022	8903	003192	WALMART	REFRESHMENTS	0100	0000000	4300001	022	500.00
7/19/2022	0000008905	001610	FIREHAWK	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	4,040.63
7/19/2022	0000008906	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	40,000.00
7/19/2022	0000008907	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	40,000.00
7/19/2022	0000008908	0000000203	KEENAN & ASSOCIATES	PROFESSIONAL SERVICES	0100	0000000	5450000	071	10,000.00

## PURCHASE ORDER REPORT (07/01/22 - 07/31/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/19/2022	0000008909	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	4300020	069	20,000.00
7/19/2022	0000008910	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	4300020	069	25,000.00
7/20/2022	0000008911	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	4300020	069	25,000.00
7/20/2022	0000008912	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	4300020	069	25,000.00
7/20/2022	0000008913	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	4300020	069	25,000.00
7/20/2022	0000008914	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	4300020	069	25,000.00
7/20/2022	0000008915	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	4300020	069	25,000.00
7/20/2022	0000008916	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	4300020	069	25,000.00
7/20/2022	0000008917	0000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800150	054	25,000.00
7/20/2022	0000008918	002102	A-Z BUS SALES, INC.	MECHANIC SUPPLIES	0100	0982000	4300023	074	5,000.00
7/20/2022	0000008919	002151	NAPA AUTO AND TRUCK PARTS	MECHANIC SUPPLIES	0100	0982000	4300023	074	3,000.00
7/20/2022	0000008920	001383	BUS WEST	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	3,000.00
7/20/2022	0000008921	002858	CORTES TOWING	CONTRACTED SERVICES	0100	8150000	5600005	070	3,000.00
7/20/2022	0000008922	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	10,000.00
7/20/2022	0000008923	002153	HARBOR FREIGHT TOOLS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
7/20/2022	0000008924	003934	ANYTIME SIGN SOLUTION, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
7/20/2022	0000008925	0000000007	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/20/2022	0000008926	001795	WILLY'S ELECTRONIC SUPPLY CO.	IT SUPPLIES	0100	0000000	4300002	067	4,000.00
7/20/2022	0000008927	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	3,000.00
7/20/2022	0000008928	001161	HOME DEPOT	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	2,000.00
7/20/2022	0000008929	002836	WESTAIR GASES & EQUIPMENT INC	EQUIPMENT RENTAL	0100	8150000	5600001	070	3,000.00
7/20/2022	0000008930	0000000872	E-W TRUCK & EQUIPMENT CO., INC	CONTRACTED SERVICES	0100	0982000	5600005	074	10,000.00
7/20/2022	0000008931	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	4300015	022	665.32
7/20/2022	0000008932	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	4300015	018	407.43
7/20/2022	0000008933	000579	DEPARTMENT OF INDUSTRIAL	CONTRACTED SERVICES	0100	8150000	5600005	070	600.00
7/21/2022	0000008934	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000002	4300015	064	9,205.44
7/21/2022	0000008935	0000000030	DEPARTMENT OF GENERAL SERVICES	CONTRACTED SERVICES	0100	9010070	6200000	080	615.01
7/21/2022	0000008936	003528	SOUTHWESTERN COLLEGE	REGISTRATION FESS	0100	0000001	5800010	061	6,135.00
7/22/2022	0000008937	0000000633	WEX BANK	VEHICLE GASOLINE	0100	0000000	4300022	067	2,500.00
7/22/2022	0000008937	0000000633	WEX BANK	VEHICLE GASOLINE	0100	0982000	4300022	074	20,000.00
7/22/2022	0000008937	0000000633	WEX BANK	VEHICLE GASOLINE	0100	8150000	4300022	070	20,000.00
7/22/2022	0000008937	0000000633	WEX BANK	VEHICLE GASOLINE	0100	8150000	4300022	068	20,000.00
7/22/2022	0000008938	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	1,350.00
7/22/2022	0000008939	0000000872	E-W TRUCK & EQUIPMENT CO., INC	CONTRACTED SERVICES	0100	0982000	5600005	074	1,492.53
7/22/2022	0000008940	0000000224	WESTERN PUMP INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	2,000.00
7/22/2022	0000008941	002768	ROMAINE ELECTRICT CORPORATION	CONTRACTED SERVICES	0100	0982000	5600005	074	3,000.00
7/22/2022	0000008942	004131	HYDROTEX PARTNERS, LTD	CONTRACTED SERVICES	0100	0982000	5600005	074	5,000.00
7/22/2022	0000008943	004603	THE BATTERY PLACE	MECHANIC SUPPLIES	0100	0982000	4300023	074	2,000.00
7/22/2022	0000008944	003859	BATTERY SYSTEMS	MAINTENANCE SUPPLIES	0100	0000000	4300020	069	5,000.00
7/22/2022	0000008945	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300050	073	1,833.91
7/25/2022	0000008946	0000000051	BLACKBOARD INC	MAINTENANCE AGREEMENT	0100	0000000	5800006	067	19,943.91
7/25/2022	0000008947	000067	SAN DIEGO GAS & ELECTRIC	UTILITIES	0100	0000000	5500001	069	670,000.10

## PURCHASE ORDER REPORT (07/01/22 - 07/31/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/25/2022	0000008947	000067	SAN DIEGO GAS & ELECTRIC	UTILITIES	0100	0000000	5500002	069	29,999.90
7/25/2022	0000008948	01641A	XEROX CORPORATION	MAINTENANCE AGREEMENT	0100	0000000	5600020	071	22,000.00
7/25/2022	0000008949	01641A	XEROX CORPORATION	MAINTENANCE AGREEMENT	0100	0000000	5600020	073	50,000.00
7/25/2022	0000008950	001438	REPUBLIC SERVICES	UTILITIES	0100	0000000	5500005	069	140,000.00
7/25/2022	0000008951	004833	SPARKLETTS	CONTRACTED SERVICES	0100	0000000	5800010	071	4,000.00
7/25/2022	0000008952	000069	CITY TREASURER	UTILITIES	0100	0000000	5500004	069	250,000.00
7/25/2022	0000008953	001152	CUSTOM BINDING	PUBLICATION SUPPLIES	0100	0000000	4300050	073	1,023.63
7/25/2022	0000008954	001093	KONE INC	MAINTENACE AGREEMENT	0100	8150000	5600005	070	44,780.00
7/25/2022	0000008955	003935	AMS - ACOUSTICAL MATERIAL	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/26/2022	0000008956	001947	BELLAMA	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,000.00
7/26/2022	0000008957	001845	FERGUSON ENTERPRISES,INC#1350	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
7/26/2022	0000008958	003986	R&R CONTROLS INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,000.00
7/26/2022	0000008958	003986	R&R CONTROLS INC	MAINTENANCE SUPPLIES	0100	8150000	5600005	070	3,000.00
7/26/2022	0000008959	003859	BATTERY SYSTEMS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,000.00
7/26/2022	0000008960	001023	WIRELESS PRO'S	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	500.00
7/26/2022	0000008961	001164	MATERIAL SALES INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,000.00
7/26/2022	0000008962	002981	TIFCO INDUSTRIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/26/2022	0000008963	001161	HOME DEPOT	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	1,000.00
7/26/2022	0000008964	004627	SAFETY-KLEEN SYSTEMS, INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	2,000.00
7/26/2022	0000008965	003192	WALMART	REFRESHMENT	0100	0980002	4300001	061	1,000.00
7/26/2022	0000008966	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	8150000	5800010	070	11,206.24
7/26/2022	0000008967	002771	SMART & FINAL	REFRESHMENTS	0100	0980002	4300001	061	1,000.00
7/26/2022	0000008968	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	125.16
7/27/2022	0000008969	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	8150000	4300011	070	197.79
7/28/2022	0000008970	0000000889	THE JODEE BLANCO GROUP, INC	PROFESSIONAL SERVICES	0100	4035000	5800010	014	4,000.00
<b>Total for 0100</b>									<b>4,075,970.50</b>
7/19/2022	0000008904	003192	WALMART	REFRESHMENTS	1200	6105000	4300015	076	500.00
<b>Total for 1200</b>									<b>500.00</b>
7/22/2022	0000008937	0000000633	WEX BANK	VEHICLE GASOLINE	1300	5310000	4300022	085	2,500.00
<b>Total for 1300</b>									<b>2,500.00</b>
7/16/2022	0000008895	004087	RGC GENERAL EMGINEERING INC	CONTRACTED SERVICES	2133	9010309	6200002	325	168,372.12
<b>Total for 2133</b>									<b>168,372.12</b>
<b>Grand Total</b>									<b>4,247,342.62</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** EXPENDITURE REPORT

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**BACKGROUND INFORMATION:**

The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of July 1, 2022 through July 31, 2022 with checks #14-914233 through #14-919931 for a total expenditure of \$2,048,548.86 from the following sources:

General Fund - \$2,022,444.25  
Child Nutrition Services- \$26,104.61

**RECOMMENDATION:**

Approve/Ratify the expenditures incurred by the District during the period of July 1, 2022 through July 31, 2022 for a total expenditure of \$2,048,548.86. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No.: Base Services and Safety  
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal     New     Amendment     Ratify     Other

Financial Implications?  
 Yes     No

Are funds for this item available in the 2022-2023 Budget?  
 Yes     No

Requisition #

(Amount)

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

Expenditure Report  
7/1/22-7/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14914233	U.S. BANK - PARS #6746050200	7/5/2022	242119.49	0100	CONTRACTED SERVICES
14915016	MANO A MANO FOUNDATION	7/11/2022	4000.00	0100	CONTRACTED SERVICES
14915017	FRONTLINE TECHNOLOGIES GROUP	7/11/2022	17782.09	0100	CONTRACTED SERVICES
14915781	P.I.P.S.	7/14/2022	71426.33	0100	PROFESSIONAL SERVICES
14915782	SOUTHERN CALIFORNIA RELIEF	7/14/2022	740245.00	0100	PROFESSIONAL SERVICES
14915783	GALLAGHER BENEFIT SERVICES, INC	7/14/2022	461.55	0100	PROFESSIONAL SERVICES
14916853	ORANGE COUNTY DEPT. OF EDUCATION	7/18/2022	210.38	0100	PROFESSIONAL SERVICES
14916854	BMR HEALTH SERVICES, INC	7/18/2022	9032.32	0100	PROFESSIONAL SERVICES
14916855	MAXIM HEALTHCARE SERVICES, INC	7/18/2022	7707.86	0100	PROFESSIONAL SERVICES
14916856	ALLIANCE FOR AFRICAN ASSISTANCE	7/18/2022	151.64	0100	PROFESSIONAL SERVICES
14916857	SOUND THERAPIES, INC	7/18/2022	11785.12	0100	PROFESSIONAL SERVICES
14916858	TANYA KELLER	7/18/2022	2662.50	0100	PROFESSIONAL SERVICES
14916859	SAM & ROSE STEIN EDUCATION	7/18/2022	13940.01	0100	PROFESSIONAL SERVICES
14916860	CSBA	7/18/2022	21144.00	0100	MEMBERSHIP
14916861	THE INSTITUTE FOR EFFECTIVE	7/18/2022	11230.76	0100	PROFESSIONAL SERVICES
14916862	ASELTINE SCHOOL	7/18/2022	4911.58	0100	PROFESSIONAL SERVICES
14916863	ABA EDUCATION FOUNDATION	7/18/2022	2081.25	0100	PROFESSIONAL SERVICES
14916864	SOUTH BAY COMMUNITY SERVICES	7/18/2022	32112.00	0100	PROFESSIONAL SERVICES
14917926	CORODATA RECORDS MANAGEMENT, INC.	7/21/2022	257.12	0100	CONTRACTED SERVICES
14917927	VECTOR USA	7/21/2022	7611.65	0100	PROFESSIONAL SERVICES
14917928	MARTA RODRIGUEZ DE TORRES	7/21/2022	32.50	0100	MILEAGE
14917929	MRC SMART TECHNOLOGY SOLUTIONS	7/21/2022	1574.43	0100	CONTRACTED SERVICES
14917930	KEENAN & ASSOCIATES	7/21/2022	1584.43	0100	PROFESSIONAL SERVICES
14917931	ACCO ENGINEERED SYSTEMS, INC.	7/21/2022	35936.00	0100	CONTRACTED SERVICES
14917932	WALSH & ASSOCIATES, APC	7/21/2022	889.00	0100	LEGAL SERVICES
14917933	DFS FLOORING LP	7/21/2022	35399.16	0100	CONTRACTED SERVICES
14917934	JOSE PENA	7/21/2022	1192.28	0100	GARNISHMENT REFUND
14917935	CITY TREASURER	7/21/2022	18922.31	0100	UTILITIES
14917936	WAXIE SANITARY SUPPLY	7/21/2022	2898.10	0100	CUSTODIAN SUPPLIES
14917937	HAWTHORNE MACHINERY	7/21/2022	6080.29	0100	CONTRACTED SERVICES
14917938	SAN DIEGO UNION-TRIBUNE	7/21/2022	337.90	0100	CONTRACTED SERVICES
14917939	SCHOOL SERVICES OF CALIFORNIA	7/21/2022	2950.00	0100	PROFESSIONAL SERVICES
14917940	REPUBLIC SERVICES	7/21/2022	18924.70	0100	UTILITIES

Expenditure Report  
7/1/22-7/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14917941	CALIFORNIA DEPT. OF JUSTICE	7/21/2022	196.00	0100	CONTRACTED SERVICES
14917942	FIREHAWK	7/21/2022	4517.90	0100	CONTRACTED SERVICES
14917943	ANITA GILLCHREST	7/21/2022	34.31	0100	MILEAGE
14917944	I B TROPHIES & AWARDS	7/21/2022	248.47	0100	INSTRUCTIONAL SUPPLIES
14917945	YMCA OF SAN DIEGO COUNTY	7/21/2022	88187.76	0100	PROFESSIONAL SERVICES
14917946	FLEETWASH INC	7/21/2022	196.61	0100	CONTRACTED SERVICES
14917947	AT&T	7/21/2022	6621.32	0100	UTILITIES
14917948	SAN YSIDRO SCHOOL DISTRICT	7/21/2022	6709.00	0100	REPLENISH KEENAN TRUST
14917949	BEST BEST & KRIEGER LLP	7/21/2022	8453.50	0100	LEGAL SERVICES
14917950	FLYERS ENERGY	7/21/2022	1053.03	0100	CONTRACTED SERVICES
14917951	XEROX CORPORATION	7/21/2022	6134.65	0100	CONTRACTED SERVICES
14919007	DEPARTMENT OF GENERAL SERVICES	7/25/2022	615.01	0100	CONTRACTED SERVICES
14919008	ALLIANCE ENGINEERING OF CALIFORNIA, INC	7/25/2022	1081.60	0100	PROFESSIONAL SERVICES
14919010	ACHIEVE3000, INC	7/25/2022	332121.90	0100	LICENSES
14919011	MAXIM HEALTHCARE SERVICES, INC	7/25/2022	7413.00	0100	PROFESSIONAL SERVICES
14919012	DANNIS WOLIVER KELLEY	7/25/2022	2918.50	0100	LEGAL SERVICES
14919014	ACCO ENGINEERED SYSTEMS, INC.	7/25/2022	28565.00	0100	CONTRACTED SERVICES
14919015	THE STEPPING STONE GROUP	7/25/2022	3168.26	0100	PROFESSIONAL SERVICES
14919016	DAVE BANG ASSOCIATES INC.	7/25/2022	57846.68	0100	OFFICE MATERIALS
14919017	THE SPEECH PATHOLOGY GROUP, INC	7/25/2022	7040.00	0100	PROFESSIONAL SERVICES
14919018	CATAPULK12	7/25/2022	600.00	0100	CONTRACTED SERVICES
14919019	LIVING COAST DISCOVERY CENTER	7/25/2022	240.00	0100	ADMISSION FEE
14919020	SAN DIEGO GAS & ELECTRIC	7/25/2022	69283.14	0100	UTILITIES
14919021	CITY TREASURER	7/25/2022	390.76	0100	UTILITIES
14919022	LAKESHORE	7/25/2022	453.42	0100	INSTRUCTIONAL SUPPLIES
14919023	DEPARTMENT OF INDUSTRIAL	7/25/2022	600.00	0100	CONTRACTED SERVICES
14919027	PROFESSIONAL TUTORS OF AMERICA	7/25/2022	120.00	0100	PROFESSIONAL SERVICES
14919029	SOUTHWEST SCHOOL & OFFICE	7/25/2022	1299.27	0100	INSTRUCTIONAL SUPPLIES
14919030	ACE COOLING & FREEZING	7/25/2022	25124.34	0100	CONTRACTED SERVICES
14919031	SOUTHWESTERN COLLEGE	7/25/2022	6135.00	0100	REGISTRATION FESS
14919032	SAN YSIDRO SCHOOL DISTRICT	7/25/2022	350.00	0100	PCARD REPLENISH
14919034	AMERI-MEX PLUMBING INC	7/25/2022	11250.00	0100	CONTRACTED SERVICES
14919927	PROJECT LEAD THE WAY INC	7/28/2022	6650.00	0100	CONTRACTED SERVICES

Expenditure Report  
7/1/22-7/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14919928	PANERA BREAD COMPANY	7/28/2022	2455.64	0100	REFRESHMENTS
14919929	WEX BANK	7/28/2022	4573.47	0100	VEHICLE GASOLINE
14919930	TOM SILVA CONSULTING	7/28/2022	750.00	0100	PROFESSIONAL SERVICES
14919931	THE STEPPING STONE GROUP	7/28/2022	1452.96	0100	PROFESSIONAL SERVICES
<b>Total Fund 01</b>			<b>\$ 2,022,444.25</b>		
14919009	GOLD STAR FOODS	7/25/2022	15232.89	1300	CAFETERIA FOOD
14919013	INDUSTRIAL ELECTRIC	7/25/2022	1455.40	1300	CONTRACTED SERVICES
14919024	HOLLANDIA DAIRY INC.	7/25/2022	7792.32	1300	CAFETERIA FOOD
14919025	COUNTY OF SAN DIEGO	7/25/2022	335.00	1300	CONTRACTED SERVICES
14919026	LLOYD PEST CONTROL CO.	7/25/2022	232.00	1300	CONTRACTED SERVICES
14919028	CALIFORNIA DEPARTMENT OF	7/25/2022	142.50	1300	CONTRACTED SERVICES
14919033	AMERICAN PRODUCE DISTRIBUTORS	7/25/2022	914.50	1300	CAFETERIA FOOD
<b>Total Fund 13</b>			<b>\$ 26,104.61</b>		
Grand total			\$ 2,048,548.86		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

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**BACKGROUND INFORMATION:**

Pursuant to Education Code Section 17604 and No. 22/23-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2022-23 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various departments of the district submitted the agreements on the attached list for Governing Board approval and/or ratification.

**RECOMMENDATION:**

Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

See attached

(Amount)

Various Funding Sources

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION**

**August 11, 2022**

	<b>Vendor</b>	<b>Description</b>	<b>Estimated Amount</b>	<b>Funding Source</b>	<b>Administrator</b>
1	ACCO Engineered Systems	Provide two custom backflow cages (2022-23)	\$12,460.00	General	Adrianzen
2	Boese Consulting	Provide FPM Success Services and workshop. (2022-23)	\$11,500.00	Title I Admin. Reservation	Gonzalez
3	Central State University, College of Education	Provide educational field experiences (2022-2024)	N/A	N/A	Olea
4	Gloria Gonzalez Photography	Provide school portraits and other specialty items for students and staff (2022-23)	N/A	N/A	Adrianzen
5	Jewish Family Services	Provide the "Triple P" Positive Parenting Program to children and families of the District. (2022-23)	N/A	N/A	Gonzalez/Reed
6	Naumann Hobbs	Provide maintenance and repair services (2022-2025)	TBD	Routine Restricted Maintenance	Adrianzen
7	Platinum Event Rentals	Rental of equipment for the Welcome Back Event. (2022-23)	\$9,546.82	General	Adrianzen
8	Primex Wireless Inc.	Provide FCC License renewal services (2022-23)	\$680.98	General	Adrianzen
9	SBCS Corporation & Participating Parties	Amendment No. 1 - Promise Neighborhood Grant Services. Includes agreement language and requirements that protect the district. (Term ends 12-31-23)	N/A	Promise Neighborhoods Grant	Colom
10	SDCOE	Amendment No. 1 - Executive Search - Revised the two searches to include Assistant Superintendent of Administrative Leadership, School Support, and Safety / Assistant Superintendent of Educational Leadership and Pupil Services. Extend the term of the agreement to October 31, 2022. Number of meeting. Amendment has no additional costs. (2022-23)	Contract was board approved 6-9-22.	General	Potter
11	Time & Alarm System (TAS)	Provide fire alarm testing and inspections district-wide. (2022-23)	\$17,150.00	General	Adrianzen
12	Time & Alarm System (TAS)	Provide fire alarm tech present during elevator testing to reset fire alarm devices at school sites. (2022-23)	\$1,100.00	General	Adrianzen
13	Regents of the University of California	Provide the Expanded Food & Nutrition Education Program (EFNEP) (2022-23)	N/A	N/A	Gonzalez/Reed
14	Villalva Training Transportation	Provide bus compliance training services on an "as needed" basis. (2022-23)	\$25,000.00	General	Adrianzen
15	YMCA	To provide parent educational workshops. (2022-23)	N/A	N/A	Gonzalez/Reed

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:** Maintenance, Operations, Transportation & Facilities  Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH ACCO ENGINEERED SYSTEMS

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**BACKGROUND INFORMATION:**

The District's Maintenance Department would like to implement an agreement with ACCO Engineered Systems for the following Plumbing proposal, for Custom Backflow Cages.

This proposal includes Labor, Materials, Equipment, Tools, Taxes, Insurances and Subcontract Services as required to furnish and install the following scope of work:

1. Proposal includes multiple job walks for custom cages.
2. Provide two (2) custom made, powder coated, galvanized cages for protecting the two new backflow preventers.
3. Larger backflow cage for 4345 Otay Mesa Rd will have custom doors and hinges for accessing 4" backflow device. Custom cage will have two locking points for access.
4. Smaller backflow cage for 4350 Otay Mesa Rd will be standard style cage with two locking points.
5. Includes manufacturing and installation costs.
6. Any concrete repairs or replacement included.
7. Work will be done during regular hours 6am-4pm (M-F)

**RECOMMENDATION:**

Approve the agreement with ACCO Engineered Systems to provide Custom Backflow Cages for a cost of \$12,460.00 from the Routine Restricted Maintenance fund.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

\$12,460.00

(Amount)

Routine Restricted Maintenance Fund

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT**  
4350 Otay Mesa Road  
San Ysidro, California 92173  
619-428-4476

**INDEPENDENT CONTRACTOR SERVICES**

**THIS CONTRACT** made and entered into on August 12, 2022 by and between ACCO Engineered Systems hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on August 12, 2022 with work to be completed on or before August 30, 2022.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide labor, materials, equipment, tools, taxes, insurances and subcontract services to furnish and install custom made cages for protecting two new backflow ppreventers. See Exhibit A for Scope of work and rates/fees.

PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
  - Scope of Work Statement (Exhibit A)
  - Certificates of Liability Insurance
  - Additional Insured Endorsement(s)
  - Worker's Compensation Insurance (as required by law)
  - Waiver of Subrogation for both General Liability and Workers' Compensation
  - School Safety Certification Form
  - Covid-19 Vaccination Proof (Addendum)
  - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- 9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.
- 10. 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.
- 11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
- 12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

**CONTRACTOR**

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
**Name**

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BOARD APPROVED: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: marilyn.adrianzen@sysdschools.org

\_\_\_\_\_

PHONE: (619) 428-4476 ext. 3003

DATE: \_\_\_\_\_

FAX: (619) 428-9355

TEL # \_\_\_\_\_

EMAIL: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Contractor Initials \_\_\_\_\_

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. 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 Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

Contractor Initials \_\_\_\_\_

25. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

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

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional 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.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form.**

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials \_\_\_\_\_

**San Ysidro School District**  
**SCHOOL SAFETY CERTIFICATION FORM**

CERTIFICATION PURSUANT TO EDUCATION  
CODE SECTION 45125.1 and  
Penal Code section 667.5(c) or a serious felony  
listed in Penal Code section 1192.7(c)  
Fingerprinting and Criminal Background  
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

\_\_\_\_\_(Initial) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor 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.

\_\_\_\_\_(Initial) Contractor 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 Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_(Initial) Contractor certifies 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 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_(Initial) Contractor 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 Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor 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.

\_\_\_\_\_(Initial) 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.

**CERTIFICATION:**

\_\_\_\_\_(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

\_\_\_\_\_  
\_\_\_\_\_

Name & Title of authorized representative (*Print*)

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_

## ADDENDUM

### COVID-19

#### Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
  - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall

be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.

- d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
  3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
  4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
  5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Contractor's Initials \_\_\_\_\_

July 21, 2022

**EXHIBIT A**



858.695.3977 | Office  
888.747.2226 | 24-Hr Service  
5950 Nancy Ridge Drive, Ste. 500  
San Diego, CA 92121

To: **San Ysidro School District**  
4345 & 4350 Otay Mesa Rd. S.Y. 92154

Attention: **Jose Leon**

Project Name: **4345 & 4350 Custom Backflow Cages**

Bid#: **22512-AB**

We are pleased to quote you the following Plumbing proposal for the above referenced project.

**Scope of Work:**

This proposal includes Labor, Materials, Equipment, Tools, Taxes, Insurances and Subcontract Services as required to furnish and install the following scope of work:

1. Proposal includes multiple job walks for custom cages.
2. Provide two (2) custom made, powder coated, galvanized cages for protecting the two new backflow preventers.
3. Larger backflow cage for 4345 Otay Mesa Rd will have custom doors and hinges for accessing 4" backflow device. Custom cage will have two locking points for access.
4. Smaller backflow cage for 4350 Otay Mesa Rd will be standard style cage with two locking points.
5. Includes manufacturing and installation costs.
6. Any concrete repairs or replacement included.
7. Work will be done during regular hours 6am-4pm (M-F)

**Exclusions:**

1. Premium Time/Shift work
2. Demolition of any kind (except items specifically listed above)
3. Remove and replace walls, floors and ceilings
4. Special inspections/testing/x-ray, Concrete X-ray
5. Detection, identification, abatement, encapsulation, removal of any declared hazardous substance.
6. Prevailing Wage Rates and Certified Payroll Reports, OCIP Enrollment or PLA Assent are Not included. If required to pay prevailing wage, certified payroll, a requote is necessary.

**Pricing Summary:**

In accordance with the above scope, ACCO proposes to perform the work described above for:

<b>Total Lump Sum Bid Price</b>	<b>\$ 12,460.00</b>
---------------------------------	---------------------

This proposal is contingent upon acceptance of a mutually agreeable contract within **30 days**.

We thank you for this opportunity to submit our proposal and look forward to working with you on this project. Please do not hesitate to contact the undersigned for any questions or clarifications.

ACCO Engineered Systems

Anthony Brehm

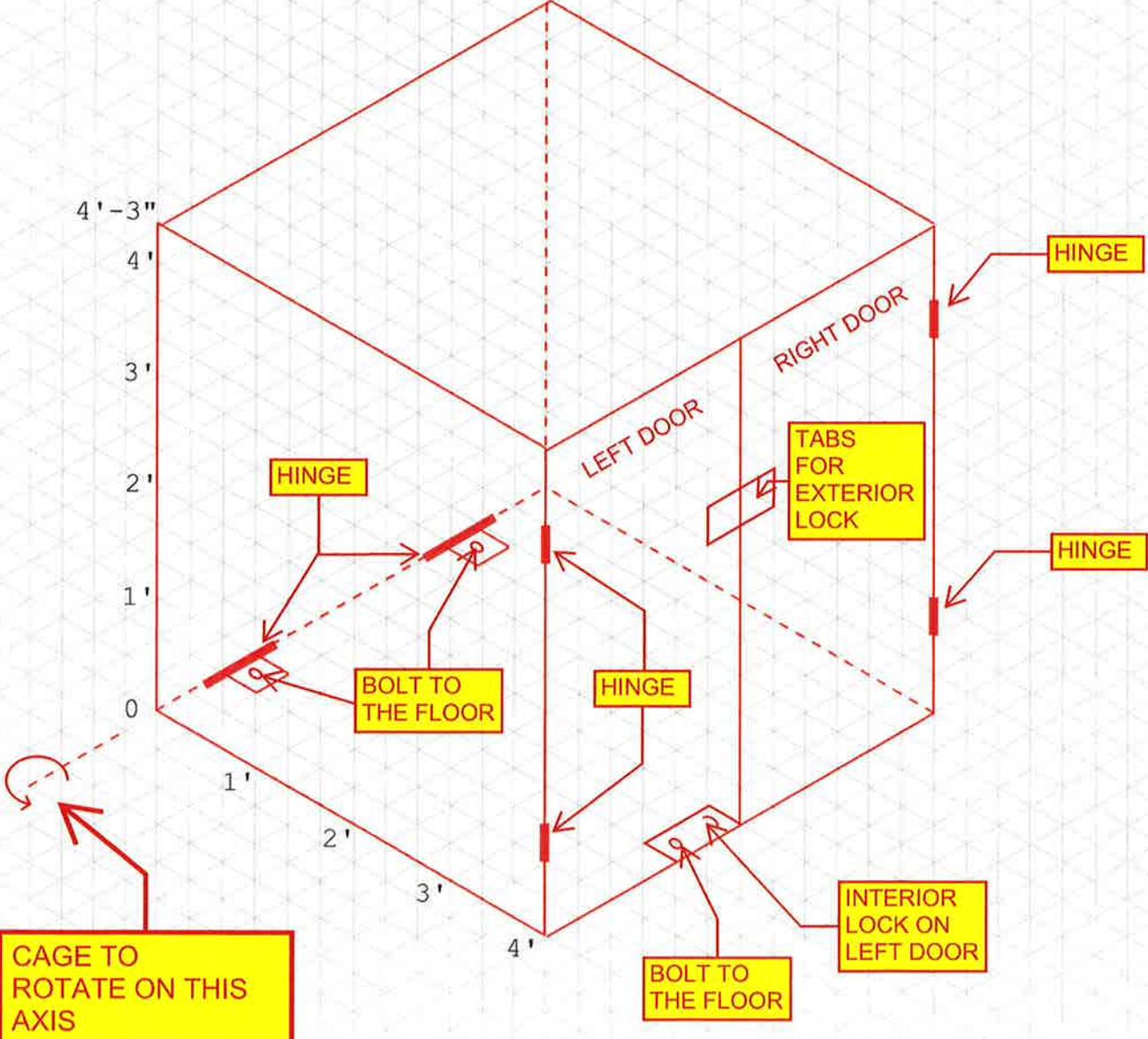
Sales Engineer – Service & Repair Plumbing Division

**Signature:**

**Date:**

**INSTRUCTIONS:**

1. REMOVE EXTERIOR LOCK TO OPEN RIGHT DOOR.
2. REMOVE INTERIOR LOCK ON LEFT DOOR.
3. IF NEED TO, THE CAGE CAN NOW ROTATE TO THE BACK TO EXPOSE BACKFLOW.



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Educational Services  Informational  
Cynthia Gonzalez, Executive Director  Action

**AGENDA ITEM:** AGREEMENT WITH BOESE CONSULTING

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**BACKGROUND INFORMATION:**

Boese Consulting is owned and operated by a California Department of Education veteran specializing in supporting school districts and county offices of education receiving Title I and other categorical funds. As an independent contractor, Dr. Boese provides training, support, and consulting services to LEAs throughout California.

Educational Services is requesting approval to enter into a services agreement with Boese Consulting to provide consulting services and hands-on workshop related to the District's Federal Program Monitoring (FPM) Review scheduled for the 2022-23 school year.

Dr. Boese will provide the following services: ▪ FPM Success™ Pre-Review, ▪ Lead-Up to Review, and ▪ During-Review Consulting services to the District, including a ▪ Pre-Review Hands-On Workshop, not to exceed 70 hours of *time-on-task* work.

Cost implications include a \$10,500.00 fee and an additional fee of \$1,000.00 for any travel/per-diem expenses.

**RECOMMENDATION:**

Approve the service agreement with Boese Consulting for FPM Success services and workshop during the 2022-23 school year at the total cost of \$11,500.00 from the Title I Administrative Reservation fund.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement – Action #1.7: Support personnel for State and Federal Programs to ensure data analysis, program effectiveness and evaluation, and progress monitoring of unduplicated students to support academic acceleration.  
Action #1.16: Provide professional learning opportunities for site and district administrators to support teaching and learning and to strengthen educational practices to support the academic acceleration of all students including unduplicated students and students with disabilities through the use of instructional leadership team professional learning communities of practice, district led data meetings, and learning walks.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

\$11,500.00

(Amount)

Title I Administrative Reservation Fund

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

# PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of August 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Boese Consulting

Company/Consultant

(916) 690-6054

Telephone Number

8988 Pembridge Drive, Elk Grove, CA 95624

Address

www.boeseconsulting.com

Website

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

From: July 1, 2022

To: June 30, 2023

The 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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

## **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 30-days of receipt of an acceptable invoice from Consultant.

## **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 a Company Contact 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, 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 – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(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, sexual misconduct 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 if applicable):** 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)*  
**District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.  
**District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.  
**District waives \_\_\_\_\_**

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 - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) 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. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

#### 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. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

#### Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School 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/SubConsultant/Subcontractor 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) 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. 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.

(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: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

**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 complete attached School Safety Certification Form.)**

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 staff.

**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.

<b>CONSULTANT:</b>	<b>Boese Consulting</b>	
Name:	Larry Boese, Ph.D.	
Title:	Principal Consultant	
Address:	8988 Pembridge Drive	
City/State/Zip Code:	Elk Grove, CA 95624	
Telephone:	(916) 690-6054	
Email:	lboese@boeseconsulting.com	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Cynthia Monreal Gonzalez
Title:	Chief Business Official	Executive Director of Educational Services
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	Marilyn.adrianzen@syzsdschools.org	Cynthia.gonzalez@syzsdschools.org

**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 to enter into agreement on behalf of the Party for which his or her signature is made.//

**CONSULTANT**

**DISTRICT**

**Boese Consulting**

**San Ysidro School District**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

Larry Boese, Ph.D., Principal Consultant

Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved:

Revised 08-01-2020

## ADDENDUM

### COVID-19

#### Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
  - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
  - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

**Consultant's Initials** \_\_\_\_\_

**SCHOOL SAFETY CERTIFICATION FORM**

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and  
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)  
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

\_\_\_\_\_ (Initial) 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.

\_\_\_\_\_ (Initial) 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 Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_ (Initial) Consultant certifies 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 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_ (Initial) 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.

\_\_\_\_\_ (Initial) 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.

\_\_\_\_\_ (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: \_\_\_\_\_

Name/title of authorized representative (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**Scope of Work and Quote  
Boese Consulting FPM Success Services  
For San Ysidro School District**

Dr. Larry Boese of Boese Consulting (hereinafter referred to as Dr. Boese) will provide San Ysidro School District (hereinafter referred to as the District) the following consulting services related the District’s On-Site Federal Program Monitoring (FPM) Review scheduled for November 15-18, 2022.

**Assistance with the following programs included in the District’s On-Site FPM Review:**

- ✓ CARES Act (CA) (Federal Stimulus Monitoring for 2022-23)
- ✓ Compensatory Education (CE), Title I, Part A
- ✓ English Learners (EL), Title III, Part A and State Requirements
- ✓ Early Learning and Care (ELC)
- ✓ School Support and Improvement (SSI)
- ✓ Uniform Complaint Procedures (UCP)

**FPM Success™ Pre-Review Hands-On Workshop to Be Provided On-site (or Online), [date to be determined (TBD)]**

Which will include:

- *Identification of relevant documents* to address Program Instrument Item-related Evidence Requests (ERs) for all 6 programs in the District’s FPM review, to include:
  - **FPM Evidence Request Detail spreadsheets** for all 6 reviewed programs listed above, organized by Program Instrument Items and Sub-items
  - Review and discussion of the FPM Evidence Request Detail spreadsheets with district and school staff responsible for providing and uploading evidence documents to the California Monitoring Tool (CMT) for each of the 6 reviewed programs
  - **Key Documents List** for all 6 reviewed programs listed above
- *Content review of selected key evidence documents* with district and school staff to determine if they address all legal requirements stated in Program Instruments and Items (selected key documents to be agreed upon by District and Dr. Boese in advance of the Workshops)
- *Determining if systems, procedures, or practices need to be established* by the District or schools selected for each reviewed program to address legal requirements.

Dr. Boese will lead the FPM Pre-Review Hands-On Workshop, including use of the FPM Evidence Request Detail spreadsheets.

**Additional FPM Success™ Pre-Review Services** - in advance of the 30-day deadline for submitting FPM evidence documents in the California Monitoring Tool (CMT)

Including the assistance with the following from [date TBD] to October 15, 2022:

- *Identification of relevant documents* to address all Instrument Item-related Evidence Requests (ERs) for all programs included in the District's FPM review, to include:
  - Ongoing support through email exchanges, conference calls, and/or Zoom meetings to clarify ambiguous Program Items and ERs and documents needed to address them
  - Access to the District's CMT at the Reviewer level
- *Content review of collected documents to determine if they address all legal requirements* stated in all Program Instruments and Items, including:
  - Initial review of documents sent as email attachments
  - Feedback on documents uploaded to the District's CMT and linked to Draft ERs before Certification
- *Developing or revising documents* as needed to address all legal requirements contained in Program Instrument items
- *Providing sample documents* as needed to address all legal requirements contained in Program Instrument items

**As needed:**

- *Assistance with determining if systems, procedures, or practices need to be established* by the District or schools selected for each reviewed program to address legal requirements
- *Assistance with stablishing, implementing, and documenting* needed systems, procedures, or practices

**FPM Success™ Lead-Up to Review Services** – from the 30-day deadline to the start of the On-site FPM Review

Including assistance with the following from October 15 to November 15, 2022:

- *All services listed under Pre-Review Services that are still needed*
- *Responding to comments posted to CMT by FPM Program Reviewers* requesting
  - additional documents needed, and
  - clarification or revision of previously uploaded documents
- *Responding to Reviewer comments regarding the implementation of required systems, procedures, or practices or adequate records of their implementation; and*
- *Any scheduled conference calls with FPM Program Reviewers and Team Lead* to seek clarification on legal requirements of program instrument items.

**FPM Success™ During-Review Services – from first to last day of Scheduled FPM Review**

Including assistance with the following, November 15-18, 2022:

- Ensuring that the District has responded or will respond to all comments posted by FPM Program Reviewers regarding instrument items needing more evidence;
- Prioritizing items needing more evidence or clarification that can be addressed before the deadline for uploading additional documents to CMT;
- Revising documents as needed to address all relevant item requirements; and
- Implementing and/or adequately documenting legally required procedures and practices for reviewed programs that can be accomplished before the deadline for uploading additional documents to CMT.

Dr. Boese will provide the above FPM Success™ Pre-Review, Lead-Up to Review, and During-Review Consulting services to the District, including a Pre-Review Hands-On Workshop, not to exceed 70 hours of time-on-task work, for a fee of \$10,500, and an additional fee of \$1,000 for any Travel/Per-Diem Expenses. These consulting services will be provided in coordination with District administrators and staff assigned to its FPM review through:

- Ongoing Online communications by email,
- Online access to the District's CMT program,
- Conference calls and/or Zoom sessions on a periodic as-needed basis, and
- On-site work at the District, as applicable (including the Pre-Review Hands-On Workshop) for two days, or more if needed, throughout the contract period (fees will only be charged for documented travel and per-diem expenses).

*If additional consulting services, including on-site assistance, are needed beyond 70 hours of work, additional time may be agreed up by both parties, at a rate of \$150.00 per hour.*

If this Scope of Work and Quote for \$11,500.00 for FPM Success consulting services and travel/per-diem expenses, as described above, is agreeable to the District, please draw up a Consulting Agreement Contract for our mutual signing. I have a model Agreement for Consulting Services form if one is needed.

If there is a need to negotiate any of the above terms, please let me know as soon as possible.

Sincerely,

Larry Boese, Ph.D.  
Boese Consulting  
[lboese@boeseconsulting.com](mailto:lboese@boeseconsulting.com)  
(916) 690-6054

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Human Resources  Informational  
Linda Olea, Executive Director  Action

**AGENDA ITEM:** AGREEMENT WITH CENTRAL STATE UNIVERSITY, COLLEGE OF EDUCATION

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**BACKGROUND INFORMATION:**

The District would like to enter into an agreement with Central State University, College of Education to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service. The University operates fully accredited educational programs for its candidates. The term of this agreement shall commence on August 12, 2022 and terminate on June 30, 2024.

**RECOMMENDATION:**

Approve the agreement with Central State University, College of Education to provide educational field experiences.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #1: Student Achievement – 1.5 Staffing

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Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

--

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** entered into by and between **Central State University, College of Education** hereinafter called the **UNIVERSITY** and San Ysidro School District, hereinafter called the **DISTRICT**:

**WHEREAS**, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

**WHEREAS**, the University operates fully accredited educational programs for its candidates; and

**WHEREAS**, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

**NOW, THEREFORE**, it is mutually agreed upon between the parties as follows:

### GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on August 12, 2022 and terminate on June 30, 2024.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the District. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.
3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.
4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.
5. **Scope of Work and Compensation.**  
Refer to **Exhibit A** for Scope of Work and Compensation (if applicable).
6. **Insurance.**
  - a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees.
  - b. The University shall maintain minimum insurance coverage for Worker's Compensation,

including Employer's Liability, covering its employees and candidates. Include Waiver of Subrogation endorsement.

- c. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates.
- d. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates. The District shall be named additional insured with the appropriate endorsements.
- e. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.
- f. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:
  - i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.
  - ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

**7. Confidentiality.**

- a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.
- b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the

District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

8. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.
9. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.
10. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.
11. **Indemnification.**  
Each Party agrees to be responsible for any personal injury or damage caused by its own negligent acts or omissions. Each Party further agrees to defend itself and pay any judgements and costs arising out of such negligent acts or omissions. Nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

12. **Other.**

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation

Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance, or other valid CTC document, (e) have a negative TB test, and (f) provide proof of Covid-19 vaccination.

**13. 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.

<b>UNIVERSITY:</b>	<b>Central State University</b>	
Name:		
Title:		
Address:		
City/State/Zip Code:		
Telephone:		
Email:		

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Linda Olea
Title:	Chief Business Official	Executive Director of Human Resources
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 x3012
Email:	Marilyn.adrianzen@sysdschools.org	Linda.olea@sysdschools.org

**14. Governing Law.**

The Parties agree to remain silent in regard to Governing Law.

**15. Entire Agreement**

This Agreement represents the entire understanding of District and University 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.

**16. Warranty of Authority:**

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

**Signature Page**

**UNIVERSITY**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

Phone Number:

**DISTRICT**

**San Ysidro School District**  
\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

**Marilyn Adrianzen, Chief Business Official**  
\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved:

Version 2022-23



## EXHIBIT A

CENTRAL STATE UNIVERSITY • College of Education  
1400 Brush Row Rd.  
P.O. Box 1004  
Wilberforce, OH 45384

### MEMORANDUM OF UNDERSTANDING BETWEEN CENTRAL STATE UNIVERSITY'S COLLEGE OF EDUCATION AND SAN YSIDRO SCHOOL DISTRICT

This agreement is made and entered into by and between Central State University's (CSU) College of Education, hereinafter referred to as the College and **San Ysidro School District** hereinafter referred to as the District.

1. The College agrees to assume responsibility for the following tasks:
  - a. planning and executing the student teaching program and field courses curriculum, faculty supervisory assignments with consultation from school partners;
  - b. ensuring that methods candidates and student teachers are fully admitted to their teacher education programs and are informed of District policies and regulations including dress codes and professional standards of behavior in and out of the classroom as well as their presence on social media;
  - c. certifying that all students placed within the school district have clear BCI and FBI criminal background checks on file with the College. No student will be placed in the school district with a disqualifying criminal conviction as listed in O.R.C. 3319.39;
  - d. completing and forwarding required information and materials by the District such as handbooks, etc.;
  - e. ensuring that candidates and student teachers understand that they are not permitted to contact District principals or cooperating teachers to make their own placements;
  - f. placing only observation and methods candidates and student teachers who have met criteria for such placement under College and District policies and regulations;
  - g. reviewing the CSU methods and student teaching handbooks with all critical stakeholders and following all guidelines and requirements;
  - h. assigning competent and experienced College faculty supervisors to oversee candidates' field assignments and student teaching;
  - i. providing preliminary and follow-up professional development, correction, written instructions such as the handbook etc., for all candidates and student teachers in the field;
  - j. requesting and adhering to District guidelines, protocol, procedures, etc.;
  - k. providing appropriate professional development and incentives for the District cooperating teachers or other District personnel as needed; and
  - l. withdrawing or dismissing any university supervisor, methods candidate or student teacher found to be unacceptable to the District for reasons of poor performance or other reasonable grounds.

2. The District agrees to assume responsibility for the following tasks:
- a. providing opportunities for observation and methods candidates and student teachers to work in a learning and/or teaching classroom situations under the supervision of experienced, licensed, professional teachers;
  - b. assuming and maintaining responsibility for the placement of observation and methods candidates as well as student teachers;
  - c. allowing cooperating teachers time to participate in College training and preparation training;
  - d. assigning agreeable, experienced, licensed, professional cooperating teachers;
  - e. following the policies and procedures as listed in the College handbooks;
  - f. notifying the College of changes in the licensure status of any cooperating teacher;
  - g. maintaining confidentiality of candidates' records and data subject to the provisions of state and federal statutes; and
  - h. supplying the university supervisor with required District paperwork, forms, and information.

3. General provisions:

**August 12, 2022**

- a. The term of this agreement shall commence on ~~August 1, 2022~~ and end on ~~August 31, 2024~~ **June 30, 2024.**
- b. Any amendments to this agreement must be made in writing.

School District: **San Ysidro School District**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

University: **Central State University**

Signature: *F. Erik Brooks* Date: 04/21/2022

Print Name: F. Erik Brooks Title: Provost and VP for Academic Affairs

College: **College of Education**

Signature: *Rajeev Swami* Date: 4/18/22

Print Name: RAJEEV SWAMI Title: INTERIM DEAN

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

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**BACKGROUND INFORMATION:**

Gloria Gonzalez Photography has been providing school portraits and other specialty items for students and staff. Services are provided based on principal's choice to participate. Participating schools receive a commission for portrait packages that are sold. School principal may designate and work in conjunction with the school's PTA to coordinate student activities/events and purchase incentives with the commission from these services.

**RECOMMENDATION:**

Approve the agreement with Gloria Gonzalez Photography to provide school portraits and other specialty items for students and staff for school year 2022-23.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

N/A  
(Amount)

N/A  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

# PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of August 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Gloria Gonzalez Photography  
Company/Consultant

(619) 409-2027  
Telephone Number

5317 Vista Santa Margarita, San Diego, CA 92154  
Address

fotografiagloria@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.

(1) All photographs taken pursuant to this Agreement shall be processed and printed exclusively in the United States of America.

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 maintain a valid and current City of San Diego Business Tax Certificate for the duration of 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

From: July 1, 2022

To: June 30, 2023

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.

## **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, 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 Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage 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.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability: \$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. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*

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.

## 4.8 CONFIDENTIALITY

All photographs, video, data, materials, products, technology, financial information and other documents ("Confidential Information"), either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Confidential Information shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the services performed pursuant to this Agreement. Consultant shall not disclose, cause or facilitate the disclosure of the Confidential Information to any person or entity not connected with the performance of the

services or this Agreement. Consultant shall adhere to all relevant Family Educational Rights and Privacy Act (FERPA) Regulations. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known or has become known to the related industry shall be deemed confidential.

## **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) 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.

(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.

**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.

<b>CONSULTANT:</b>	Gloria Gonzalez Photography
Name:	Gloria Gonzalez
Title:	Owner
Address:	5317 Vista Santa Margarita
City/State/Zip code:	San Diego, CA 92154
Telephone:	(619) 409-2027
Email:	fotografiagloria@gmail.com

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476 ext. 3003	
Email:	marilyn.adrianzen@sysdschools.org	

**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 and includes the Coronavirus Addendum.

**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**

Gloria Gonzalez Photography

Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Phone Number

**DISTRICT**

San Ysidro School District

Firm Name

\_\_\_\_\_  
Signature

Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved

## ADDENDUM

### COVID-19 Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
  - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
  - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Consultant's Initials \_\_\_\_\_

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1  
Fingerprinting and Criminal Background Investigation Requirements**

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.

\_\_\_\_\_ (Initial) 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.

\_\_\_\_\_ (Initial) Consultant certifies 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.

\_\_\_\_\_ (Initial) 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.

\_\_\_\_\_ (Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

\_\_\_\_\_ (Initial) 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.

\_\_\_\_\_ (Initial) Consultant's individuals/employees who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form.

\_\_\_\_\_ (Initial) Consultant will provide a list of their employee's names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

\_\_\_\_\_ (Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant \_\_\_\_\_

Name/title of authorized representative (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

To whom it may concern,

I would like to present who we are and our proposals for this upcoming school cycle.

Before I begin, I would like to inform you a bit about our long work history as a professional photography studio in the school environment.

We have more than 25 years of experience as a photography studio. In the San Ysidro School District, we have offered our services for more than 15 years in which we have served as photographers and as professional designers from the photo shoots to the very last detail in turning in the photographs. We are always making sure we offer our upmost professionalism and excellent quality service. All the work that we offer is retouched and edited. For the finishing product, all of our prints are texturized (to keep from damaging) cut out (for sizes), and packaged for proper presentation of the work. For those prints that are 8x10 or larger, we mount them on a white carton especially made for photography paper.

Up to this moment, the packages that we have offered to the schools in the district have been the following:

Christmas Package:

We bring a professional portable studio set up which includes the holiday background, the lighting necessary and a tripod for the camera, a person dressed as Santa Claus and some props for example; Christmas hats, scarves, and stuffed toys (holiday themed)

Spring Package:

We bring a professional portable studio set up including a spring background, necessary lighting, and a tripod for the camera. We have a person dressed as an Easter bunny and props suitable for the occasion such as bunny ear headbands, spring hats and stuffed toys (spring themed), the bunny suit is optional. It is possible to just have spring props such as a chair and basket.



**Graduation Package:**

We bring a professional portable studio set up with a proper background for professional graduation pictures and necessary lighting. In this package we take a group photo with the school uniform or with the graduation suit (dress, suit, etc.) Each school decides how they want the picture taken. For the individual picture, we bring the cap and gown (we have different colors).

For this School cycle we have a few package proposals:

**Christmas Package :** The sessions are usually in the month of November.

1)calendar 6x10

1)5x7's

2)3.5X5

4)wallets

6)gift tags

Price: \$35.00 dlls.

**Spring Package:** The sessions are usually taken in the month of March.

1)6x10

1)5x7's

2)3.5x5's

4)wallets

Price: \$35.00 dlls.

**Graduation Package:** The sessions are usually taken in the month of April and May

1)8x10

2)5x7's

8)wallets

1)6x12 Group Photo

Price: \$45 dlls.

Additional specialty items include mugs for the three packages and a snow globe for the Christmas Package for an extra cost of \$12 and 15 dlls. respectively, additional to the package.



gloria gonzález  
PHOTOGRAPHY

Up to this moment we have worked directly with the PTA in each school and have left a certain amount of earnings from each package to help PTA fundraising.

This year we will leave \$4 dollars per package and \$1 for each specialty item bought.

For the graduation package we have worked with preschool, kindergarten and occasionally 6<sup>th</sup> grade students. We do offer more services than the ones stated above. It is a matter of letting us know what you are looking for and we can accommodate.

We understand that these services are in no way obligatory, therefore we do not ask for a minimum of students to sign up for the packages for us to come and offer our services.

This way the school does not feel obliged to gather enough people. We are only requesting to be able to continue our photography services in the Chula Vista School District with your consent.

Thank you for your time and consideration. I hope that the above information has proved that we are a professional photography service and that with this, we will be considered to be able to work within the district for this school cycle and others to come.

Sincerely,  
Gloria A. Gonzalez  
of Gloria Gonzalez Photography



(619) 409- 2027



fotografiagloria@gmail.com



[www.gloriagonzalezfotografia.com](http://www.gloriagonzalezfotografia.com)



[facebook.com/fotografia.gloria](https://facebook.com/fotografia.gloria)

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## Schools Picture Dates San Ysidro School District

### Christmas pictures 2022

Date	School
November 4 <sup>th</sup>	Willow Elementary School
November 14 <sup>th</sup>	La Mirada Elementary School
November 15 <sup>th</sup>	Smythe Elementary School
November 16 <sup>th</sup>	Sunset Preschool
November 16 <sup>th</sup>	Sunset Elementary School
November 17 <sup>th</sup>	Ocean View Hills Elementary School
November 17 <sup>th</sup>	Ocean View Hills Preschool
November 18 <sup>th</sup>	CDC

### Spring/Easter pictures 2023

Date	School
March 14 <sup>th</sup>	La Mirada Elementary School
March 15 <sup>th</sup>	Smythe Elementary School
March 16 <sup>th</sup>	Willow Elementary School
March 22 <sup>th</sup>	Sunset Elementary School
March 22 <sup>th</sup>	Sunset Preschool
March 23 <sup>th</sup>	Ocean View Hills Elementary School
March 23 <sup>th</sup>	Ocean View Hills Preschool
March 24 <sup>th</sup>	CDC

### Graduation pictures 2023

Date	School
April 11 <sup>th</sup>	La Mirada Elementary School
April 12 <sup>th</sup>	Smythe Elementary School
May 1 <sup>st</sup>	Willow Elementary School

May 2 <sup>th</sup>	Sunset Preschool
May 3 <sup>th</sup>	Ocean View Hills Preschool TK and Kinder
May 4 <sup>th</sup>	Sunset Kinder
May 12 <sup>th</sup>	CDC

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Preschool & Child Development Programs  
Lorena Varela-Reed, Director

Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE

---

**BACKGROUND INFORMATION:**

The Jewish Family Service of San Diego wishes to continue to collaborate with the District to enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract (SD County Agreement 553898) "Triple P" Positive Parenting Program. This free program is evidence-based and is presented as a three seminar series by certified, experienced, and well trained speakers and educators. The District would like to continue this collaboration with the Jewish Family Service of San Diego for school year 2022-23.

**RECOMMENDATION:**

Approve the Memorandum of Understanding with the Jewish Family Service to provide the "Triple P" Positive Parenting Program to children and families of the District during school year 2022-23 at no cost to the District.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

(Amount)

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

## MEMORANDUM OF UNDERSTANDING

Between **JEWISH FAMILY SERVICE** and **SAN YSIDRO SCHOOL DISTRICT**

Parties: This Memorandum of Understanding is between Jewish Family Service [JFS] and SAN YSIDRO SCHOOL DISTRICT.

Purpose: To establish a collaborative relationship between Jewish Family Service and SAN YSIDRO SCHOOL DISTRICT that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 553898] "Triple P" Positive Parenting Program.

Responsibilities of Parties: In order to achieve the purpose set out above, the parties will perform the following activities:

### ***Jewish Family Service will:***

- JFS will partner with SAN YSIDRO SCHOOL DISTRICT to provide services through the Positive Parenting Program to children and families at the school.
- JFS will provide the following services to each school site that chooses to host the program:
  - Three parent education seminars using the evidence-based "Triple P" curriculum to interested SAN YSIDRO SCHOOL DISTRICT parents and staff of children from the school.
- If the option of in-person visitation is not allowed due to COVID-19 CDHP/SD County/District guidelines, parent education seminars may be provided remotely in a virtual space.
- JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.

### ***SAN YSIDRO SCHOOL DISTRICT will:***

- SAN YSIDRO SCHOOL DISTRICT will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers.
- SAN YSIDRO SCHOOL DISTRICT, when choosing to host the Positive Parenting Program will provide adequate space for the Seminars and distribute information regarding the program to parents and staff.
- SAN YSIDRO SCHOOL DISTRICT will work closely with JFS ensure that the program reaches and serves as many people as possible at the schools that request the Triple P program.

### *If requested:*

- JFS will provide child supervision, with caregivers who have cleared a criminal background check and tested negative for TB.

OR

- JFS will reimburse SAN YSIDRO SCHOOL DISTRICT for qualified employees (with a clear TB test and background check) no more than \$15 per hour (not to exceed a total of \$250 per person) to provide supervision during child activity groups.
  - SAN YSIDRO SCHOOL DISTRICT will comply with standard California and Federal labor regulations, including worker's compensation and payroll taxes when providing qualified employees for child supervision.
  - SAN YSIDRO SCHOOL DISTRICT will provide an invoice for child supervision to the JFS Positive Parenting Program Manager at the completion of the class, not later than 30 days after completing the service.

General Terms of the Agreement: Both Jewish Family Service Positive Parenting Program and SAN YSIDRO SCHOOL DISTRICT agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality and agree to indemnify, defend and hold harmless each other against any and all potential penalties incurred in the event that they violate any portion of this agreement. This agreement does not create a legal partnership or contract between the parties. The initial term of this agreement is July 1, 2022, to June 30, 2023.

*JEWISH FAMILY SERVICE*

*SAN YSIDRO SCHOOL DISTRICT*

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Shreya Sasaki

Name: Marilyn Adrianzen

Title: Sr. Director, Family and Community Svcs

Title: Chief Business Official

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board approved: \_\_\_\_\_

For further information, please contact:

Shreya Sasaki (858) 637-3000  
8804 Balboa Avenue  
San Diego, CA 92123

Address:  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
(619) 428-4476

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH NAUMANN HOBBS MATERIAL HANDLING

---

**BACKGROUND INFORMATION:**

During the school year repairs and parts are needed on equipment such as forklifts. The District would like to retain the services of Naumann Hobbs for a 3-year agreement. Term: 2022-2025.

**RECOMMENDATION:**

Approve/Ratify the 3-year Planned Maintenance Agreement with Naumann Hobbs Material Handling to provide maintenance and repair services. Costs to be paid from the Routine Maintenance Fund.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

(Amount)

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No



Phoenix, AZ 602.437.1331  
 Nogales, AZ 520.281.9445  
 Northern AZ 800.893.1331  
 Tucson, AZ 520.623.5865  
 Yuma, AZ 928.344.8792  
 Credit Approval Number \_\_\_\_\_

Las Vegas, NV 702.873.1382  
 Fontana, CA 909.854.5000  
 San Diego, CA 858.207.2800

### Planned Maintenance Agreement

Either party upon written notice may cancel this agreement at any time.  
 This agreement supersedes any other agreement between us, either expressed or implied.

#### MAINTENANCE

Additional maintenance will be done only when authorized. Labor, parts, or material will be billed at prevailing prices.

NOTE: normal daily maintenance - topping off fluid levels, cleaning filters, and charging batteries - is the responsibility of the user.

CONDITIONS Machine(s) must be available for servicing when technician arrives or waiting time will be charged at prevailing labor rate unless otherwise agreed in advance. A suitable place must be provided to permit technician to work on machine(s) unrestricted by space limitation or other interferences. On equipment not sold by Naumann/Hobbs Material Handling, we stress the following:

1. We may request that you supply the parts needed or the manuals provided with the equipment by the manufacturer.
2. We assume no responsibility for delays caused by our competitors' inability to provide parts for their equipment.

ESCALATOR CLAUSE All prices shown are subject to review and adjustment based on market costs. Any change will become effective the following billing; no notice of price change will be sent.

CHARGES We propose to furnish Planned Maintenance service for your equipment listed below, according to the schedule shown. Additions and deletions will be made to this agreement as requested. Charges do not include parts or materials. These will be billed at prevailing prices. Battery PM charges assume user will provide a hoist or second lift truck for removing and reinstalling the battery.

TYPE	MAKE	MODEL	SERIAL #	EQUIPMENT #	SCHEDULE	PM CHARGE
ELECTRIC	CROWN	20MT	1A376890		90 DAY	\$125.00

Special Instructions

**\*\* 3 YEAR CONTRACT\*\*** Term: July 1, 2022 to June 30, 2025

Requested Service Start Times

Call For Soonest Available Schedule Date \_\_\_\_\_ Within 14-Business Days \_\_\_\_\_ Begin Month Of JULY 2022

Company SAN YSIDRO SCHOOL DISTRICT Customer Number 114477

Billing Address 4350 OTAY MESA RD City SAN YSIDRO State CA Zip 92173

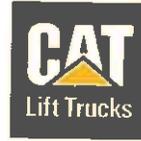
Physical Address 4350 OTAY MESA RD City SAN YSIDRO State CA Zip 92173

Telephone 619-428-4476 X 3005 Normal Business Hours/Days \_\_\_\_\_

Additional Repairs May Be Authorized By BLANCA VEGA

Accepted By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Naumann/Hobbs Material Handling By MONICA BLAZEVIK  Date 7/27/2022



## Planned Maintenance Description of Services

The Comprehensive Planned Maintenance Program includes the following Services on your material handling equipment, performed at your location:

### Internal Combustion Equipment

1. Blow out radiator core and clean the machine with compressed air.
2. Clean and lubricate grease fittings.
3. Check all Electrical components, Ignition system, Charging system & Starting System.
4. Change engine oil and filter.
5. Check transmission and differential oil level, fill if necessary
6. Inspect air filter, replace if necessary.
7. Inspect upright for proper adjustment and operation
8. Check battery condition, clean if necessary.
9. Inspect hydraulic sump filter, clean or replace if necessary.
10. Check hydraulic oil level, fill if necessary.
11. Inspect hoses and connections.
12. Check steering gear box oil level, fill if necessary. (For Older Models).
13. Check power steering oil level, fill if necessary.
14. Inspect power steering for proper adjustment.
15. Inspect hydraulic, oil, and cooling systems for leaks.
16. Check radiator and reservoir for proper coolant level
17. Inspect brake pedal linkage for proper adjustment.
18. Check brake master cylinder, fill if necessary.
19. Check engine PVC valve.
20. Inspect all accessory drive belts, also check for proper tension.
21. Inspect carburetor and accelerator linkage, including choke control.
22. Check distributor points for adjustment and condition. (For Older Models).
23. Inspect spark plugs and ignition wiring.
24. Inspect lift, tilt, and side shift cylinders for leaks.
25. Inspect tilt cylinder rod ends and anchors, adjust/tighten if necessary.
26. Inspect all tire condition.
27. Physical inspection of equipment, including safety equipment.
28. Inspect equipment for proper decal location and condition.
29. Operate unit for Safe Operation, "Test Drive".
30. Provide written documentation of all items listed above.
31. Make recommendations of any necessary repairs.

### Electric Powered Equipment

In addition to I/C Equipment PM Services, as applicable:

1. Check operation of all controls under load conditions.
2. Inspect speed controller and linkages.
3. Inspect contactors and switches.
4. Inspect motor brushes for conditions.
5. Inspect resistors, contactors, connections and wiring.
6. Check battery voltage, amps, connectors and water level.
7. Check for frame grounds.
8. Inspect load wheels and caster wheels.
9. Check draw bar alignment.
10. Clean machine with compressed air including panels.

### Battery CM Service

1. Remove battery from unit (handling equipment required).
2. Clean battery outer case and surface.
3. Clean and inspect battery cables, connectors and contact tips.
4. Inspect battery for damage or needed repairs.
5. Fill battery with water.
6. Test individual cells – voltage & specific gravity.
7. Clean & inspect forklift battery compartment.
8. Inspect motors and cables.
9. Reinstall battery in unit.
10. Test for proper operation.
11. Provide written condition report.
12. Advise recommended repairs.

You can always add our "On-Site" Annual Certification for aerial equipment for an additional charge, based on unit type and size.

### Safety + Productivity = Profitability

It is the intent of our Service Program to provide the most complete evaluation of your equipment as possible while performing the above services. We are confident that along with your daily inspection of your equipment, our Maintenance Program will provide the best opportunity for you to extend the life of your equipment, as well as minimizing potential hazards to the safe operation of your equipment, which will provide maximum uptime and improve productivity of your operation.

**We thank you for the opportunity to provide this Planned Maintenance Program for your consideration.**

**Call Us Today!**

**1.855.282.1212**

**[www.performancepeople.com](http://www.performancepeople.com)**

Naumann Hobbs Material Handling and San Ysidro School District  
2022-23 Memorandum of Understanding

ADDENDUM

Both Naumann Hobbs and the San Ysidro School District (Parties) agree to the following:

- **INDEMNIFICATION:**

Parties mutually agree to protect, save, defend, indemnify and hold harmless each other, 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 either Party, Parties' agents, officers, employees, subcontractors, or independent contractors hired by Parties under this Agreement. The only exception to responsibility to protect, save, defend and hold harmless is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of either Party. 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 negligent Party.

- **INSURANCE:**

Naumann Hobbs shall maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance naming the San Ysidro School District as additional insured and with the proper endorsements.

All Coverages. Insurance policy required by this Agreement shall be not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

Each of the parties signing this Amendment to Jewish Family Service Memorandum of Understanding 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.

\_\_\_\_\_  
NAUMANN HOBBS  
Firm Name

\_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Board Approved

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH PLATINUM EVENT RENTALS

---

**BACKGROUND INFORMATION:**

The District's Welcome Back Event was held on July 21, 2022. Tables, chairs, etc. were required to hold this annual staff professional development and welcome back event for approximately 650 employees.

**RECOMMENDATION:**

Approve/Ratify the rental agreement with Platinum Event Rentals in the amount of \$9,546.82 from the General fund.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal    New    Amendment    Ratify    Other

Financial Implications?

Yes    No

Are funds for this item available in the 2022-2023 Budget?

Yes    No

Requisition #

\$9,546.82

(Amount)

General fund

(Name of funding source and/or location)

---

Recommended for:    Approval    Denial   Certification Requested    Yes    No



~Showroom | Office | Will Call Location~

7696 Formula Place San Diego, CA 92121

Ph: (858) 483-RENT (7368) Fax: (858) 222-6706

Mailing address: 7696 Formula Place, San Diego CA 92121  
www.platinumeventrentals.com

**ORDER CONFIRMATION: #61123-8**

EVENT DESC: DELIVERY  
 EVENT DAY: Wednesday  
 EVENT DATE: 07/20/2022  
 EVENT TIME:  
 DELIVERY: WED 07/20/2022 8AM-12PM  
 PICKUP: FRI 07/22/2022 12PM-4PM  
 SALES PERSON: HW PO #:  
 ORDER DATE: 06/16/2022 TERMS:

B SAN YSIDRO SCHOOL DISTRICT  
 I  
 L  
 L  
 L CA

JOSE/619-454-0854  
 S OCEAN VIEW HILLS SCHOOL  
 H 4919 DEL SOL BLVD  
 I SAN DIEGO CA 92154  
 P

TEL: (619) 454-0859 FAX:

QTY	ITEM DESCRIPTION	PRICE	TOTAL
65	TABLE- 60" ROUND TABLE 30" HIGH WOOD SEATS 8-10	13.25	861.25
65	LINENS- 120" ROUND POLY - ROYAL BLUE	16.95	1,101.75
16	TABLE- 8 FOOT BANQUET 96"X30"	10.95	175.20
16	LINENS- 8' TABLE DRAPE POLY - ROYAL BLUE	20.95	335.20
650	STANDARD PLASTIC WHITE SAMSONITE FOLDING CHAIR	1.65	1,072.50
2	CANOPY- 40' X 90' WHITE POLE TENT-8FT LEGS	2,340.00	4,680.00
28	CANOPY- CONCRETE BASE TO ANCHOR TENT 250-350LBS	4.00	112.00
2	FIRE SAFETY KIT-2 FIRE EXTINGUISHERS, 2 NO SMOKING & 2 EXIT SIGNS	0.00	0.00
1	\$150 BASIC DELIVERY, NEXT BUSINESS DAY PICKUP -- INCLUDED BELOW	0.00	0.00
1	\$308.50 SETUP -INCLUDED BELOW**P.P.R. DOES NOT SET TABLE LINENS**	0.00	0.00
1	*A 3% SURCHARGE MAY BE ADDED TO THIS ORDER IF PAID BY CC*	0.00	0.00

**SPECIAL INSTRUCTIONS:**

ALTERNATE POC ARACELI 619-917-5982  
 \*\*PAYING WITH A PURCHASE ORDER  
 \*LOCATION OF CANOPIES ATTACHED

SUB TOTAL: 8,337.90

SALES TAX: 0.00

DELIVERY: 150.00

LABOR: 308.50

DAMAGE WAIVER: 750.42

TOTAL: 9,546.82

Customer Acceptance Signature

**For the purpose of this Rental Agreement:**

1. Platinum Event Rentals (PER) shall mean the Rental Company, its owners, officers, directors, and employees;
2. Customer(s) shall mean Customers, guests/visitors of customer, and their agents, contractors and/or employees.
3. Rental Agreement shall mean the itemized list of items contained in the electronic estimate or invoice emailed or faxed to the Customer, who by virtue of having signed the estimate or invoice, and/or paid an advance deposit or in full, expresses his or her agreement with the contents of the Estimate or Invoice.
4. Rental Center shall mean Platinum Event Rental's showroom or warehouse, or any other facility owned or leased by Platinum Event Rentals where the storage, maintenance or transfer of its equipment occurs.

**In reference to leasing the rental item(s) / equipment described on the Rental Agreement, it is agreed as follows:****1. INDEMNITY/HOLD HARMLESS.**

Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage.

Customer agrees to hold Platinum Event Rentals harmless from and against any and all liability, claims, judgments, attorneys' fees and costs of every kind and nature, including, but not limited to, injuries or death to persons and damage of property, arising out of the use, maintenance-- installation, operation, possession, ownership, or rental of the items rented, despite cause.

**2. ASSUMPTION OF RISK/RELEASE DISCHARGE OF LIABILITY.**

Customer is fully aware of and acknowledges that there is a risk of injury, death, or damage arising out of the use or operation of the items contained in the Rental Agreement and hereby elects to voluntarily enter into this Agreement and assume all of the aforementioned risks.

Customer agrees to release and discharge Platinum Event Rentals from any and all responsibility or liability from such injury, death, or damage arising out of the use or operation of the rental items. Customer further agrees to waive, release and discharge any and all claims for injury, death, or damage against Platinum Event Rentals, which customer otherwise may be entitled to assert.

**3. POSSESSION/ TITLE.**

PER agrees to reserve all items listed in the Rental Agreement on behalf of the Customer only after the following have been received from the customer.

1. A non-refundable deposit equal to 50% of the total cost specified in the Rental Agreement (or a lesser amount determined at the sole discretion of PPR)
2. A signed & dated copy of these Terms and Conditions; and
3. A signed & dated rental agreement.

The remaining balance of the rental agreement must be paid 7 days prior to delivery, unless otherwise specified by PER. If this obligation is not met, PER reserves the right to either cancel the order without refunding the initial 50% deposit, or apply late payment charges equal to the highest APR allowed by California law.

Customer's right to possession of the rental items:

1. Is for a 3-day period. Equipment returned after normal business hours on the third day will be charged for an additional 3-day rental period.
2. Begins when the rental items leave the rental center in the care of the customer, or when the customer accepts and signs for the delivery of the rental items upon delivery.
3. In the absence of the renter, the equipment may be signed for by an individual designated by the renter. This individual is automatically given the legal right by the renter to accept liability for the equipment on the renter's behalf.
4. The rental agreement terminates once PER has regained possession of the rental equipment.
5. Any extension of the agreement must be agreed upon by PER in writing.
6. Title of the rental items shall, at all times, remain with PER.
7. Customer authorizes PER to retake possession of the rental items without notice or legal process at any time, despite whether the equipment is on private property.

**4. LEGAL FEES.**

Customer will pay all collection fees, attorney's fees, court costs, or any other expenses required to enforce the items and conditions of this contract. Any law suits that may occur between PER and their customers must be filed in San Diego County, and any litigation will be held in a San Diego Court.

**5. MISCELLANEOUS.**

The Rental Agreement may be executed or delivered by fax, or other electronic means such as email. The Rental Agreement is valid whether properly signed by the Customer or not, so long as the Customer takes possession of the rental items. It is also valid if signed by another party signing on behalf of the Customer, in which case the signing party will sign their own name, and then print C/O (Care Of) "Ordering Party."

**6. UNSAFE CONDITIONS.**

Platinum Event Rentals reserves the right to refuse to install or deliver rental equipment due to unsafe conditions or weather. If this occurs, Customer will be liable for a minimum of 50% of the total cost specified in the Rental Agreement. In the absence of unsafe weather or other conditions, Platinum Event Rentals will use all appropriate means and methods to secure the rental equipment for the safety of the Customer and the equipment.

Platinum Event Rentals is not responsible for underground utilities, and charges for time out, whether equipment is used or not. If permission is granted by the Customer to stake anything into the ground at their desired location, then it is the sole responsibility of the Customer to check for underground utilities and water mains.

**7. CANCELLATIONS.**

All customers will provide a 50% NONREFUNDABLE DEPOSIT in order for PER to reserve their order.

1. Customers who cancel their orders at any time after a deposit is provided WILL LOSE THEIR DEPOSIT regardless of their circumstances or reasons for cancellation.
2. Adjustments to orders can be made until 7 days prior to delivery (except for specialty items - see below). However, any such adjustments shall not reduce the total price of the invoice below the amount of the NON-REFUNDABLE 50% DEPOSIT.
3. Specialty items include specialty cut linens, and items that require PER to manufacture, sub-rent, or purchase equipment. Specialty items are non-refundable once they have been ordered by PER, or manufacturing of such items has begun.
4. Canopies & heaters must be canceled at least 7 days prior to delivery/pickup, but any such adjustments shall not reduce the total price of the invoice below the amount of the NON-REFUNDABLE 50% DEPOSIT.

**8. CUSTOMER PICK UP AND RETURN.**

1. Customers may pay C.O.D., but once the rental agreement is signed, the customer guarantees payment for the equipment reserved.
2. PER will reserve will call/pickup orders only if a rental agreement and this document have been signed. If the customer fails to pick up their will call order on the specified date, then PER may re-rent the equipment; or if the equipment goes unrented, then PER MAY STILL COLLECT A MINIMUM OF 50% FROM THE CUSTOMER.
3. Responsibility for customer-pickup rental items remains with the customer from the time the items leave the Rental Center until the time they are returned.
4. The Customer is responsible for loading, unloading, and securing items within his or her vehicle as well as for any damage that they may suffer during those operations.
5. PER will assist the customer in loading, but PPR will not be held liable for traffic accidents or damages to vehicles or rental equipment in transit due to improper loading.
6. Items returned after the return date specified in the Rental Agreement will incur additional fees to be determined by PER.

**9. DELIVERY CHARGES.**

1. Minimum delivery charges are based on 1-4 hour delivery windows with "non-same-day" pickups. Same-day and/or late evening pickups can be arranged for additional charges.
2. Customers must be present for their entire delivery window. PER will grant a 15 minute waiting period, after which the customer will be charge for waiting time up to \$120.00 per hour billed in 5 minute increments.
3. Orders will be delivered only if the cost of the items rented, excluding delivery fees and labor, is at least \$250.00.
4. PER offers setup/breakdown services of equipment for additional charges.
5. "Curbside delivery," is defined as:
  - a) Delivery to a ground level location on a flat, hard surface, within twenty five (25) feet of the nearest loading area with no steps or obstructions.
  - b) PER will stack items neatly and securely with reasonable access for the Customer;
  - c) All equipment must be re-stacked and made ready for pick up by the Customer in same manner in which it was delivered;
  - d) There will be a minimum two hour window for both delivery and pickup (unless otherwise arranged in writing with PER).

PER may assess additional charges at a rate of up to \$120 per hour when delivery conditions cause PER to incur additional labor costs, including, but not limited to:

1. Deliveries impeded by stairs, elevators, steep or uneven surfaces, standing water, mud, or soft surfaces like sand loose gravel;
2. Deliveries that involve waiting times of more than 15 minutes;
3. Customer requires a precise (to within 15 minutes) delivery or pickup time;
4. Last-minute or rush deliveries or pickups; and/or
5. Inaccurate delivery locations or directions supplied by the Customer.

6. Chairs and tables can be set up and arranged to the Customer's predetermined specification for a charge. Setup is mandatory, and carries separate setup charges, for some items, such as: Chiavari chairs, dance floors, stages and canopies. If setup is requested, then PER will perform one (1) setup. After the initial setup is completed, then PER may opt to apply the aforementioned excessive labor charges, or they may opt to leave the premises without performing additional labor.
7. If the renter is not available, then PER may opt to either setup in a manner deemed appropriate by our staff, or we may opt to leave the equipment curbside. In such instances, no refunds will be given, and the customer accepts liability for any losses and damages that may happen to equipment left unsupervised for any reason, including acts of God.

**10. EQUIPMENT USAGE AND RETURN.**

All china and flatware must be rinsed reasonably free of any food debris. If the Customer fails to do so, then PER will charge an additional \$0.25 cents per piece to be deducted from the security bond. Additionally, Customer is responsible for any loss or damage to rental items regardless of cause or fault, including acts of God, and PER has 72 hours after retaking or receiving possession of rented merchandise to assess its condition and determine whether damage occurred while it was in the possession of the renter.

In such instances, unless the items in question are covered by a damage waiver, the Customer agrees to pay PER for:

1. All labor costs associated with repair and/or attempted repair of damaged equipment
2. Replacement equipment (if necessary)
3. Replacement of equipment directly related to the normal quality and functionality of the damaged equipment
4. All shipping or delivery fees associated with the replacement or repair of damaged equipment.

**11. DAMAGE WAIVER.**

An 8% charge will be applied to all rental items to cover the cost of normal cleaning and maintenance. This does not cover LOSSES, THEFT OR DISAPPEARANCE OF EQUIPMENT DUE TO CUSTOMER NEGLIGENCE. Broken items must be returned in their broken state or they will be considered stolen. Replacement of lost or damaged items is chargeable in addition to the damage waiver charge.

**12. MEASURING EVENT AREA.**

Platinum Event Rentals provides free on-site estimates whenever possible. **\*\*For Confirmed Orders Only\*\***

1. Planning and measuring is ultimately the responsibility of the Customer. If poor planning leads to improperly measured areas for placement of canopies, stages, dance floors, etc. resulting in our inability to complete a job, then no refunds will be given and full payment will be made to PER by the Customer.
2. PER will not be held liable for any planning not performed by our staff.
3. The Customer is responsible for locating and pointing out any underground utilities, such as water mains, and gas, electrical, and sewage lines.

**13. DISCOUNTS.**

PER may offer discounts at its sole discretion. Any violation by the customer of PER's rental contract or Terms and Conditions, including violation of payment terms, will make such discounts null and void.

**14. LOCAL RULES AND REGULATIONS.**

Any and all rules and regulations governing an event site must be provided in writing to PER prior to the delivery of rental equipment. All fines incurred as a result of non-disclosure of such regulations are the responsibility of the customer.

Please use the space provided below to list any rules or regulations that PER must follow during delivery, setup or removal of rental equipment as put forth by the owners or designated managers of the event location.

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Sign: 

Print: Marilyn Adrianzen, Chief Business Official

Date: 07-12-22

If you would like to use this form for all future rentals as well as the current one, please initial here: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH PRIMEX WIRELESS, INC.

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**BACKGROUND INFORMATION:**

In order to be compliant with the Federal Communications Commission (FCC) who is responsible for managing and licensing the electromagnetic spectrum of radio, wire for CC Primex assists the District with the FCC license renewal; they double check the frequencies that are on file and each new transmitter purchased during this period is added to the license. Frequency searches are performed to ensure there is no interference. The District's contact information will be updated to include the Chief Business Official to ensure that important or urgent correspondence is sent to the appropriate District representative.

**RECOMMENDATION:**

Approve/Ratify the agreement with Primex Wireless, Inc. to provide FCC license renewal at a cost of \$680.98 from the General fund.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

**\$680.98**  
(Amount)

**General Fund**  
(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No



**Primex Wireless, Inc.**  
 965 S Wells St  
 Lake Geneva WI 53147-2469  
 United States

## QUOTATION

Company: San Ysidro School District  
 Address: San Ysidro School District  
 4350 Otay Mesa Rd  
 San Ysidro CA 92173-1617  
 United States  
 Submitted By: Tricia Van de Bogert

Quote #: Q2493  
 Date: 7/18/2022  
 Expires: 10/16/2022  
 End User: San Ysidro School District  
 4350 Otay Mesa Rd  
 San Ysidro CA 92173-1617  
 United States

Quantity	Item	Legacy Part Number	Rate	Amount
1	Sync FCC License	14997	\$379.00	\$379.00
1	Sync Late Filing Fee - FCC License	14997-L	\$253.00	\$253.00

<b>Shipping Method:</b> FedEx Ground	<b>Handling</b>	\$0.00
	<b>Handling</b>	\$0.00
	<b>Subtotal</b>	\$632.00
	<b>Tax Total (%)</b>	\$48.98
	<b>Total (USD)</b>	\$680.98

**Notes:**

FCC Renewal WQ99458  
 Expires 7/22/2022  
 Renewal Valid 7/23/2022 - 7/22/2032



**Primex Wireless, Inc.**

965 S Wells St  
Lake Geneva WI 53147-2469  
United States

**PRICES QUOTED WILL BE HONORED FOR 90 DAYS FROM THE DATE NOTED.**

This Quotation together with the Primex Wireless Terms and Conditions found at <https://production-a-cdn.primexinc.com/downloads/Primex-Wireless-Terms-and-Conditions-042519.pdf> constitutes the entire agreement between Primex Inc. and Customer governing the products referenced above and the services relating to such products ("Agreement"), to the exclusion of all other terms, including any that may be included in your purchase order(s). Customer acknowledges the accuracy of the quoted terms noted above and represents that its signatory below has the authority to bind Customer to the terms of this Agreement. If Customers and Primex Wireless Inc. have entered into an extended warranty agreement or a software support agreement, those agreements shall take precedence over this Agreement in the event of any conflict. The terms of this Quotation are Primex Wireless Inc. Confidential Information.

_____	<u>Chief Business Official</u>	_____
CUSTOMER SIGNATURE	TITLE	DATE

Board approved \_\_\_\_\_

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[HOME](#) > TERMS AND CONDITIONS

# Terms and Conditions

## **1. Definitions**

**Agreement** – Taken as a whole, these Terms and Conditions, each applicable Quote and each applicable SOW.

**Commencement Date** – No more than ninety (90) days from the Effective Date of the Quote but confirmed during certification sign off after Primex Proven Process completion. If Primex Proven Process is not used for purchasing of additional Monitoring Points on an existing account, the Commencement Date will be no more than ninety (90) days from shipment.

**Customer** – the customer noted on Page 1, Section 1 of the SOW.

**Customer Data** – all non-public materials, data and information provided by Customer to Primex, including without limitation, the Customer data and Customer's Confidential Information, and all intellectual property rights thereto.

**Effective Date** - The date noted on Page 1, Section 2 of the SOW.

**Initial Term** - The term from the Commencement Date and continuing for a period of thirty-six (36) months from the Commencement Date.

**Monitoring Data** – data generated by Monitoring Points but excluding any information that identifies the Customer.

**Monitoring Point** – a single point of measure which is monitored for performance by means of a sensor device (e.g., temperature, humidity, differential pressure, water leak, contact closure, etc.).

**Primex** – Primex Wireless, Inc. dba Primex Wireless, a Wisconsin corporation.

**SOW** – The OneVue Sense Statement(s) of Work entered into by Primex and the Customer with respect to the Subscription Offering.

**Subscription Offering** - The OneVue Software, OneVue Support, on a subscription basis as set forth in the Quote and Statement of Work, if applicable. OneVue Hardware (sensors and accessories) may be included in the subscription or a separate purchase.

**Quote** – The quotation(s) issued by Primex to the Customer for the Subscription Offering and the purchase of products and/or configuration, training and installation services from Primex.

Capitalized terms used in these Terms and Conditions but not defined herein shall have the meanings given to them in the applicable Quote and/or SOW, as applicable, issued by Primex or entered into by Primex and the Customer from time to time.

## **2. Term and Termination**

This Agreement commences on the Commencement Date and continues in effect from that date for the duration of the Initial Term. Customer may not terminate the Agreement during this Initial Term except as set forth below. This Agreement shall automatically renew for successive renewal terms of one (1) year each. The Customer may terminate this Agreement after the Initial Term by serving written notice of its intention at least ninety (90) days prior to the date of the next such renewal period. In the event of termination, Primex shall be entitled to compensation for any amounts due to it through the end of the Initial Term or the applicable renewal period including, but not limited to, compensation for hours worked as well as outstanding expenses and Subscription Fees due and owing through the end of such term. Either party shall have the right to terminate this Agreement upon any breach hereof by the other party by providing the other party with thirty (30) days' prior written notice, which notice shall contain reasonably sufficient detail regarding the alleged breach, provided the party in breach shall not have cured such breach within thirty (30) days of receipt of notice. Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Primex.

**NOTICE TO CUSTOMER OF AUTOMATIC EXTENSION. Customer acknowledges that it understands the Agreement will be automatically extended for subsequent one (1) year periods after the Initial Term, unless Customer provides written notice to Primex at least ninety (90) days prior to the scheduled expiration date declining the automatic extension. Each automatic extension will be for an additional one (1) year period. In the event the term of this Agreement is automatically extended, the Subscription Fees may increase at the beginning of each one (1) year extension period as set forth in the Quote. If Customer does not want the Agreement to continue for any one (1) year extension period, Customer must provide written notice to Primex at least ninety (90) days prior to the scheduled expiration date of the then-current term in accordance with the first paragraph of this Section (e.g., if the expiration date is scheduled to occur on July 31st, Customer must provide written notice to Primex so that it is received on or before May 3rd in one of the manners specified in Section 14 below for delivery of notices.**

Upon expiration or termination of this Agreement for any reason, Primex shall completely destroy or erase all copies of Customer's Confidential Information in Primex's possession in any form, including but not limited to electronic, hard copy or other memory device except for (i) Customer's Confidential Information contained in any backup which shall be retained for a term of up to 90 days from the date of termination, or (ii) as otherwise set forth in this Agreement.

### **3. Proprietary Protection and Restrictions**

As between Customer and Primex, Primex and its licensors have and shall have sole and exclusive ownership of all rights, title, and interest in the OneVue Software and all modifications and enhancements thereof (including ownership of all patents, trade secrets, copyrights, and other intellectual property rights pertaining thereto). Customer is only permitted to use the OneVue Software, or any services provided by Primex, for its own business purposes and is not permitted to provide service bureau, data processing, time sharing services, or to otherwise provide environmental monitoring or time synchronization services to third parties. To the extent that any third-party software is provided herein, Customer agrees that it shall only use such software in conjunction with the OneVue Software. Customer acknowledges that it is prohibited from engaging in, causing, assisting, or permitting the reverse engineering, disassembly, translation, adaption or recompilation of the OneVue Software, SaaS services, and any third party software and that it shall not attempt to obtain or create the source code from the object code of the OneVue Software, and third party software provided to it pursuant to the Agreement, unless explicitly permitted by applicable and mandatory law.

### **4. Customer Data and Usage Data**

Customer represents and warrants that it has the appropriate rights to provide Customer Data to Primex and that it has disclosed all potential uses of the Customer Data to the entity that has provided the same at or before the time the Customer Data was collected. Customer shall retain ownership of the entire right, title, and interest in and to Customer Data. No ownership rights in Customer Data are transferred to Primex. Primex shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data as more fully set forth in Section 17 (Data Security and Privacy). However, Customer grants to Primex and its affiliates a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Customer Data in aggregated, de-identified form for the purposes of providing, maintenance of, improvement to, and operation of the SaaS services or for any new or different products or services or other lawful purposes. As between Customer and Primex, Primex owns all right, title, and interest in and to such de-identified and aggregated data.

## **5. Monitoring Data**

Primex shall retain ownership of the entire right, title, and interest in and to Monitoring Data. Primex grants to Customer a non-exclusive, transferable, and perpetual license to use such data for its internal business purposes. Primex may use Monitoring Data for any lawful purpose including (a) providing services to Customer; (b) the improvement of Primex's products and services (including without limitation training of artificial intelligence); (c) to generate derivative data based on the Monitoring Data.

## **6. Sale, Assignment, and Delay**

Customer's rights and obligations hereunder may not be transferred, leased or assigned except in their entirety to (1) a successor in interest of Customer's entire business which assumes the obligations of this Agreement (provided the successor is, after the transfer or assignment, similar in size and nature to Customer) or (2) any other party who is reasonably acceptable to Primex, who enters into a substitute version of this Agreement. Primex shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, pandemic, epidemic, fire, strike, war, riots, acts of civil or military, judicial actions, acts of God, or any other casualty or natural calamity.

## **7. Confidential Information**

For purposes of this Agreement, "Confidential Information" means non-public information of a Party to this Agreement and includes, but is not limited to, know-how, trade secrets, information about existing, new, or envisioned products, services, or features and their development and performance, any scientific, engineering, or technical information, computer software, business and financial information, and information relating to manufacturing, marketing, sales, customers, and pricing. Confidential Information also includes information received by a Party from others that the party has an obligation to treat as confidential. Confidential Information does not include: (i) information rightfully possessed by a receiving Party, as shown by reliable evidence, prior to any disclosure by the other Party; (ii) information that is or becomes generally available to the public through no fault of the receiving Party; (iii) information obtained by the receiving Party in good faith from a third party who discloses such information to such Party on a non-confidential basis without violating any obligation of secrecy relating to the information disclosed; or (iv) information that the receiving Party independently develops without access to the information of the disclosing Party.

Except as otherwise permitted under this Agreement, Primex and Customer will not knowingly disclose to any third party or make use of any Confidential Information during the term of this Agreement and for so long as such information remains confidential. In addition to the foregoing, the Parties agree to not, at any time, during or at any time after the term of this Agreement, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature or description concerning any matters relating to each other's business, including, but not limited to, this Agreement,

names of employees, Customer's business, its manner of operation, the nature, or descriptions of, its plans, processes or data of any other kind. This Agreement shall not be deemed to prevent the disclosures of information after having received prior consent from the other Party, disclosures required by applicable law or a binding regulation, rule or order of a court, governmental or regulatory body having competent authority and jurisdiction over the same, or disclosures to the parties' respective attorneys and accountants for legal and accounting advice. Notwithstanding anything to the contrary in the Agreement, although Primex remains responsible for the confidentiality obligations as set forth in the Agreement and for the acts of any service provider and/or sub-processor Primex retains in this regard, Primex reserves

the right to have Confidential Information and/or Customer Data accessed by Primex's service providers, sub-processors and/or employees, some of whom may be outside the United States or Canada for the sole purpose of performing or upgrading services for the Customer.

Customer agrees that Primex may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are currently engaged by Primex to carry out processing activities on Customer Data on behalf of Customer can be made available to Customer upon Customer's written request.

When engaging any sub-processor Primex will enter into a written agreement with the sub-processor and such written agreement with the sub-processor will require the sub-processor to (i) have appropriate technical and organizational measures to meet the requirements of applicable data protection laws, (ii) be bound to confidentiality obligations at least as restrictive as those contained in this section of the Agreement, and (iii) Primex will remain responsible for the performance of the sub-processor's processing of Customer Data and compliance with applicable data protection laws.

## **8. LIMITED WARRANTY**

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 BELOW AND THE EXPRESS LIMITED WARRANTIES SET FORTH IN THE SOW PERTAINING TO THE "IT WORKS OR WE PAY GUARANTEE" FOR THE ONEVUE SENSE PREFERRED PLAN, ALL SERVICES, PRODUCTS AND MATERIALS ARE PROVIDED "AS IS," "WHERE IS" AND "WITH ALL FAULTS," AND PRIMEX SHALL NOT BE LIABLE TO REPAIR, REPLACE OR PAY FOR ANY LOSSES OR DAMAGES RELATING TO ANY OF THE SERVICES, PRODUCTS OR MATERIALS PROVIDED TO CUSTOMER BY PRIMEX. PRIMEX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PRIMEX MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY SOFTWARE IS PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SOFTWARE IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER, PROVIDER OR DISTRIBUTOR OF THE THIRD-PARTY SOFTWARE. PRIMEX DISCLAIMS ALL WARRANTIES AND RESPONSIBILITY FOR THIRD PARTY SOFTWARE WHICH SHALL BE THE SOLE OBLIGATION OF THE OWNER, PROVIDER OR DISTRIBUTOR OF THE THIRD-PARTY SOFTWARE.

THE PRIMEX PROVEN PROCESS OR CONSULTING SERVICES PROVIDED TO CUSTOMER BY PRIMEX WILL BE PERFORMED IN A MANNER CONSISTENT WITH THE STANDARDS AND THE GENERAL CUSTOMS AND PRACTICES OF THE INDUSTRY. CUSTOMER MUST REPORT ANY DEFICIENCIES IN THE PRIMEX PROVEN PROCESS OR CONSULTING

SERVICES WITHIN THIRTY (30) DAYS OF THE LATER OF THE COMPLETION OF THE PRIMEX PROVEN PROCESS OR CONSULTING SERVICES OR THE DATE THAT SUCH DEFICIENCIES WERE REASONABLY DISCOVERABLE BY CUSTOMER, IN NO EVENT, HOWEVER EXCEEDING SIXTY (60) DAYS FROM THE DATE OF COMPLETION OF SUCH PRIMEX PROVEN PROCESS OR CONSULTING SERVICES.

## **9. Mutual Indemnification**

Primex shall indemnify, defend, and hold harmless Customer from and against any and all losses incurred by Customer resulting from any action by a third party (other than an affiliate of Customer) that Customer's use of the SaaS services (excluding Customer Data and third-party software) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party's US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from: (a) third-party software or Customer Data; (b) access to or use of the Primex's materials in combination with any hardware, system, software, network, or other materials or service not provided by Primex or specified for Customer's use in the documentation; (c) modification of Primex's materials other than: (i) by or on behalf of Primex; or (ii) with Primex's written approval in accordance with Primex's written specification; (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Primex; or (e) any act, omission, or other matter described in the following paragraph of this Section 9, whether or not the same results in any action against or losses by Primex or any of its affiliates.

Customer shall indemnify, defend, and hold harmless Primex and its affiliates from and against any and all losses incurred by Primex or its affiliates resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from: (a) Customer Data, including any processing of Customer Data by or on behalf of Primex in accordance with this Agreement; (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any of its authorized users, including Primex's compliance with any specifications or directions provided by or on behalf of Customer or any of its authorized users to the extent prepared without any contribution by Primex; (c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (d) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any of its authorized users, or any third party on behalf of Customer or any of its authorized users, in connection with this Agreement.

THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PRIMEX'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAAS SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## **10. LIMITATION OF LIABILITY**

IN NO EVENT WILL PRIMEX OR ANY OF ITS AFFILIATES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PROFITS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SAAS SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF

GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN ADDITION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PRIMEX AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE SUBSCRIPTION FEES PAID TO PRIMEX UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AND FOR THE AVOIDANCE OF DOUBT PRIMEX SHALL ONLY BE POTENTIALLY LIABLE FOR LOSSES UP TO SUCH LIABILITY CAP IN THE EVENT THE CUSTOMER HAS SELECTED THE ONEVUE SENSE PREFERRED PLAN IN THE QUOTE AND/OR SOW. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **11. Entire Agreement**

This Agreement represents the entire understanding of the Parties with respect to its subject matter and supersedes and extinguishes all prior oral or written communications between the Parties about its subject matter. No modification of this Agreement will be effective unless it is in writing and signed by each Party. The terms and conditions set forth in this Agreement exclusively govern and control each of the Parties' respective rights and obligations regarding the purchase and sale of the products and/or services in the applicable Quote and the Subscription Offering, and the Parties' agreement is expressly limited to such terms and conditions contained in this Agreement. Notwithstanding the foregoing, if any terms and conditions contained in these Terms and Conditions conflict with any terms and conditions contained in an SOW or a Quote, the order of precedence is: (a) these Terms and Conditions; (b) the SOWs; and, lastly, (c) the Quotes.

In the event that any of the terms of this Agreement is, or becomes, or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third-party beneficiaries to this Agreement.

Each Party hereby warrants and represents to the other that such Party has the full right, power and authority to enter into this Agreement and to perform such Agreement in accordance with its terms.

## **12. Publicity**

Provided the Parties have mutually agreed in writing in advance of each and every such usage, Primex shall be entitled to refer to the Customer as a Primex customer, including the use of Customer's name and Customer's logo, on public platf that include but are not limited to lists of customers, and on Primex's website.

### **13. Insurance**

During the term of this Agreement, Primex shall maintain insurance coverage rated A "Excellent" by A.M. Best for the following risks in the following minimum amounts:

- Comprehensive General Liability Insurance: \$2 million aggregate; \$1 million per occurrence, including \$1 million personal injury.
- Business Auto: \$1 million combined single limit bodily injury and property damage liability.
- Umbrella: \$10 million aggregate, \$10 million per occurrence.
- Workers' Compensation: as required by statute.
- Errors and Omissions (includes Cyber Liability coverage): \$10 million aggregate, \$10 million per occurrence

Upon the written request of Customer, Primex shall provide Customer with a certificate evidencing the above insurance coverage.

### **14. Status of Primex as Independent Contractor**

Primex shall be an independent contractor in the performance of this Agreement and shall not be deemed an employee or agent of Customer for any purpose whatsoever. Neither party shall have power to act as an agent of the other or bind the other in any respect.

### **15. Workplace**

If Primex is requested by Customer to provide services on Customer's premises, Customer agrees to provide Primex personnel a safe workplace whose standards are consistent with that of its own employees. Customer also agrees to provide reasonable access to its key personnel necessary for Primex to perform the services. Primex personnel will observe all safety and other applicable rules in effect at such workplace, provided that reasonable notice of the rules has been supplied to Primex and such personnel.

While performing services on Customer's premises, Primex will comply with any and all personnel policies applicable to the employees of Customer.

Customer shall indemnify and hold Primex harmless from any and all damage and losses that occur while Primex's personnel is on Customer's premises, except if such damage or losses are due to the intentional misconduct of Primex's personnel.

### **16. OneVue Services**

Primex will provide the SaaS services at Primex's SaaS site. Primex reserves the right to change the location of the SaaS if it deems necessary. At the SaaS site will be the hardware and software necessary to run and support the OneVue software from a remote location(s).

Customer acknowledges that the SaaS services as described in this Agreement may change from time to time as is required by changes to normal business conditions. It is further understood by Customer that any changes to the SaaS services will be applicable to all Primex's Customers that are utilizing SaaS services. Primex will make best efforts to publish such changes to the SaaS services within a reasonable time frame to the OneVue portal. In any event, Primex shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the Effective Date of this Agreement.

## **17. Data Security and Privacy**

### **a. Data Governance**

i. Primex does not collect, Monitoring Points do not collect, and Customer will not share with Primex any Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and applicable implementing regulations.

ii. Monitoring Points does not collect any Personally Identifiable Information ("PHI"). However, in the course of providing the SaaS services, Primex may collect, transfer, store and use Customer Data, as defined in the Agreement, provided to, collected by or made accessible to Primex. For these purposes, Customer Data may be transferred to or be accessible to (i) Primex personnel as is required to perform the SaaS services in accordance with the Agreement and in accordance with applicable data privacy protection laws; and (ii) third parties (including, but not limited to, courts, law enforcement, or regulatory authorities), where required by law, provided Primex will provide reasonable notice to Customer prior to any such disclosure if legally permissible.

iii. Primex shall maintain internal company wide policies and procedures addressing the secure storage, transmission and processing of Customer Data which shall comply with prevailing industry standards for the same category of data elements.

### **b. Privacy and Compliance**

Primex represents and warrants that with respect to the collection, storage, transfer, and use of Customer Data it shall comply with all applicable governmental laws, rules, and regulations and (iv) shall only do so if and to the extent required to perform services pursuant to the Agreement.

### **c. Data Protection**

Primex shall maintain the following controls in the interest of safeguarding Customer Data:

i. Designated security and privacy personnel responsible for the development and implementation of information security and privacy practices and policies.

ii. Require background checks (including criminal) of staff who will have access to Customer Data.

iii. Implement reasonably appropriate security and privacy awareness training for all members of its workforce;

iv. Transfer and store Customer Data in an encrypted/secure manner.

v. Implement reasonably appropriate technical safeguards to protect Customer Data, such as

14E.3

firewalls, intrusion detection and prevention systems, logging and monitoring systems, access control systems and encryption.

- vi. Restrict access to data, applications, systems, databases and networks to only those approved users who have a business need/job responsibility.
  - vii. Timely de-provisioning, revocation, or modification of user access to Primex's systems, information assets and Customer Data shall be implemented by Primex upon any change in status of employees, contractors, customers, business partners, or third parties, if, as and when warranted.
  - viii. Maintain procedures for data retention and storage, and backup/redundancy mechanisms.
- a. Implement reasonable physical safeguards to restrict physical access to Confidential Information, such as restricted access requiring authentication, and appropriate environmental controls.

#### **d. Data Breach**

Primex will promptly respond to, contain and remediate Security Incidents. Primex shall notify Customer of a Security Incident (as defined below) upon becoming aware of a Security Incident involving Customer Data. A "Security Incident" is a breach of confidentiality, data integrity or a security compromise of a network, data base or server resulting in the loss, unauthorized access, use, transfer or acquisition of Customer Data. Primex shall inform Customer about Security Incident response activities in reasonable intervals until the Security Incident is resolved, which may include documenting and keeping Customer reasonably informed of all investigative and recovery efforts related to any such Security Incidents, including discovery, investigation and containment, recovery, use of data and experience for gap identification and process improvement, mitigation plans, and cooperation with law enforcement, if legally permissible, as reasonably appropriate.



Lake Geneva, WI, 53147

[262-729-4858](tel:262-729-4858)

[info@primexinc.com](mailto:info@primexinc.com)

## **PRODUCTS**

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[Analog Clocks](#)

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[Digital Clocks](#)

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[Environmental Monitoring](#)

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Mass Notification

**RESOURCES**

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Support

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Construction Specifications

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Leadership

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Policies

**SOLUTIONS**

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OneVue Sync

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OneVue Sense

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OneVue Notify



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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Pupil Services  
Manuela Colom, Interim  
Assistant Superintendent

Informational  
 Action

**AGENDA ITEM:** AMENDMENT NO. 1 TO THE SOUTH BAY COMMUNITY SERVICES AGREEMENT FOR SAN DIEGO PROMISE NEIGHBORHOOD

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**BACKGROUND INFORMATION:**

On March 14, 2019, the Governing Board approved/accepted the San Diego Promise Neighborhoods (SDPN) Grant through the South Bay Community Services as the Lead Agency. The vision of the program is that all children and youth growing up in Promise Neighborhoods have access to great schools and strong systems of family and community support that will prepare them to attain an excellent education and successfully transition to college and a career. The purpose of Promise Neighborhoods is to significantly improve the educational and developmental outcomes of children and youth in our most distressed communities, and to transform those communities. Services are provided to 3 schools, Smythe Elementary, Willow School and San Ysidro Middle School.

Amendment No. 1 includes language and requirements that protect the district:

- School Safety, Fingerprinting and Background Checks
- Covid-19 Vaccination & Testing Requirements
- Indemnification
- Insurance, and
- Governing Law.

Term ends: December 31, 2023

**RECOMMENDATION:**

Approve/Ratify Amendment No. 1 to the agreement with South Bay Community Services Agreement and participating organizations for the San Diego Promise Neighborhood Grant Services

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Goal 2: Safety, Climate and Student Engagement, Goal 3: Parent Engagement.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

N/A  
(Amount)

Promise Neighborhoods Grant  
(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

San Ysidro School District and Agencies and Organizations participating in the  
Promise Neighborhood Grant

**AMENDMENT NO. 1**

SBCS Corporation and agencies/organizations signing the Promise Neighborhood Memorandum of Understanding dated May 21, 2019 and the San Ysidro School District (Parties) agree to the following for the term of the original agreement.

Amendment No. 1 is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement dated May 21, 2019 are changed, and in the event of a conflict the terms of this Amendment shall supersede.

**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 complete attached School Safety Certification Form.)**

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 staff.

**COVID-19 Vaccination & Testing Requirements** – See attached.

**INDEMNIFICATION:**

Parties mutually agree to protect, save, defend, indemnify and hold harmless each other, 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 either Party, Parties' agents, officers, employees, subcontractors, or independent contractors hired by Parties under this Agreement. The only exception to responsibility to protect, save, defend and hold harmless is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of either Party. 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 negligent Party.

**INSURANCE:**

Parties shall maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance naming the San Ysidro School District as additional insured and with the proper endorsements.

All Coverages. Insurance policy required by this Agreement shall not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

**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.

Each of the parties signing this Amendment 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.

_____	SAN YSIDRO SCHOOL DISTRICT
Firm Name	_____
	Firm Name
_____	_____
Signature of Authorized Agent	Signature
_____	Marilyn Adrianzen, Chief Business Official
Print Name, Title	_____
	Print Name, Title
_____	_____
Date:	Date
_____	_____
Phone Number	Board Approved

**San Ysidro School District**  
**SCHOOL SAFETY CERTIFICATION FORM**

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and  
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)  
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have contact with pupils.**

\_\_\_\_\_(Initial) 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.

\_\_\_\_\_(Initial) 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 Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_(Initial) Consultant certifies 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 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_(Initial) 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.

\_\_\_\_\_(Initial) 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.

\_\_\_\_\_(Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: \_\_\_\_\_

Name/title of authorized representative (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

COVID-19  
Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Consultant/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Consultant/Vendor must comply with and enforce the following requirements:
  - a. All employees, volunteers and/or agents, subcontractors of Consultant/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Consultant/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Consultant/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
  - d. The Consultant/Vendor shall advise each employee, volunteer and/or agent of the Consultant/Vendor of the District testing and vaccination requirements. Face masks may be required while at a District operated facility.
2. It is the responsibility of the Consultant/Vendor to ensure there is no interruption of service to District if the Consultant/Vendor and any employee, volunteer and/or agent of the Consultant/Vendor fails to adhere to the guidelines contained herein.
3. The Consultant/Vendor hereby certifies that all employees, volunteers and/or agents of the Consultant/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Consultant/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office or as later amended or enacted.
4. Failure by the Consultant/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

**Consultant's Initials** \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Administration  Informational  
Gina A. Potter, Ed.D., Superintendent  Action

**AGENDA ITEM:** AMENDMENT TO THE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR EXECUTIVE SEARCHES

**BACKGROUND INFORMATION:**

This agreement is between the San Ysidro School District and the San Diego County Superintendent of Schools on behalf of the San Diego County Office of Education to support the district in its effort to conduct an executive search, and to recruit and employ two (2) positions.

The San Diego County Office of Education Agreement No. 2122138 was board approved on June 10, 2022. This agreement was amended on August 4, 2022 with the following changes:

- Revised the executive searches to include: Recruit and employ two (2) positions of Assistant Superintendent of Administrative Leadership, School Support, and Safety and Assistant Superintendent of Educational Leadership and Pupil Services.
- SDCOE shall engage in a series of meetings and provide reports to determine the scope of the two searches, requirements, and District objectives, which may include the following services as agreed by the parties...
- The Term of the Agreement is extended to October 31, 2022.

All other Terms & Conditions and fees remain the same.

**RECOMMENDATION:**

Approve/Ratify the Amendment to the agreement with San Diego County Superintendent of Schools to support the District in its effort to conduct executive searches for two (2) positions of: Assistant Superintendent of Administrative Leadership, School Support, and Safety and Assistant Superintendent of Educational Leadership and Pupil Services. Amendment has no additional costs.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?  
 Yes     No

Are funds for this item available in the 2022-2023 Budget?  
 Yes     No

Requisition #

Amendment has no additional costs

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

## AMENDMENT TO AGREEMENT

This Amendment to Agreement (this "**Amendment**") is dated as of August 4, 2022 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**Consultant**"). County and Consultant may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

- A. County and Consultant are parties to County Agreement No.21221381 dated June 10, 2022. Subsequently the Agreement was amended on August 4, 2022. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".
- B. The Parties wish to amend the Agreement as stated below.
- C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

### **Purpose**

This Agreement ("Agreement"), for the provision of services is entered into this 9th day of June, 2022, by and between the San Ysidro School District ("District") and the San Diego County Superintendent of Schools ("SDCOE") on behalf of the San Diego County Office of Education to support the District in its effort to conduct an executive search, and to recruit and employ two (2) positions of administrative leadership: **Assistant Superintendent of Administrative Leadership, School Support, and Safety and Assistant Superintendent of Educational Leadership and Pupil Services.**

### **A. Engagement Phase**

1. SDCOE shall engage in a series of meetings and provide reports to determine the scope of the two searches, requirements, and District objectives, ~~including but not limited to,~~ **which may include** the following **services** as agreed by **the parties**:
  - a. Designate and assign staff or representatives of SDCOE to perform or provide services pursuant to this Agreement.
  - b. Meet with the designated staff of the District to discuss the process for two (2) recruitments, two (2) timelines, and compliance with laws, rules, regulations, and board policies concerning hiring and recruitment and public meetings.
  - c. Meet virtually or in-person with the district superintendent, Governing Board members, and various stakeholder group representatives to solicit input.

- d. Conduct one (1) virtual or in-person community forum, in English and Spanish, for each administrative position.
- e. Survey community constituents electronically and provide a report of findings for each administrative position
- f. Design a survey for each administrative position to be posted on the District website. SDCOE may utilize Survey Monkey or any other survey vehicle it deems appropriate.
- g. Prepare and present a report to the Superintendent and Governing Board regarding the proposed desired characteristics based on the data gathered.
- h. Meet with the Superintendent to finalize engagement key points and review final search points and data.

**2. Term of Agreement**

This Agreement shall be effective from the period commencing June 10, 2022, and ending ~~August 31~~ **October 31**, 2022, unless the search process takes longer, and unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, SDCOE shall return to District any and all equipment, documents or materials and all copies made thereof which SDCOE received from District for the purposes of this Agreement which are not otherwise privileged or confidential and not subject to disclosure under the law.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
 By (Authorized Signature)  
 Michael Simonson  
 \_\_\_\_\_  
 Name (Type or Print)  
 Deputy Superintendent, Chief Business Officer  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 By (Authorized Signature)  
 Gina A. Potter, Ed.D.  
 \_\_\_\_\_  
 Name (Type or Print)  
 Superintendent  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date  
 Board approved: 08-11-22

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH TIME AND ALARM SYSTEMS

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**BACKGROUND INFORMATION:**

In order for elevators to be in compliance with the State of California, the operation of the elevator under fire and other emergency conditions shall be tested to determine conformance with the applicable requirements. Time and Alarm Systems will provide alarm technician to be present during testing and to reset fire alarm devices at School Sites. Cost implication per school elevator testing is estimated at \$550.00 each.

**RECOMMENDATION:**

Approve/Ratify the agreement with Time and Alarm Systems to provide fire alarm technician during 2022-23 elevator testing at School Sites at an estimated cost of \$1,100.00 from the General Fund.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

ESTIMATED

**\$1,100.00**

(Amount)

Are funds for this item available in the 2022-2023 Budget?

Yes     No

**General Fund**

(Name of funding source and/or location)

Requisition #

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Recommended for:     Approval     Denial    Certification Requested     Yes     No



A DIVISION OF:  
**sciens**  
 Building Solutions

3828 WACKER DRIVE  
 MIRA LOMA, CA. 91752  
 (951) 685-1761 FAX: (951) 685-1441

**QUOTATION/  
 WORK ORDER**

TO: **San Ysidro School District**  
**4350 Otay Mesa Rd.**  
**San Ysidro, CA 92173**

DATE: 8/8/2022  
 PROJECT: Sunset Elementary School  
Elevator NFPA Testing

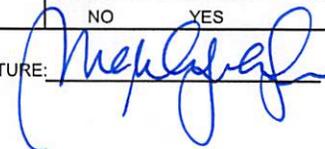
ATTN: **Jose Leon**

WE ARE PLEASED TO QUOTE AS FOLLOWS:

ESTIMATED

F.O.B.  TERMS  CASH WITH ORDER  NET 30 DAYS FROM DATE OF INVOICE  
 JOBSITE  C.O.D.  OTHER SPECIFY

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<p><b>Scope:</b>            Provide fire alarm tech present during elevator testing to reset fire alarm devices.</p> <p><b>Labor Included:</b>            7605 Comm Systems Installer            Technician labor for installation, programming and testing.            DIR 1000000832 Exp. 06/30/2023</p> <p>4 Labor Charge:            1 Travel Charge:</p> <p style="text-align: right;"><b>Total Labor:</b></p> <p><b>Clarifications and Exclusions:</b>            Electrical work including power or pathways.            Repair or maintenance of existing equipment, devices or cabling aside from those listed above.            Any work or material not specifically listed above.</p>	<p>\$120/hour            \$70/trip</p>	<p>\$480.00            \$70.00            \$550.00</p>
		<b>Not to Exceed</b>	
		Subtotal	\$550.00
		Tax	Included
		S&H	Included
		<b>TOTAL</b>	<b>\$550.00</b>
PREPARED BY: AMBER MORENO	SUBMITTAL REQUIRED: NO YES	NO. OF COPIES	VENDOR:
		Corporate Approval:	JOB #:

AUTHORIZATION/SIGNATURE:  DATE: 8/8/22 P.O. #: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "Terms"), is made and entered into as of the date set forth in the attached Proposal (as defined below) by and between Sciens Building Solutions, LLC ("Sciens") and the entity specified in the attached Proposal ("Customer"). The Terms together with any applicable Proposal schedules, appendices, exhibits, and additional terms and conditions which are referenced herein and hereby incorporated by reference constitute the "Agreement". Sciens and Customer may each be referred to herein as a "Party" or collectively as "Parties". In the event of conflict between these Terms and a Proposal, these Terms shall control.

### Article 1: Definitions

"Confidential Information" means information about business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information of Sciens, including the Sciens Materials, the terms of this Agreement (including any Proposal) and business operations and strategies, designs, marketing, creative elements, artwork, visual representations, research material and data, specifications, processes, and technological developments, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Article or Article 4 by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source; *provided*, that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party before being disclosed by or on behalf of the Disclosing Party; or (d) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information.

"Documentation" means operating manuals, user instructions, technical literature and other information in English (including printed material and information recorded in other media), provided with the Software to enable Customer to understand, use and maintain the Software.

"Equipment" means any equipment, systems, cabling, facilities or other materials provided by Sciens and used directly or indirectly in the provision of the Services.

"Facilities Data" means electronic data that is collected or generated by Sciens through scheduled back-ups of the databases or graphics residing in the workstation(s) or field panel(s) that constitute part of Customer's automation control system.

"Intellectual Property" means any and all of the following (by whatever name or term known or designated) now known or hereafter existing anywhere in the world: (a) rights associated with works of authorship, including, without limitation, all exclusive exploitation rights, copyrights, and mask work rights; (b) patents (including, without limitation, reissues, divisions, reexaminations, extensions, continuations, and continuations-in-part thereof), designs, and other industrial property rights; (c) any copyright in source code, object code, formulas, ideas, concepts, mask works, methods, know-how, processes, devices, and the like; (d) trademark, trade dress, and other works based on designation of source or origin, whether arising by operation of law, contract, license, or otherwise, together with the goodwill connected with the use thereof and symbolized thereby; (e) all registrations, applications, renewals, extensions, continuations, divisions, reissues, and the like which is based on any of the foregoing; (f) trade secrets and know-how; (g) Software; and (h) all other intellectual property and proprietary rights of every kind and nature.

"Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual.

"Pre-Existing Intellectual Property" means: (a) all Intellectual Property which is owned or controlled by Sciens and which existed prior to or independent of this Agreement and (b) all Intellectual Property which results from activities that are conducted by Sciens (including any employee, subcontractor, or affiliate of Sciens) outside of this Agreement.

"Proposal" means certain proposals attached to this Agreement, and herein incorporated by reference, that supplement these Terms, and describe more specifically the relationship between Sciens and Customer regarding the performance of the Services.

"Sciens Materials" means know-how, tools, and related documentation owned or licensed by Sciens and used by Sciens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, methodologies estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Sciens and used by Sciens to provide the Services, or install or commission the Equipment and Software.

"Services" means the services, functions, responsibilities, and activities described in this Agreement and the applicable Proposal.

"Site" means the designated location as set forth in the Proposal where Sciens will perform the Services described hereunder.

"Software" means any computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof owned or licensable by Sciens or its affiliates.

### Article 2: Scope of Work

**2.1 General.** This Agreement sets forth the Terms and conditions pursuant to which Sciens agrees to make available to Customer certain Equipment, Software, Documentation, Sciens Materials ("Deliverables"), and Services. Sciens shall use commercially reasonable efforts to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and without liability to Sciens if those dates are not met.

**2.2 Changes.** If either Party wishes to change the scope of the Services or Deliverables, it shall submit details of the requested change to the other Party in writing. Sciens shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the time required to implement the change; (b) any adjustments or changes to the fees, expenses payment terms or other charges for the Services or Deliverables arising from the change; (c) the likely effect of the change on the Services; and (d) any other material impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing; *provided* that, as the Services are performed, or development and delivery of any Deliverable is processed, conditions may change or circumstances outside Sciens' reasonable control (such as changes of law) may develop which

require Sciens to expend additional costs, effort or time to complete the Services or Deliverables, in which case a formal Change Order shall not be required and Sciens shall notify Customer and an equitable adjustment shall be made to the compensation and time for performance. In the event conditions or circumstances require the Services to be suspended or terminated, Sciens shall be compensated for the Services performed and Deliverables delivered and for costs incurred in connection with the suspension or termination.

### Article 3: Term and Termination

**3.1 Term.** The term of this Agreement shall commence on the date that the Proposal is accepted by an authorized representative of Sciens and will continue for the period specified in the Proposal.

**3.2 Termination.** (a) Sciens may terminate this Agreement for any or no reason upon providing Customer with ninety (90) days' written notice; and (b) either Party may terminate this Agreement in the event that the other Party (i) materially breaches any obligation in this Agreement and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors

**3.3 Effect of Termination.** Upon termination or expiration of the Agreement: (a) each Party shall promptly return to the other Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed; *provided*, that each Party may retain an archival copy which may be maintained by such Party for its records subject at all times to the confidentiality obligations hereunder; (b) Customer will promptly pay Sciens for all Services performed and Deliverables provided through the effective day of such termination or expiration; (c) Customer shall immediately cease use of and return all Equipment, Software, Documentation, and Sciens Materials; (d) Customer shall immediately cease use of and delete all Software from its systems (including all object and source code) and certify in writing that such Software has been destroyed, removed or deleted from Customer's systems.

### Article 4: Confidentiality

From time to time, either Party may disclose or make available ("Disclosing Party") to the other Party ("Receiving Party") Confidential Information. Each Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care that the Receiving Party would protect its own Confidential Information, but in no event with less than a reasonable degree of care; (b) use the Disclosing Party's Confidential Information, or permit it to be accessed or used, solely as necessary to perform its obligations hereunder; and (c) not disclose any such Confidential Information to any person or entity, except: (i) to the Receiving Party's officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, or (ii) pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction; *provided*, that the Receiving Party shall first make commercially reasonable efforts to provide the Disclosing Party with: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

### Article 5: License Grant and Ownership

**5.1 Ownership.** The Parties acknowledge and agree that: (a) all right, title, and interest in and to any Pre-Existing Intellectual Property shall remain the sole property of Sciens and, except as expressly set forth in this Agreement, no right, title or interest in any Pre-Existing Intellectual Property shall be granted to Customer; (b) except for the limited rights explicitly granted by Sciens to the Customer in this Agreement, as between the Parties, Sciens shall exclusively own and shall retain all Intellectual Property rights in and to the Deliverables, including those made for the benefit of Customer; the foregoing includes, but is not limited to, all source and object code and derivatives thereof, upgrades, modifications, and improvements made to the Deliverables or any other Intellectual Property conceived or developed in connection with the Deliverables (collectively, "Sciens IP") in connection with this Agreement; (c) except for the limited rights explicitly granted by Sciens to Customer under this Agreement, as between the Parties, Sciens shall exclusively own all right title and interest, including any Intellectual Property appurtenant thereto, in and to all Facilities Data. In the event that Customer may be deemed to hold any proprietary or other interest in the Facilities Data, or Sciens IP (whether under copyright, patent, trademark, trade secret, or other right), except as expressly granted herein, Customer hereby agrees to unconditionally and irrevocably convey and assign, and does hereby unconditionally and irrevocably convey and assign, to Sciens all right, title and interest in and to all Sciens IP and Facilities Data (present and future), including any Intellectual Property appurtenant thereto, without further consideration. The Parties acknowledge and agree that the Facilities Data and Sciens IP are not to be considered "works for hire" under provisions of the U.S. Copyright Act (17 U.S.C. §101 et seq. and 201(b)).

### 5.2 Limited License.

(a) Subject to the terms and conditions of this Agreement, for the term of the Agreement, Sciens hereby grants Customer a limited, revocable, nonexclusive, non-transferable, non-sublicensable license to use the Intellectual Property embedded in any of the Deliverables solely for the purposes provided to Sciens in writing and pre-approved by Sciens.

(b) To the extent that any Software that is owned or licensed by Sciens or its affiliates is either: (i) a separate Deliverable for use in the Equipment; (ii) for use in a computer system owned by the Customer; or (iii) delivered as firmware embedded in the Equipment ("Delivered Software"), subject to the terms and conditions of this Agreement, for the Term of the Agreement, Sciens hereby grants Customer a limited, revocable, nonexclusive, non-transferable, non-sublicensable license solely to: (A) use the Delivered Software in object code, and (B) solely in the case of 5.2 (b)(ii) and (iii), make and retain archival and emergency copies of the Delivered Software (subject to the confidentiality obligations contained in this Agreement).

(c) Customer hereby grants to Sciens a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to any suggestions, enhancement requests, recommendations or other feedback from Customer and its affiliates relating to the Services, or

Deliverables ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Sciens notwithstanding anything else contained herein. Sciens may freely use, disclose, reproduce, license or otherwise distribute and exploit the Feedback for any purpose without regard to any Intellectual Property, payment or other obligation.

**5.3 Use Restrictions.** In consideration of the license grants in Article 5.2, the Customer agrees: (a) not to reverse engineer any Delivered Software or Deliverable or any Intellectual Property embedded or appurtenant to any Delivered Software, Deliverable or any other materials or services provided hereunder; (b) not to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of any Delivered Software, Deliverable or any other materials or services provided hereunder, even to the extent such restriction is allowable by law; (c) to only use Deliverables and Delivered Software solely in connection with a project pre-approved by Sciens in writing and at the Site; and (d) Deliverables and Delivered Software shall not be used or relied upon by any third-party and any such use or use by any third party in violation of this Section 5.3(d) will be at the Customer's or applicable users' risk and Sciens hereby expressly disclaims any and all liability resulting therefrom or related thereto.

**Article 6: Responsibilities of Sciens**

**6.1 Services.** Sciens will perform the Services expressly described in this Agreement or Change Order(s) in accordance with Article 2.2 above. Sciens shall perform the Services during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein. The Services performed by Sciens shall be performed using personnel of required skill, experience and qualifications and in a professional and workmanlike manner. Sciens is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the scope set forth in this Agreement.

**6.2 Third Party Services.** Sciens may from time to time engage other people, entities or organizations in the performance of Sciens' duties hereunder without the prior written consent of the Customer for the benefit of the Customer. Sciens shall be responsible for any portion of the Services performed by any subcontractor of Sciens; provided that, Sciens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Sciens' work or presence at a Site shall not relieve others of their responsibility to Customer or to others. Sciens shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities.

**6.3 Reliance on Customer Information.** In order to perform Sciens' obligations hereunder it is necessary for Customer to furnish certain documentation and supporting data ("Customer Information"). In performing Sciens' obligations hereunder, Sciens may rely on the accuracy and completeness of the Customer Information; in doing so, Sciens does not represent that: (a) Sciens has made a detailed examination, audit or arithmetic verification of the Customer Information; or (b) Sciens has made an exhaustive or continuous on-site inspections related to the Customer Information.

**6.4 Work on a Fire and Life Safety System.** To the extent that Work on a Fire and Life Safety ("FLS") system is included as Equipment, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14 (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Sciens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Customer will be solely responsible for any liability arising from the Customer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

**6.5 Facilities Data.** In the event that a data backup or data collection product or service is part of the Service, or Deliverable and Sciens is to store the data, Sciens will take commercially reasonable steps to protect the security of all Facilities Data stored offsite.

**Article 7: Responsibilities of Customer and Use Restrictions**

**7.1 Customer Responsibilities.** Customer shall, at Customer's sole expense: (a) Designate a contact person with authority to make decisions for Customer regarding the Services and Deliverables and provide Sciens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services or Deliverables received from a person located at the Site will be deemed authorized by Customer, and Sciens will, in its reasonable discretion, act accordingly; (b) cooperate with Sciens in all matters relating to the Services and provide office accommodation and other facilities as may reasonably be requested by Sciens, for the purposes of performing the Services; (c) provide or arrange for reasonable access and make all provisions for Sciens to enter any site where Services are to be performed; (d) permit Sciens to control or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Services; (e) furnish Sciens with all available information pertinent to the Services including but not limited to, and within ten (10) days of receipt of a written request, all required reviews and approvals (or other appropriate action) with respect to a reasonable request for information, samples, estimates, schedules, shop drawings, drawings, specifications, purchase orders, contracts, and other items submitted or proposed by Sciens; (f) obtain and furnish Sciens with all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those Sciens has expressly agreed in writing to obtain; (g) notify Sciens promptly of any Site conditions requiring special care, and provide Sciens with any available documents describing the quantity, nature, location and extent of such conditions; (h) comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices Sciens has expressly agreed in writing to give; (i) provide Sciens with Material Safety Data Sheets ("MSDS") conforming to OSHA requirements related to all Hazardous Materials at the Site which may impact the Services, Deliverables; (j) furnish to Sciens any contingency plans related to the Site; and (k) furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment;

**7.2 Customer Site.** Customer acknowledges that it is now and shall be at all times in control of the Site. Sciens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide

the means, methods or sequence of their work or to stop their work. Sciens' presence at a Site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Sciens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's Site conditions. Sciens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's Site. So as not to discourage Sciens from voluntarily addressing such issues, in the event Sciens does make observations, reports, suggestions or otherwise regarding such issues, Sciens shall not be liable or responsible for same. Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Services or Deliverables.

**7.3 Personally Identifiable Information.** Except as explicitly provided herein, Customer represents and warrants that it will not: (a) except for the name and employee badge access credentials, use workstations or field panels that constitute parts of its automation control for electronic storage of any Personally Identifiable Information; or (b) provide any Personally Identifiable Information in connection with this Agreement. **SCIENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF THIS ARTICLE 7.**

**Article 8: Compensation**

**8.1 General.** Except as set forth in the applicable Proposal, Sciens shall be compensated for the Services and Deliverables at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Services, or provision of Deliverables. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during Sciens' normal working hours; and (c) work performed on equipment not covered by the Agreement. Unless expressly set forth in a Proposal, all payment and fees will be governed according to the provisions of this Article 8.

**8.2 Invoice.** Sciens may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt by Customer. If any payment is not received when due, Sciens may deem Customer to be in breach of this Agreement and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Services, including delivery of any Deliverable. If such breach occurs, Sciens shall be entitled to compensation for the Services previously performed, Deliverable (including materials and time spent for such Deliverables completion) and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, (i) the Customer agrees to pay, on demand, a late payment of either one and one-half percent (1.5%) or the maximum amount permitted by law, the amount of the payment per month, of each overdue amount (including accelerated balances) under the Agreement, and (ii) Sciens may suspend performance for all Services until payment has been made in full. Customer shall reimburse Sciens for Sciens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, Customer shall notify Sciens in writing of the amount in dispute and a detailed description of the rationale for the dispute within twenty-one (21) days of receipt of the invoice; provided, that the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Sciens.

**8.3 Taxes.** Except to the extent expressly agreed in writing, Sciens' fees do not include any taxes, excises, fees, duties or other government charges related to the Services, or Deliverables, and Customer shall pay such amounts or reimburse Sciens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Sciens with a valid exemption certificate or permit, and indemnify, defend and hold Sciens harmless from any taxes, costs, and penalties arising out of the same.

**Article 9: Limited Warranty; Disclaimers**

**9.1 Limited Warranty.** (a) For up to one (1) year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment supplied by Sciens or bearing its nameplate will be free from material defects in material and workmanship arising from normal use and service and (b) Labor for all Services under this Agreement is warranted to be free from material defects for ninety (90) days after the earlier of the date the Services are substantially completed or the date of first beneficial use. Customer's sole and exclusive remedy for Equipment or Service not conforming to this limited warranty is limited to, at Sciens' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Services. To the extent that Software is a Deliverable as part of the Service for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (x) any applicable Sciens or third party end-user license agreement ("EULA") accompanying such Software, or (y) if no EULA accompanies such Software, the EULA posted at [www.usa.SciensBuildingSolutions.com/btcpseula](http://www.usa.SciensBuildingSolutions.com/btcpseula) (Sciens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Sciens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in this Agreement. For all other Equipment, Sciens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

**9.2 Exclusions.** The limited warranties set forth in Article 9.1 will be void as to, and shall not apply to, any Service, Equipment or Software (a) repaired, altered or improperly installed by any person other than Sciens or its authorized representative; (b) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Sciens or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (c) damaged because of any use of the Equipment or after Customer has, or should have, knowledge of any defect in the Equipment; or (d) Equipment not manufactured, fabricated and assembled by Sciens or not bearing Sciens' nameplate. However, Sciens assigns to Customer, without recourse, any and

all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties. Any claim under the limited warranty granted above must be made in writing to Sciens within thirty (30) days after discovery of the claimed defect or the likelihood that the discovery of the claimed defect should have reasonably been made, unless discovered directly by Sciens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Sciens shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Sciens' warranty liability shall not exceed the purchase price of such component(s) repaired or replaced. Equipment will be warranted hereunder only for the remaining portion of the original warranty period. THIS ARTICLE REPRESENTS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS, LOSSES OR EXPENSES ARISING FROM, RELATED TO, OR CAUSED BY, DEFECTIVE OR NON-CONFORMING EQUIPMENT OR SERVICES (INCLUDING ANY FLS SYSTEMS) INSTALLED OR PERFORMED BY SCIENS IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY ABOVE, THE SERVICES AND PROVISION OF THE DELIVERABLES ARE PROVIDED "AS IS" AND "WHERE IS." THE LIMITED WARRANTIES ABOVE ARE IN LIEU OF AND SCIENS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO.

**Article 10: Indemnification.** Customer shall, at its sole cost and sole expense, indemnify, defend and hold free and harmless Sciens, its officers, directors, shareholders, employees, affiliates, successors, and assigns from all liability, losses, costs, expenses, judgments, and damages (including all reasonable attorneys' fees) incurred in connection with, as a result of, or arising from: (a) Customer's negligence or willful misconduct, (b) Customer's breach of any provision of this Agreement; (c) violation of applicable law (including data security and privacy laws); or (d) bodily injury or death to any person, or damage to any tangible property, to the extent that such injury, death, or damage is alleged to be caused by the acts or omissions of the Customer, Customer employee, agent, subcontractor, or affiliate. Sciens may conduct the defense of such claims at Sciens' expense, or participate in the defense of such claims with its own counsel at its own expense, and approve any settlement, prior to Customer agreeing thereto, that assigns liability or fault to Sciens or binds or purports to bind Sciens.

**Article 11: Limitation of Liability.** *IN NO EVENT SHALL SCIENS BE LIABLE FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS, OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN ANY WAY RELATING TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST BUSINESS OPPORTUNITIES) WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SCIENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SCIENS' AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE LESSER OF: (A) THE AMOUNT OF FEES RECEIVED BY SCIENS FROM THE CUSTOMER UNDER THIS AGREEMENT OR (B) ONE MILLION DOLLARS (\$1,000,000).*

**Article 12: Insurance and Risk of Loss**

**12.1 Insurance.** Sciens shall maintain insurance coverage in amounts and insures against such losses and risks that are commensurate with industry standards in connection with the Services provided hereunder, as determined by Sciens in its sole discretion.

**12.2 Risk of Loss.** Risk of loss of materials to any Deliverables furnished by Sciens shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

**12.3 Proof of Insurance.** Sciens shall, upon prior request from the customer, provide proof of insurance with mutually agreed upon insurance requirement.

**Article 13: Hazardous Materials Provisions**

**13.1 Hazardous Materials.** The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of oil or Hazardous Materials. Except as disclosed pursuant to Article 0, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where the Services are performed. Sciens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services and Deliverables has been priced and agreed to by Sciens in reliance on Customer's representations as set forth in this Article 0. The presence of Hazardous Materials constitutes a material change in the Agreement equivalent to a Change Order whose terms must be agreed to by Sciens; Sciens may suspend its obligations hereunder until such terms are agreed upon.

**13.2 Testing.** Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Article 0 above, Sciens will continue to have the right to stop the Services until the Site is free from Hazardous Materials.

In such event, Sciens will receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall Sciens be required or construed to take title, ownership or responsibility for such oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

**13.3 Warranty and Hazardous Materials.** Customer represents and warrants that, prior to the execution of the Agreement, it has notified Sciens in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

**Article 14: Import / Export**

Customer acknowledges that Sciens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment or Services provided under this Agreement, including any export license requirements. Customer agrees that such Services or Equipment or Software shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Sciens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times.

**Article 15: Small Business Concern**

Sciens shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. Sciens' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

**Article 16: Miscellaneous**

**16.1 Assignment.** Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed; *provided*, that either Party may assign this Agreement to its affiliates; *further, provided*, that Sciens may assign the assign proceeds of this Agreement. Any purported assignment in violation of this Article 0 shall be null and void.

**16.2 Entire Agreement; Amendment; Modification and Waiver.** When approved in writing by an authorized representative of each Party, this Agreement and its appendices set forth the entire agreement between the Parties concerning the matters set forth in this Agreement and supersedes all other prior oral or written understandings, promises, representations or agreements and this Agreement shall prevail over any of Customer's general terms and conditions. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party and any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

**16.3 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

**16.4 Applicable Terms.** Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the Parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

**16.5 Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Delaware. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

**16.6 Non-Solicit.** If, during or within ninety (90) days after the Term of this Agreement, Customer engages any Sciens employee who has performed work under this or any other agreement between Customer and Sciens, Customer shall pay Sciens an amount equal to the employee's latest annual salary.

**16.7 Force Majeure.** Sciens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Sciens shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Sciens incurs due to such circumstances.

**16.8 Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render

unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**16.9** Survival. Any provision of the Agreement that contemplates or governs performance of observance subsequent to its termination or expiration, or which is necessary for the proper interpretation, administration or enforcement of this Agreement, will survive the expiration or termination of this Agreement for any reason, including without limitation, the following provisions: Articles 3.4, 5.1, Article 10: , 11, and 16.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH TIME AND ALARM SYSTEMS

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**BACKGROUND INFORMATION:**

In order for elevators to be in compliance with the State of California, the operation of equipment under fire and other emergency conditions shall be tested to determine conformance with the applicable requirements. Time and Alarm Systems will provide fire alarm technicians to be present during testing and inspections to reset fire alarm devices at the following schools: Child Development Center, San Ysidro Middle School, Vista Del Mar Middle School, Oceanview Hills School, Sunset Elementary School, and Willow Elementary School.

**RECOMMENDATION:**

Approve the agreement with Time and Alarm Systems to provide fire alarm testing and inspections district-wide during 2022-23 school year in the amount of \$17,150.00 from the General Fund.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

\$17,150.00  
(Amount)

General Fund  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

June 9, 2022

San Ysidro School District

**Attn: Jose Leon**

4350 Otay Mesa Rd.

San Ysidro, CA 92173

**Regarding: NFPA 72 Fire Alarm Testing and Inspection – District Wide**

Dear Mr. Leon,

I would like to thank you for allowing Time and Alarm Systems the opportunity to provide a proposal for the above mentioned project. Below is a detail of our proposal for NFPA Testing

**Total Cost for District Wide NFPA Testing: \$17,150.00**

**Scope of Work:**

Two factory-trained, state certified technicians to thoroughly inspect fire alarm system(s).

Test all devices connected to fire alarm system(s) in accordance with NFPA 72 Chapter 14 Requirements

Heat detectors will only be tested per section 14.5.5.5 which regulates the quantities required for compliance.

Required NFPA Certification Forms.

Documentation of device locations on site map(s).

Documentation of all test results including deficiency report(s).

**Tests are completed using UL listed, manufacturer approved test equipment and methods. Time and Alarm System pays prevailing wage rates in accordance with public contract code.**

**Sites Included:**

**Child Development Center  
Ocean View Hills ES**

**San Ysidro MS  
Sunset ES**

**Vista Del Mar  
Willow ES**

**Exclusions / Clarifications:**

District to provide full access during scheduled testing.  
Repairs, maintenance or other service work not included in this proposal.  
Parts are not included in this proposal.

I appreciate your time and want to thank you for the opportunity to provide you with service that meets or exceeds your expectations. Should you have any questions or need any additional information please feel free to contact me.

Sincerely,

***Amber Moreno***

Service Sales Supervisor  
amoreno@sciensbuildingsolutions.com

**Proposal Acceptance:**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Time and Alarm Systems

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

These General Terms and Conditions (the “**Terms**”), is made and entered into as of the date set forth in the attached Proposal (as defined below) by and between Sciens Building Solutions, LLC (“**Sciens**”) and the entity specified in the attached Proposal (“**Customer**”). The Terms together with any applicable Proposal schedules, appendices, exhibits, and additional terms and conditions which are referenced herein and hereby incorporated by reference constitute the “**Agreement**”. Sciens and Customer may each be referred to herein as a “**Party**” or collectively as “**Parties**”. In the event of conflict between these Terms and a Proposal, these Terms shall control.

#### **Article 1: Definitions**

“**Confidential Information**” means information about business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information of Sciens, including the Sciens Materials, the terms of this Agreement (including any Proposal) and business operations and strategies, designs, marketing, creative elements, artwork, visual representations, research material and data, specifications, processes, and technological developments, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential.” Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Article or **Article 4** by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source; *provided*, that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party before being disclosed by or on behalf of the Disclosing Party; or (d) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party’s Confidential Information.

“**Documentation**” means operating manuals, user instructions, technical literature and other information in English (including printed material and information recorded in other media), provided with the Software to enable Customer to understand, use and maintain the Software.

“**Equipment**” means any equipment, systems, cabling, facilities or other materials provided by Sciens and used directly or indirectly in the provision of the Services.

“**Facilities Data**” means electronic data that is collected or generated by Sciens through scheduled back-ups of the databases or graphics residing in the workstation(s) or field panel(s) that constitute part of Customer’s automation control system.

“**Intellectual Property**” means any and all of the following (by whatever name or term known or designated) now known or hereafter existing anywhere in the world: (a) rights associated with works of authorship, including, without limitation, all exclusive exploitation rights, copyrights, and mask work rights; (b) patents (including, without limitation, reissues, divisions, reexaminations, extensions, continuations, and continuations-in-part thereof), designs, and other industrial property rights; (c) any copyright in source code, object code, formulas, ideas, concepts, mask works, methods, know-how, processes, devices, and the like; (d) trademark, trade dress, and other works based on designation of source or origin, whether arising by operation of law, contract, license, or otherwise, together with the goodwill connected with the use thereof and symbolized thereby; (e) all registrations, applications, renewals, extensions, continuations, divisions, reissues, and the like which is based on any of the foregoing; (f) trade secrets and know-how; (g) Software; and (h) all other intellectual property and proprietary rights of every kind and nature.

“**Personally Identifiable Information**” means any personal information that relates to, describes, or is capable of being associated with, a particular individual.

“**Pre-Existing Intellectual Property**” means: (a) all Intellectual Property which is owned or controlled by Sciens and which existed prior to or independent of this Agreement and (b) all Intellectual Property which results from activities that are conducted by Sciens (including any employee, subcontractor, or affiliate of Sciens) outside of this Agreement.

“**Proposal**” means certain proposals attached to this Agreement, and herein incorporated by reference, that supplement these Terms, and describe more specifically the relationship between Sciens and Customer regarding the performance of the Services.

“**Sciens Materials**” means know-how, tools, and related documentation owned or licensed by Sciens and used by Sciens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, methodologies estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Sciens and used by Sciens to provide the Services, or install or commission the Equipment and Software.

“**Services**” means the services, functions, responsibilities, and activities described in this Agreement and the applicable Proposal.

“**Site**” means the designated location as set forth in the Proposal where Sciens will perform the Services described hereunder.

“**Software**” means any computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof owned or licensable by Sciens or its affiliates.

#### **Article 2: Scope of Work**

**2.1 General.** This Agreement sets forth the Terms and conditions pursuant to which Sciens agrees to make available to Customer certain Equipment, Software, Documentation, Sciens Materials (“**Deliverables**”), and Services. Sciens shall use commercially reasonable efforts to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and without liability to Sciens if those dates are not met.

**2.2 Changes.** If either Party wishes to change the scope of the Services or Deliverables, it shall submit details of the requested change to the other Party in writing. Sciens shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the time required to implement the change; (b) any adjustments or changes to the fees, expenses payment terms or other charges for the Services or Deliverables arising from the change; (c) the likely effect of the change on the Services; and (d) any other material impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing; *provided* that; as the Services are performed, or development and delivery of any Deliverable is processed, conditions may change or circumstances outside Sciens’ reasonable control (such as changes of law) may develop which

require Sciens to expend additional costs, effort or time to complete the Services or Deliverables, in which case a formal Change Order shall not be required and Sciens shall notify Customer and an equitable adjustment shall be made to the compensation and time for performance. In the event conditions or circumstances require the Services to be suspended or terminated, Sciens shall be compensated for the Services performed and Deliverables delivered and for costs incurred in connection with the suspension or termination.

#### **Article 3: Term and Termination**

**3.1 Term.** The term of this Agreement shall commence on the date that the Proposal is accepted by an authorized representative of Sciens and will continue for the period specified in the Proposal.

**3.2 Termination.** (a) Sciens may terminate this Agreement for any or no reason upon providing Customer with ninety (90) days’ written notice; and (b) either Party may terminate this Agreement in the event that the other Party (i) materially breaches any obligation in this Agreement and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors

**3.3 Effect of Termination.** Upon termination or expiration of the Agreement: (a) each Party shall promptly return to the other Party all copies, whether in written, electronic or other form or media, of the Disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed; *provided*, that each Party may retain an archival copy which may be maintained by such Party for its records subject at all times to the confidentiality obligations hereunder; (b) Customer will promptly pay Sciens for all Services performed and Deliverables provided through the effective day of such termination or expiration; (c) Customer shall immediately cease use of and return all Equipment, Software, Documentation, and Sciens Materials; (d) Customer shall immediately cease use of and delete all Software from its systems (including all object and source code) and certify in writing that such Software has been destroyed, removed or deleted from Customer’s systems.

#### **Article 4: Confidentiality**

From time to time, either Party may disclose or make available (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) Confidential Information. Each Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care that the Receiving Party would protect its own Confidential Information, but in no event with less than a reasonable degree of care; (b) use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, solely as necessary to perform its obligations hereunder; and (c) not disclose any such Confidential Information to any person or entity, except: (i) to the Receiving Party’s officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, or (ii) pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction; *provided*, that the Receiving Party shall first make commercially reasonable efforts to provide the Disclosing Party with: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

#### **Article 5: License Grant and Ownership**

**5.1 Ownership.** The Parties acknowledge and agree that: (a) all right, title, and interest in and to any Pre-Existing Intellectual Property shall remain the sole property of Sciens and, except as expressly set forth in this Agreement, no right, title or interest in any Pre-Existing Intellectual Property shall be granted to Customer; (b) except for the limited rights explicitly granted by Sciens to the Customer in this Agreement, as between the Parties, Sciens shall exclusively own and shall retain all Intellectual Property rights in and to the Deliverables, including those made for the benefit of Customer; the forgoing includes, but is not limited to, all source and object code and derivatives thereof, upgrades, modifications, and improvements made to the Deliverables or any other Intellectual Property conceived or developed in connection with the Deliverables (collectively, “**Sciens IP**”) in connection with this Agreement; (c) except for the limited rights explicitly granted by Sciens to Customer under this Agreement, as between the Parties, Sciens shall exclusively own all right title and interest, including any Intellectual Property appurtenant thereto, in and to all Facilities Data. In the event that Customer may be deemed to hold any proprietary or other interest in the Facilities Data, or Sciens IP (whether under copyright, patent, trademark, trade secret, or other right), except as expressly granted herein, Customer hereby agrees to unconditionally and irrevocably convey and assign, and does hereby unconditionally and irrevocably convey and assign, to Sciens all right, title and interest in and to all Sciens IP and Facilities Data (present and future), including any Intellectual Property appurtenant thereto, without further consideration. The Parties acknowledge and agree that the Facilities Data and Sciens IP are not to be considered “works for hire” under provisions of the U.S. Copyright Act (17 U.S.C. §101 et seq. and 201(b)).

#### **5.2 Limited License.**

(a) Subject to the terms and conditions of this Agreement, for the term of the Agreement, Sciens hereby grants Customer a limited, revocable, nonexclusive, non-transferable, non-sublicensable license to use the Intellectual Property embedded in any of the Deliverables solely for the purposes provided to Sciens in writing and pre-approved by Sciens.

(b) To the extent that any Software that is owned or licensed by Sciens or its affiliates is either: (i) a separate Deliverable for use in the Equipment; (ii) for use in a computer system owned by the Customer; or (iii) delivered as firmware embedded in the Equipment (“**Delivered Software**”), subject to the terms and conditions of this Agreement, for the Term of the Agreement, Sciens hereby grants Customer a limited, revocable, nonexclusive, non-transferable, non-sublicensable license solely to: (A) use the Delivered Software in object code, and (B) solely in the case of 5.2 (b)(ii) and (iii), make and retain archival and emergency copies of the Delivered Software (subject to the confidentiality obligations contained in this Agreement).

(c) Customer hereby grants to Sciens a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to any suggestions, enhancement requests, recommendations or other feedback from Customer and its affiliates to the Services, or

Deliverables (“**Feedback**”). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Sciens notwithstanding anything else contained herein. Sciens may freely use, disclose, reproduce, license or otherwise distribute and exploit the Feedback for any purpose without regard to any Intellectual Property, payment or other obligation.

**5.3** Use Restrictions. In consideration of the license grants in Article 5.2, the Customer agrees: (a) not to reverse engineer any Delivered Software or Deliverable or any Intellectual Property embedded or appurtenant to any Delivered Software, Deliverable or any other materials or services provided hereunder; (b) not to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of any Delivered Software, Deliverable or any other materials or services provided hereunder, even to the extent such restriction is allowable by law; (c) to only use Deliverables and Delivered Software solely in connection with a project pre-approved by Sciens in writing and at the Site; and (d) Deliverables and Delivered Software shall not be used or relied upon by any third-party and any such use or use by any third party in violation of this Section 5.3(d) will be at the Customer’s or applicable users’ risk and Sciens hereby expressly disclaims any and all liability resulting therefrom or related thereto.

#### **Article 6: Responsibilities of Sciens**

**6.1** Services. Sciens will perform the Services expressly described in this Agreement or Change Order(s) in accordance with Article 2.2 above. Sciens shall perform the Services during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein. The Services performed by Sciens shall be performed using personnel of required skill, experience and qualifications and in a professional and workmanlike manner. Sciens is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the scope set forth in this Agreement.

**6.2** Third Party Services. Sciens may from time to time engage other people, entities or organizations in the performance of Sciens’ duties hereunder without the prior written consent of the Customer for the benefit of the Customer. Sciens shall be responsible for any portion of the Services performed by any subcontractor of Sciens; *provided* that, Sciens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Sciens’ work or presence at a Site shall not relieve others of their responsibility to Customer or to others. Sciens shall not be liable for the failure of Customer’s contractors or others to fulfill their responsibilities.

**6.3** Reliance on Customer Information. In order to perform Sciens’ obligations hereunder it is necessary for Customer to furnish certain documentation and supporting data (“**Customer Information**”). In performing Sciens’ obligations hereunder, Sciens may rely on the accuracy and completeness of the Customer Information; in doing so, Sciens does not represent that: (a) Sciens has made a detailed examination, audit or arithmetic verification of the Customer Information; or (b) Sciens has made an exhaustive or continuous on-site inspections related to the Customer Information.

**6.4** Work on a Fire and Life Safety System. To the extent that Work on a Fire and Life Safety (“**FLS**”) system is included as Equipment, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association (“**NFPA**”) guidelines 72 2013 edition (or most current edition), Chapter 14 (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Sciens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Customer will be solely responsible for any liability arising from the Customer’s specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

**6.5** Facilities Data. In the event that a data backup or data collection product or service is part of the Service, or Deliverable and Sciens is to store the data, Sciens will take commercially reasonable steps to protect the security of all Facilities Data stored offsite.

#### **Article 7: Responsibilities of Customer and Use Restrictions**

**7.1** Customer Responsibilities. Customer shall, at Customer’s sole expense: (a) Designate a contact person with authority to make decisions for Customer regarding the Services and Deliverables and provide Sciens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services or Deliverables received from a person located at the Site will be deemed authorized by Customer, and Sciens will, in its reasonable discretion, act accordingly; (b) cooperate with Sciens in all matters relating to the Services and provide office accommodation and other facilities as may reasonably be requested by Sciens, for the purposes of performing the Services; (c) provide or arrange for reasonable access and make all provisions for Sciens to enter any site where Services are to be performed; (d) permit Sciens to control or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Services; (e) furnish Sciens with all available information pertinent to the Services including but not limited to, and within ten (10) days of receipt of a written request, all required reviews and approvals (or other appropriate action) with respect to a reasonable request for information, samples, estimates, schedules, shop drawings, drawings, specifications, purchase orders, contracts, and other items submitted or proposed by Sciens; (f) obtain and furnish Sciens with all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those Sciens has expressly agreed in writing to obtain; (g) notify Sciens promptly of any Site conditions requiring special care, and provide Sciens with any available documents describing the quantity, nature, location and extent of such conditions; (h) comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices Sciens has expressly agreed in writing to give; (i) provide Sciens with Material Safety Data Sheets (“**MSDS**”) conforming to OSHA requirements related to all Hazardous Materials at the Site which may impact the Services, Deliverables; (j) furnish to Sciens any contingency plans related to the Site; and (k) furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment;

**7.2** Customer Site. Customer acknowledges that it is now and shall be at all times in control of the Site. Sciens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide

the means, methods or sequence of their work or to stop their work. Sciens’ presence at a Site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Sciens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer’s or its other contractors’ activities or operations; the work of any other person or entity; or Customer’s Site conditions. Sciens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer’s Site. So as not to discourage Sciens from voluntarily addressing such issues, in the event Sciens does make observations, reports, suggestions or otherwise regarding such issues, Sciens shall not be liable or responsible for same. Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Services or Deliverables.

**7.3** Personally Identifiable Information. Except as explicitly provided herein, Customer represents and warrants that it will not: (a) except for the name and employee badge access credentials, use workstations or field panels that constitute parts of its automation control for electronic storage of any Personally Identifiable Information; or (b) provide any Personally Identifiable Information in connection with this Agreement. **SCIENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF THIS ARTICLE 7.**

#### **Article 8: Compensation**

**8.1** General. Except as set forth in the applicable Proposal, Sciens shall be compensated for the Services and Deliverables at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Services, or provision of Deliverables. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer’s request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during Sciens’ normal working hours; and (c) work performed on equipment not covered by the Agreement. Unless expressly set forth in a Proposal, all payment and fees will be governed according to the provisions of this Article 8.

**8.2** Invoice. Sciens may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt by Customer. If any payment is not received when due, Sciens may deem Customer to be in breach of this Agreement and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Services, including delivery of any Deliverable. If such breach occurs, Sciens shall be entitled to compensation for the Services previously performed, Deliverable (including materials and time spent for such Deliverables completion) and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, (i) the Customer agrees to pay, on demand, a late payment of either one and one-half percent (1.5%) or the maximum amount permitted by law, the amount of the payment per month, of each overdue amount (including accelerated balances) under the Agreement, and (ii) Sciens may suspend performance for all Services until payment has been made in full. Customer shall reimburse Sciens for Sciens’ costs and expenses (including reasonable attorneys’ and witnesses’ fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, Customer shall notify Sciens in writing of the amount in dispute and a detailed description of the rationale for the dispute within twenty-one (21) days of receipt of the invoice; *provided*, that the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Sciens.

**8.3** Taxes. Except to the extent expressly agreed in writing, Sciens’ fees do not include any taxes, excises, fees, duties or other government charges related to the Services, or Deliverables, and Customer shall pay such amounts or reimburse Sciens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Sciens with a valid exemption certificate or permit, and indemnify, defend and hold Sciens harmless from any taxes, costs, and penalties arising out of the same.

#### **Article 9: Limited Warranty; Disclaimers**

**9.1** Limited Warranty. (a) For up to one (1) year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment supplied by Sciens or bearing its nameplate will be free from material defects in material and workmanship arising from normal use and service and (b) Labor for all Services under this Agreement is warranted to be free from material defects for ninety (90) days after the earlier of the date the Services are substantially completed or the date of first beneficial use. Customer’s sole and exclusive remedy for Equipment or Service not conforming to this limited warranty is limited to, at Sciens’ option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Services. To the extent that Software is a Deliverable as part of the Service for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (x) any applicable Sciens or third party end-user license agreement (“**EULA**”) accompanying such Software, or (y) if no EULA accompanies such Software, the EULA posted at [www.usa.SciensBuildingSolutions.com/btcspeula](http://www.usa.SciensBuildingSolutions.com/btcspeula) (Sciens’ EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Sciens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in this Agreement. For all other Equipment, Sciens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

**9.2** Exclusions. The limited warranties set forth in Article 9.1 will be void as to, and shall not apply to, any Service, Equipment or Software (a) repaired, altered or improperly installed by any person other than Sciens or its authorized representative; (b) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Sciens or the manufacturer’s instructions, or otherwise subjected to improper maintenance, negligence or accident; (c) damaged because of any use of the Equipment or after Customer has, or should have, knowledge of any defect in the Equipment; or (d) Equipment not manufactured, fabricated and assembled by Sciens or not bearing Sciens’ nameplate. However, Sciens assigns to Customer, without recourse, any and

all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties. Any claim under the limited warranty granted above must be made in writing to Sciens within thirty (30) days after discovery of the claimed defect or the likelihood that the discovery of the claimed defect should have reasonably been made, unless discovered directly by Sciens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Sciens shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Sciens' warranty liability shall not exceed the purchase price of such component(s) repaired or replaced. Equipment will be warranted hereunder only for the remaining portion of the original warranty period. THIS ARTICLE REPRESENTS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS, LOSSES OR EXPENSES ARISING FROM, RELATED TO, OR CAUSED BY, DEFECTIVE OR NON-CONFORMING EQUIPMENT OR SERVICES (INCLUDING ANY FLS SYSTEMS) INSTALLED OR PERFORMED BY SCIENS IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY ABOVE, THE SERVICES AND PROVISION OF THE DELIVERABLES ARE PROVIDED "AS IS" AND "WHERE IS." THE LIMITED WARRANTIES ABOVE ARE IN LIEU OF AND SCIENS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO.

**Article 10: Indemnification.** Customer shall, at its sole cost and sole expense, indemnify, defend and hold free and harmless Sciens, its officers, directors, shareholders, employees, affiliates, successors, and assigns from all liability, losses, costs, expenses, judgments, and damages (including all reasonable attorneys' fees) incurred in connection with, as a result of, or arising from: (a) Customer's negligence or willful misconduct; (b) Customer's breach of any provision of this Agreement; (c) violation of applicable law (including data security and privacy laws); or (d) bodily injury or death to any person, or damage to any tangible property, to the extent that such injury, death, or damage is alleged to be caused by the acts or omissions of the Customer, Customer employee, agent, subcontractor, or affiliate. Sciens may conduct the defense of such claims at Sciens' expense, or participate in the defense of such claims with its own counsel at its own expense, and approve any settlement, prior to Customer agreeing thereto, that assigns liability or fault to Sciens or binds or purports to bind Sciens.

**Article 11: Limitation of Liability.** IN NO EVENT SHALL SCIENS BE LIABLE FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS, OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN ANY WAY RELATING TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST BUSINESS OPPORTUNITIES) WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SCIENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SCIENS' AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE LESSER OF: (A) THE AMOUNT OF FEES RECEIVED BY SCIENS FROM THE CUSTOMER UNDER THIS AGREEMENT OR (B) ONE MILLION DOLLARS (\$1,000,000).

**Article 12: Insurance and Risk of Loss**

**12.1 Insurance.** Sciens shall maintain insurance coverage in amounts and insures against such losses and risks that are commensurate with industry standards in connection with the Services provided hereunder, as determined by Sciens in its sole discretion.

**12.2 Risk of Loss.** Risk of loss of materials to any Deliverables furnished by Sciens shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

**12.3 Proof of Insurance.** Sciens shall, upon prior request from the customer, provide proof of insurance with mutually agreed upon insurance requirement.

**Article 13: Hazardous Materials Provisions**

**13.1 Hazardous Materials.** The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of oil or Hazardous Materials. Except as disclosed pursuant to Article 0, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where the Services are performed. Sciens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services and Deliverables has been priced and agreed to by Sciens in reliance on Customer's representations as set forth in this Article 0. The presence of Hazardous Materials constitutes a material change in the Agreement equivalent to a Change Order whose terms must be agreed to by Sciens; Sciens may suspend its obligations hereunder until such terms are agreed upon.

**13.2 Testing.** Customer shall be solely responsible for testing, abating, encapsulating, removing, remediating or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Article 0 above, Sciens will continue to have the right to stop the Services until the Site is free from Hazardous Materials.

In such event, Sciens will receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall Sciens be required or construed to take title, ownership or responsibility for such oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

**13.3 Warranty and Hazardous Materials.** Customer represents and warrants that, prior to the execution of the Agreement, it has notified Sciens in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

**Article 14: Import / Export**

Customer acknowledges that Sciens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment or Services provided under this Agreement, including any export license requirements. Customer agrees that such Services or Equipment or Software shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Sciens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times.

**Article 15: Small Business Concern**

Sciens shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. Sciens' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

**Article 16: Miscellaneous**

**16.1 Assignment.** Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed; provided, that either Party may assign this Agreement to its affiliates; further, provided, that Sciens may assign the assign proceeds of this Agreement. Any purported assignment in violation of this Article 0 shall be null and void.

**16.2 Entire Agreement; Amendment; Modification and Waiver.** When approved in writing by an authorized representative of each Party, this Agreement and its appendices set forth the entire agreement between the Parties concerning the matters set forth in this Agreement and supersedes all other prior oral or written understandings, promises, representations or agreements and this Agreement shall prevail over any of Customer's general terms and conditions. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party and any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

**16.3 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

**16.4 Applicable Terms.** Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the Parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

**16.5 Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Delaware. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

**16.6 Non-Solicit.** If, during or within ninety (90) days after the Term of this Agreement, Customer engages any Sciens employee who has performed work under this or any other agreement between Customer and Sciens, Customer shall pay Sciens an amount equal to the employee's latest annual salary.

**16.7 Force Majeure.** Sciens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Sciens shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Sciens incurs due to such circumstances.

**16.8 Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of the Agreement.

unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**16.9** Survival. Any provision of the Agreement that contemplates or governs performance of observance subsequent to its termination or expiration, or which is necessary for the proper interpretation, administration or enforcement of this Agreement, will survive the expiration or termination of this Agreement for any reason, including without limitation, the following provisions: Articles 3.4, 5.1, Article 10: , 11, and 16.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Preschool & Child Development Programs  
Lorena Varela-Reed, Director

Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE EXPANDED FOOD & NUTRITION EDUCATION PROGRAM

---

**BACKGROUND INFORMATION:**

The Expanded Food and Nutrition Program (EFNEP) has provided nutrition education to families with limited resources children since 1969. It is a unique collaboration with the U.S. Department of Agriculture, University of California Cooperative Extension and the County of San Diego at no cost to the District.

EFNEP provides research-based parent workshops on the benefits of learning about food and nutrition in a supportive and fun environment. Parents learn the following: ♦ Healthy portion sizes ♦ My Pyramid/MyPlate key messages ♦ How to use the Nutrition Facts Label ♦ How to plan family meals, create a grocery list, and compare brands when purchasing food ♦ How to feed young children ♦ Strategies for keeping food safe. Some sessions include cooking demonstrations and tasting, and most will include physical activity. Participation in EFNEP provides benefits such as improved self-confidence, motivation to make healthy lifestyle changes, and increased self-sufficiency.

The Preschool & Child Development Programs' Children & Families Facilitator will coordinate the dates and locations for the EFNEP Program. Childcare will be provided by preschool staff.

**RECOMMENDATION:**

Approve/Ratify the Memorandum of Understanding with the Regents of the University of California for the Expanded Food & Nutrition Education Program for school year 2022-23 at no cost to the District.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

N/A  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**ON BEHALF OF ITS**  
San Diego **Cooperative Extension**  
Expanded Food Nutrition Education Program  
**AND**  
San Ysidro School District

The Regents of the University of California, on behalf of its Cooperative Extension for San Diego County (collectively, “university”), is hereby authorized during the period from **September 1, 2022, to September 31, 2023**, to use the facilities of the San Ysidro School District’s Preschool and Child Development Center (“Cooperator”) at the following location for the following purpose.

\*Preschool & Child Development Center (CDC) \* Sunset Preschool, and \*Ocean View Hills Preschool

Expanded Food Nutrition Education Program will teach Eating Smart\* Being Active Curriculum and/or UCCE Connects to You! Curriculum. Please refer to Exhibit A – A program Scope of Services and Responsibilities.

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys’ fee, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

University and Cooperator mutually agree that each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 automobile liability, and Workers’ Compensation coverage as required by applicable law, and upon request shall furnish proof thereof in the form of a certificate of insurance within thirty (30) days of the effective date of the Memorandum of Understanding. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(Continued on following page)

Contact Persons:

For University:

Oli Bachie

9335 Hazard Way, Suite 201  
San Diego, California 92123

For Cooperator:

Lorena Varela-Reed  
Director of Child Development  
4350 Otay Misa Road  
San Ysidro, California 92173

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the latest date of execution set forth below.

THE REGENTS OF THE

SAN YSIDRO SCHOOL DISTRICT

\_\_\_\_\_  
Wendy Powers  
Associate Vice President  
University of California  
Agriculture and Natural Resources

\_\_\_\_\_  
Marilyn Adrianzen,  
Chief Business Official

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board Approved/Ratified: 08-11-22

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** AMENDMENT TO THE AGREEMENT WITH VILLALVA TRAINING

---

**BACKGROUND INFORMATION:**

During the year, bus drivers are required to be State certified to keep up with California Highway Patrol regulations. Villalva Trucking and Training services will provide classroom instruction, documentation and update driver's records for the District and its drivers to be in compliance.

Amendment No. 1 – Extend the term of the agreement dated April 15, 2021 to fiscal year 2022-23.

**RECOMMENDATION:**

Approve/Ratify Amendment No. 1 to the Villalva Training Agreement to provide bus compliance training services during 2022-23 on an "as needed" basis at a cost not to exceed \$25,000.00 from the General fund.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2020-2021 Budget?

Yes     No

Requisition #

NOT TO EXCEED

**\$25,000.00**

(Amount)

**General Fund**

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

## AMENDMENT NO. 1

The Professional Services Agreement between San Ysidro School District (District) and Villalva Training/Frank Villalva Jr. was entered on April 15, 2021, to provide bus training and compliance services.

Amendment No. 1 - The following sections are being amended.

- SECTION NO. 1.2 TERM:

Extend the Term to Fiscal Year 2022-23 (July-June) on an “as needed” basis.

All other Terms and Conditions of the Agreement dated April 14, 2021 remain the same.

The District and Villalva Training/Frank Villalva Jr., each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

**Villalva Training / Frank Villalva Jr.**  
\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

**San Ysidro School District**  
\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

Marilyn Adrianzen, Chief Business Official  
\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Preschool & Child Development Programs  
Lorena Varela-Reed, Director

Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH YMCA CHILDCARE  
RESOURCE SERVICES FOR PARENT EDUCATIONAL WORKSHOPS

---

**BACKGROUND INFORMATION:**

The YMCA Childcare Resource Services (YMCA) has provided parent workshops focused on nutrition or physical activity at the District's Preschool & Child Development Program's school sites: Smythe CDC, Sunset Preschool and Ocean View Hills Preschool. Workshops will be present in English/Spanish language based on the attendees.

The Preschool & Child Development Programs' Children & Families Facilitator will coordinate the dates and locations for these workshops. Childcare may be provided by preschool staff.

**RECOMMENDATION:**

Approve the Memorandum of Understanding with the YMCA Childcare Resource Services to provide parent educational workshops during school year 2022-23 at no cost to the District.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

N/A  
(Amount)

N/A  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT  
MEMORANDUM OF UNDERSTANDING  
FOR PARENT WORKSHOPS**

Between YMCA Childcare Resource Service (YMCA) and  
San Ysidro School District (DISTRICT)

1. Scope of Services:

The YMCA Childcare Resource Service's health educators will provide parent workshops focused on nutrition or physical activity at the DISTRICT'S Preschool & Child Development Program school sites: Smythe CDC, Sunset Preschool and Ocean View Hills Preschool. The Workshops can be presented in English/Spanish language based on the attendees.

2. Compensation:

This service will be provided at no cost to the DISTRICT or parents.

3. Indemnification and Hold Harmless:

YMCA shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the YMCA hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

4. Insurance

YMCA shall provide, at its own expense, procure and maintain for the duration of this Agreement, General Liability insurance and proof of Workers Compensation (with waiver of subrogation) against claims which may arise from or in connection with the performance of this Agreement by YMCA, its agents, representatives, and employees in the amounts of \$1,000,000 per occurrence/ \$2,000,000 aggregate. The DISTRICT shall be named additional insured with endorsements. Such insurance shall survive after this agreement as permitted by law.

4. Term:

The term of this agreement is from August 12, 2022 to June 30, 2023.

6. Other:

YMCA is an independent contractor and is not an agent or employee of the District. and will pay all applicable state, local and federal taxes and will maintain insurance coverage during the term of this agreement.

This Agreement is the complete and exclusive understanding of the parties and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

~ This space intentionally left blank – Signature page follows ~

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

**YMCA CHILDCARE RESOURCE SERVICE**

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved:

**SYSD CONTACT PERSONS:**

Lorena Varela-Reed  
Director, Preschool & Child Development  
(619) 428-4476 ext. 3583  
[Lorena.varela-reed@sysdschools.org](mailto:Lorena.varela-reed@sysdschools.org)

Claudia Uribe  
Children & Families Project Facilitator  
(619) 428-4476 ext. 3674  
[Claudia.uribe@sysdschools.org](mailto:Claudia.uribe@sysdschools.org)

**YMCA CONTACT PERSON:**

Giselle Moreno  
Quality Support Specialist  
YMCA CHILDCARE RESOURCE SERVICE  
4451 30th Street, San Diego, CA 92116  
(P) 619 837-8108  
(E) [gmoreno@ymcasd.org](mailto:gmoreno@ymcasd.org)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH ACE COOLERS, INC.

---

**BACKGROUND INFORMATION:**

During the year, maintenance and repairs services are needed for HVAC equipment and refrigeration equipment. The District would like to retain the services of ACE Coolers for school year 2022-23.

**RECOMMENDATION:**

Approve/Ratify the agreement with ACE Coolers, Inc. to provide maintenance and repair services for HVAC and refrigeration equipment at District school sites during school year 2022-23. Cost implications will be paid from the Routine Maintenance Fund.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

Refer to rate sheet

**TBD**

(Amount)

**Routine Maintenance Fund**

(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT**  
4350 Otay Mesa Road  
San Ysidro, California 92173  
619-428-4476

**INDEPENDENT CONTRACTOR SERVICES**

**THIS CONTRACT** made and entered into on August 12, 2022 by and between ACE COOLERS, INC. hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on July 1, 2022 with work to be completed on or before June 30, 2023.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide labor, materials, equipment, maintenance and repair services for air conditioning units and refrigeration units in kitchens, other. See Exhibit A for Scope of work and rates/fees.
--

PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
  - Scope of Work Statement (Exhibit A)
  - Certificates of Liability Insurance
  - Additional Insured Endorsement(s)
  - Worker's Compensation Insurance (as required by law)
  - Waiver of Subrogation for both General Liability and Workers' Compensation
  - School Safety Certification Form
  - Covid-19 Vaccination Proof (Addendum)
  - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
---

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.
10. 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.
11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

**CONTRACTOR**

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
**Name**

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BOARD APPROVED: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: marilyn.adrianzen@sysdschools.org

\_\_\_\_\_

PHONE: (619) 428-4476 ext. 3003

DATE: \_\_\_\_\_

FAX: (619) 428-9355

TEL # \_\_\_\_\_

EMAIL: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Contractor Initials \_\_\_\_\_

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. 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 Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

Contractor Initials \_\_\_\_\_

25. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

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

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional 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.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form.**

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials \_\_\_\_\_

**San Ysidro School District**  
**SCHOOL SAFETY CERTIFICATION FORM**

CERTIFICATION PURSUANT TO EDUCATION  
CODE SECTION 45125.1 and  
Penal Code section 667.5(c) or a serious felony  
listed in Penal Code section 1192.7(c)  
Fingerprinting and Criminal Background  
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

\_\_\_\_\_(Initial) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor 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.

\_\_\_\_\_(Initial) Contractor 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 Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_(Initial) Contractor certifies 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 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_(Initial) Contractor 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 Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor 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.

\_\_\_\_\_(Initial) 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.

**CERTIFICATION:**

\_\_\_\_\_(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

\_\_\_\_\_  
\_\_\_\_\_

Name & Title of authorized representative (*Print*)

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_

## ADDENDUM

### COVID-19

#### Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
  - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall

be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.

- d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements. Face masks may be required while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
  3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office or as later amended or enacted.
  4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
  5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Contractor's Initials \_\_\_\_\_



**EXHIBIT A**

*Ace Coolers, Inc*  
*Cooling & Freezing Specialists*  
*License # 817579*

**2022 Labor rates:**

Regular business hours: 7am - 4pm Monday - Friday:

Labor rates Initial Charge plus First Hour	\$205.00
Labor rate subsequent Hour:	\$110.00
Overtime Initial First Hour:	\$310.00
Prevailing Rate Initial Charge (First Hour):	\$290.00
Prevailing Rate subsequent Hour:	\$195.00
Prevailing Rate Overtime Hourly Rate:	\$292.50
Prevailing Rate Initial Labor Charge:	\$165.00
24-hour service	

**SERVICES PROVIDED:**

- Cleaning, maintaining, and repairing of all food cooling & freezing equipment: i.e. coolers, walk-ins, freezers, ice machines, blast chillers & Glycol systems.
- Cleaning, maintaining, and repairing of all HVAC equipment: i.e. exhaust fans, AC units, heaters.
- Providing and installation of Walk-Ins, refrigeration equipment, HVAC equipment.
- Lease/Rental/Sales/Service of ice machines.

For 24 hours service, contact our service department at [service@acecoolers.com](mailto:service@acecoolers.com) or by phone at (858) 541-2623.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** ADDENDUM NO. 1 TO THE AGREEMENT WITH DALE SCOTT & COMPANY (DS&C)

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**BACKGROUND INFORMATION:**

The San Ysidro School District (the "District") wishes to address its capital needs by reviewing its current debt profile, placing general obligation bonds before the voters issuing general obligation bonds, certificates of participation, refunding bonds, and/or bond anticipation notes (collectively, the "Bonds"). Additionally, the District wishes to comply with obligations under the continuing disclosure certificates the District has executed and delivered in connection with its outstanding long-term debt financings.

On September 12, 2019, the Governing Board approved the agreement with Dale Scott & Company Inc. to provide financial advisory services to the District. This Addendum is to include additional services to provide Voter/Community Information at an amount of \$10,000.00 and up to \$5,000.00 for expenses.

**RECOMMENDATION:**

Approve Addendum No. 1 to the Dale Scott & Company Inc. Agreement to provide financial advisory services related to the General Obligation Bonds in an estimated amount up to \$15,000.00. Compensation is based on the services provided.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

AMENDMENT NO. 1

**\$15,000.00**

(Amount)

**G.O. Bonds**

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

July 19, 2022

Board of Trustees  
c/o Dr. Gina Potter, Superintendent  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA, 92173

**Re: San Ysidro School District  
First Addendum to Financial Advisory/Continuing Disclosure/ADTR Services Agreement**

Ladies and Gentlemen:

Dale Scott & Company ("DS&C") proposes to San Ysidro School District this first addendum to DS&C's *Agreement for Financial Advisory/Continuing Disclosure/ADTR Services* dated September 12, 2019, as presented in the attached Exhibit A. Upon the District's acceptance by signature below, the terms of this Addendum shall be effective as of the date written below, and shall be incorporated into the Agreement to the same extent as if set forth therein.

Except as set forth in this Addendum, the Agreements are unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the Agreements, the terms of this Addendum will prevail.

Sincerely,

Accepted:



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Dale Scott  
President  
Dale Scott & Company

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Name: Marilyn Adrianzen

Title: Chief Business Official

Date:

Board approved: \_\_\_\_\_

**Exhibit A: First Addendum to Financial Advisory/Continuing Disclosure/ADTR Services Agreement**

Section I of the Agreement is amended by adding the following italicized language:

- d. ***Voter/Community Information.*** *DS&C shall produce on behalf of the District a Voter/Community Information report for the community regarding the District's bond program suitable for electronic and/or US mail.*

Section V of the Agreement is amended by adding the following italicized language:

- g. ***Voter/Community Information.*** *For such services, the District shall pay DS&C a fee of \$10,000 payable from bond proceeds or any other source of legally available funds. In addition, the District agrees to reimburse DS&C for approved out of pocket expenses related to the Voter/Community Information Assistance in an amount not to exceed \$5,000.*

Section VI of the Agreement is amended by adding the following italicized language:

VI. **Effective Date, Terms, and Conditions.** This Agreement shall be effective on the date signed by an authorized representative of the District and remain in effect for five years *from the date of the First Addendum*. Either party may terminate this Agreement at any time with 30 days' written notice of such termination. If such termination is requested by the District, the District agrees to compensate DS&C for its services performed to date and expenses as mutually agreed upon.

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:** Business Services  Informational  
Marilyn Adrianzen, Chief Business Official  Action

**AGENDA ITEM:** DISPOSAL OF OBSOLETE DOCUMENTS BEYOND LEGAL RETENTION PERIOD

**BACKGROUND INFORMATION:**

Documents being brought from disposal have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations. There is no further need to retain these records for use in the district. The Business Services Department requests permission to destroy inactive contracts, invoices, purchase orders and other internal internal documents and reports that are no longer in use and/or that are now kept electronically. Documents are dated prior to 2017-18. The District will use the services of Corodata to shred/destroy this documentation and will provide a certificate of destruction.

The following information is pursuant to CASBO Records Retention Manual, Sixth Edition for Kindergarten through Grade 12 and Community Colleges:

Required Form (if any)	Class Record	Title	Required Hard Copy Retention	Recommended Period	Reason for Recommended Retention
	2	Contracts (All)	5 Years	5 Years	(A)
	3	Insurance Policies and Endorsements (Closed or Terminated)	3 Years	4 Years	Timing/Fiscal Year
	2	Vendor's Files	5 Years	5 Years	(A)

Class 1: Permanent Records  
Class 2: Optional Records  
Class 3: Disposable Records

	3	Invoices, District - Outgoing	3 Years	4 Years	Timing/Fiscal Year
	3	Invoices, Vendor's	3 Years	4 Years	Timing/Fiscal Year

**RECOMMENDATION:**

Approve the disposal and destruction of documents that have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations.

**LCAP GOAL AND ACTION/SERVICE:**

Renewal  New  Amendment  Ratify  Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes  No

Yes  No

TBD  
(Amount)

General  
(Name of funding source and/or location)

Recommended for:  Approval  Denial Certification Requested  Yes  No

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Preschool & Child Development Programs  
Lorena Varela-Reed, Director

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) FOR 2022-23 HEAD START PROGRAM

**BACKGROUND INFORMATION:**

The Preschool & Child Development Program has been offering Head Start services for children three and four years of age for the past 6 years through funding administered by the Episcopal Community Services (ECS). ECS Head Start has a long tradition of delivering high quality services designed to foster healthy development in low-income children and their families. Program benefits include a range of individualized services in the areas of education and early childhood development; medical, dental, and mental health; nutrition; family social services; and family engagement, including training and workshops for parents.

The District will continue to receive funds for the 2022-23 to fund two (2) preschool classes at the Preschool & Child Development Center (CDC) and up to two (2) preschool class at Sunset Preschool.

**RECOMMENDATION:**

Approve the agreement with Episcopal Community Services for the 2022-23 Head Start Program.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

FUNDING SOURCE  
\$400,831.00

(Amount)

Preschool & Child Development  
ECS Head Start Account

(Name of funding source and/or location)

Recommended for:     Approval     Denial    Certification Requested     Yes     No



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY57

This Agreement is made on July 1, 2022, between EPISCOPAL COMMUNITY SERVICES (ECS), a California nonprofit corporation, with its principal place of business at 401 Mile of Cars Way Suite 350 National City, CA. 91950, and PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT ("Provider") with its principal place of business at 1880 Smythe Ave. San Ysidro CA. 92173. ECS and Provider are collectively referred to herein as the "Parties" or time to time individually as a "Party."

### RECITALS - WITNESSETH

Whereas:

- A. ECS will enter into a MEMORANDUM OF UNDERSTANDING (MEMORANDUM) for Program Year (PY) 56 with the Neighborhood House Association (NHA) for the Head Start Program of San Diego County effective July 1, 2022 through June 30, 2023. A copy of the MEMORANDUM, including attachments, is available at the offices of ECS and shall be furnished to Provider upon request.
- B. As part of the obligations set forth in the MEMORANDUM, ECS has agreed to provide copies of the New 2016 Federal Head Start Performance Standards and other federal requirements, policies and procedures, forms and samples of record keeping systems to Provider to ensure compliance with Head Start/Early Head Start guidelines.
- C. NHA received a grant under Title II-A of the Economic Opportunity Act of 1974, as amended, from the Administration of Children, Youth and Families of the United States Department of Health and Human Resources, requiring NHA to administer the Head Start Program in San Diego County.
- D. Pursuant to the MEMORANDUM, ECS is a Delegate Agent to NHA to serve Head Start eligible children in accordance with the ECS Grant Application submitted to NHA (ECS Grant Application). A copy of the Grant Application is available at the offices of ECS and shall be furnished to Provider upon request.
- E. Provider is a school district registered with facilities licensed by the State of California, Community Care Licensing to provide educational instruction to children 3 to 5 years of age and their families.
- F. ECS desires to retain the services of Provider to assist ECS in the performance of its duties and obligations pursuant to the MEMORANDUM and the ECS Grant Application.



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY57

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G. Provider desires to assist ECS with its duties and obligations as outlined in the MEMORANDUM and Grant Application.

### 1. INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The previous RECITALS are incorporated herein as though set forth in full.

### 2. TERM OF AGREEMENT

2.1 Initial Term. This Agreement will become effective on July 1, 2022, and will continue in effect through June 30, 2023, unless terminated earlier in accordance with provision in Section 8: Termination. If Provider: (a) fully performs as required herein; and (b) continues to operate, at its current level, as a preschool program licensed by the California Community Care Licensing, it is the intent of ECS to consider renewal of this Agreement beyond the initial term.

### 3. SERVICES TO BE PERFORMED BY PROVIDER

3.1 Specific Services. Provider agrees to perform the services specified in the "Description of Services" attached hereto as Exhibit A-G and incorporated herein by reference. These services shall be provided at certain licensed childcare preschool centers identified in EXHIBIT "A" (the "Sites").

3.2 Method of Performing Services. Provider will determine the method, details, and means of performing the services described in the Exhibit A-G, "Description of Services"

3.3 Status of Provider. Provider enters into this Agreement, and will remain throughout the term of the agreement, as an Independent Contractor. Provider agrees that Provider is not and will not become an employee, partner, agent, or principal of ECS while this Agreement is in effect. Provider agrees that it is not entitled to rights or benefits afforded to the employees of ECS, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for Provider and for its



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employees and subcontractors.

3.4 Payment of Income Taxes. Unless otherwise exempt from the payment of income taxes, Provider is responsible for paying all income taxes, including estimated taxes, incurred as a result of the compensation paid by ECS for services under this Agreement. On request, Provider will provide ECS with proof of timely payment. Provider agrees to indemnify ECS for any claims, costs, losses, fees, penalties, interest, or damages suffered by ECS resulting from the failure of the Provider to comply with this provision.

#### 4. COMPENSATION

4.1 Payment of Compensation. Provider will be paid in accordance with the terms and conditions set forth in the "Schedule of Payments" attached hereto as Exhibit B.

#### 5. OBLIGATIONS OF PROVIDER

5.1 Provider must inform ECS when new District Employees become employed throughout the program year, to ensure clearances are properly processed.

5.2 Medical Exam. New District Employees newly assigned to Head Start will schedule a physical exam, TB screening/assessment thru ECS's Medical Provider **before** they work with the Head Start children and **there after every four years.**

5.3 Immunization. Provider shall comply with California Health and Safety Code 1596.7995, and Community Care Licensing effective September 1, 2016, regarding immunizations for persons employed or volunteering at pre-school centers.

5.4 Back Ground Check. New District Employee will get a back-ground check from Community Care Licensing thru ECS's designated live scan provider, before they work with the Head Start children.

5.5 Mandated Reporter Training-District Employees assigned to Head Start Classrooms must take the Community Care Licensing Mandated Reporter



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training within 90 days and **there after every year.**

- 5.6 Integrated Pest Management Training: District Employees assigned to Head Start Classrooms must complete the IPM training for Child Care Providers **within 90 days and there after every year.**

Non-Exclusive Relationship. Provider may represent, perform services for, and contract with as many additional clients, persons, or companies as Provider sees fit.

- 5.7 Facilities, Tools, Materials, and Equipment. Unless otherwise specified, Provider will supply all facilities, tools, materials, and equipment required to perform the services under this Agreement. Workers' Compensation. At all times during the term of this Agreement, including any extensions or renewals, Provider agrees to provide workers' compensation insurance for its employees and agents and agrees to hold harmless and indemnify ECS for any and all claims arising out of any injury, disability, or death of any of Provider's employees or agents. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.
- 5.8 ECS will provide workers' compensation insurance for ECS staff stationed on Provider's premises.
- 5.9 Errors and Omissions Insurance. During the term of this Agreement, including any extensions or renewals, Provider agrees to maintain a policy of insurance in the minimum amount of two million dollars (\$2,000,000) naming ECS and NHA as additional insured to cover any negligent acts or omissions committed by Provider or its employees or agent during the performance of any duties under this Agreement. In addition, Provider agrees to indemnify and hold ECS free and harmless from any and all claims arising from any such negligent act or omission. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.
- 5.10 Liability Insurance. Provider shall provide comprehensive liability insurance with a minimum combined single limit coverage of \$2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof: arising from each occurrence. Deductible shall be subject to approval by Episcopal Community Services.



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Provider shall name Episcopal Community Services and its officers and employees as additional insureds on an endorsement as to all service performed by Provider under this agreement. Said policies shall constitute primary insurance as to Episcopal Community Services, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Provider's insurance policy or policies. Provider will furnish Episcopal Community Services with a Certificate of Insurance evidencing compliance.

- 5.11 Certificate of Insurance. Provider shall provide ECS with (a) certificate(s) of insurance and endorsement(s) evidencing liability, worker's compensation, and student accident insurances as a pre-requisite to signing this Agreement. If the Provider should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then the Provider shall provide (a) current certificate(s) of insurance. The insurance policies provided by the Provider shall include a provision for thirty (30) days written notice to ECS before cancellation or material changes of the above specific coverage. The Provider shall notify ECS of any changes that occur during the life of this agreement.
- 5.12 Employee Dishonesty Bond. Provider shall provide an Employee Dishonesty Bond with a minimum limit of \$50,000.
- 5.13 Student Accident Insurance. Provider shall maintain for the term of this Agreement, student accident insurance in the amount of not less than: Accidental Dismemberment - \$10,000.00.
- 5.14 Indemnity. To the extent permitted by law, Provider shall indemnify, hold harmless and defend ECS and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), in litigation commenced by or against Provider and all claims, demands, actions or judgments or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of



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law or ordinance, associated with Provider's operation of the Sites and any transactions arising out of or related to this Agreement, including Provider's hiring, employment and/or management practices. Such indemnification by Provider shall apply unless such damage or injury results from the sole negligence or willful misconduct of ECS its officers, directors, agents or employees. The obligations under this section shall survive the termination of this Agreement.

- 5.15 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Provider without the prior written consent of ECS.

### 6. WARRANTIES AND REPRESENTATIONS OF PROVIDER

- 6.1 License. Provider warrants and represents that it is currently licensed by the State of California as a child care facility. A copy of the current license must be provided to ECS. Provider will inform ECS Head Start of all Community Care Licensing (CCL) incidents reports and CCL site visits within 24 hours. ECS Head Start administration will inform NHA.
- 6.2 Background Checks. State of California licensing requirements include background checks of Provider's Director, all staff and employees before the initial start date of the contract and/ or assignment to any ECS Head Start classroom. Provider warrants and represents that exemptions have not been granted by the State of California for its Director, staff or employees. If Provider wishes to us exempt employees under this Agreement, it shall first obtain written permission from ECS in writing.
- 6.3 Absence of Lawsuits. Provider warrants and represents that there are no lawsuits, judgments, levies, actions or proceedings (legal or administrative) pending or threatened against it or affecting its facilities, of any type whatsoever.
- 6.4 Qualification and Skills. Provider warrants and represents that it has fully reviewed the Head Start Program Performance Standards contained in 45 CFR 1304, and has the qualifications and skills necessary to perform the applicable services specified therein, including, but not limited to 1302.90, 1302.91, 1302.92, 1302.93, under this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the agreement. Provider has complete and sole discretion for the manner



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in which the work under this Agreement will be performed. (See Operational Guidelines under Provider Professional Development).

Performance of Obligations and Duties. Provider warrants and represents that it will not take any action that would result in or cause ECS to breach its obligations pursuant to the MEMORANDUM.

### 6.5 Debarment, Suspension, Termination and/or Revocation.

A. Provider hereby certifies to the best of its knowledge that neither it, any of its principals, nor any subcontractor to be used in the performance of this Agreement:

- (1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection 2 of this Section 6.0; and,
- (4) Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.



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B. If unable to certify to the best of its knowledge the statements set forth above, Provider and/or any of its principals shall attach to this Agreement an account of the circumstances and any explanations therefore.

C. Provider further agrees to request this certification from any subcontractors that perform services under this Agreement.

### 7. OBLIGATIONS OF EPISCOPAL COMMUNITY SERVICES (ECS)

7.1 Cooperation of ECS. ECS agrees to comply with all reasonable requests of Provider and provide access to all documents reasonably necessary to the performance of Provider's duties under the Agreement.

7.2 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by ECS without the prior written consent of Provider.

### 8. TERMINATION OF AGREEMENT

8.1 Expiration of Agreement. Unless otherwise terminated or extended as provided in this Agreement, this Agreement will continue in effect until the end of the term as specified in Section 2: Term of Agreement.

8.2 Extension of Agreement. ECS may extend the term of this Agreement for a period not to exceed one (1) year from the expiration of the original term by giving Provider written notice no later than 60 days prior to the termination date, setting forth the new term.

8.3 Termination.

8.3.1 Upon reduction or elimination of funding under the Memorandum, ECS may terminate this Agreement upon issuance of written notice.

8.3.2 ECS may terminate this Agreement prior to the end of the term as specified in Section 2: Term of Agreement, by giving Provider thirty days (30) prior written notice of its intention to terminate this Agreement.



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- 8.4 Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:
- 8.4.1 Bankruptcy or insolvency of either party.
  - 8.4.2 Revocation or loss of Provider's California Community Care (CCL) license as a preschool program. A letter is to be submitted to ECS from the Provider if license is lost.
  - 8.4.3 Any act, or failure to act, or alleged act or alleged failure to act, by Provider that may result in the loss of Provider's license as a California Community Care Licensed Preschool program.
  - 8.4.4 The termination or material modification of the MEMORANDUM between ECS and NHA, such that ECS can no longer comply with its terms and conditions, or those contained in this Agreement.
  - 8.4.5 A finding by ECS in its sole and absolute discretion that the health, safety or welfare of one or more of the Head Start eligible children is or may be threatened, jeopardized, or in any way compromised by the continuation of the services provided herein.
  - 8.4.6 Cessation of funding for this Agreement by any source, including Federal or NHA monies.
  - 8.4.7 On the occurrence of any of these state events, ECS shall notify Provider in writing at which time this Agreement will automatically terminate. In its sole discretion, ECS may provide District with additional notice prior to the effective date of termination.
- 8.5 Termination for Default. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:



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The failure of ECS to pay Provider any compensation due within 30 days after written demand for payment, unless such failure results from Provider's failure to perform the services hereunder.

- 8.5.1 Provider's failure to complete the services specified in Description of Services (Exhibit A-G) and Schedule of Payments (Exhibit B).
- 8.5.2 Provider's breach of any warranty, representation or agreement contained in this Agreement.
- 8.5.3 ECS' breach of any warranty, representation or agreement contained in this Agreement.
- 8.5.4 Upon Termination. In the event of Termination, Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. If this Agreement is terminated because Provider failed to perform properly any of its obligations, the cost to ECS of completing Provider's performance shall be deducted from any sum due Provider under this Agreement, without prejudice to ECS's rights otherwise to recover its damages. Further, in the event of termination, all children participating in this Agreement shall remain with ECS under the Head Start/Early Head Start program and shall no longer participate in said program with the Provider.

### 9. REPORTING REQUIREMENTS

- 9.1 Reports and Assessments. Provider will maintain and retain detailed reports and assessments on all children participating in the Head Start Program. Provider will submit to ECS such reports set forth in Exhibit A which includes: Monthly In-Kind, list of loaned equipment or materials, and children files. Provider's failure to submit the required reports and assessments to ECS may result in withholding of payment to Provider.



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- 9.2 Retention of Records. At the completion of the term as specified in Section 9.2: Term of Agreement. Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. Additionally, Provider shall retain all records and reports relating to the performance of its duties and obligations hereunder for a period of five (5) years following the expiration or termination of this Agreement.
- 9.3 Copies of Records. Provider and ECS shall have joint access to records or reports upon request. ECS shall have the right to copy such reports or records at its expense.
- 9.4 Right of Inspection and Audit. Provider shall maintain and/or make available within San Diego County accurate books and accounting records (at a minimum, a basic listing of income/receipts and expenses) relative to all its activities. Provider will permit ECS to audit, examine and make excerpts or transcripts from all data and records, and to make audits of all invoices, materials, payrolls, records and personnel and other data relating to all matter covered by this Agreement. Provider shall maintain such data and records for a period not less than five (5) years. Any Federal agency or ECS funding source having an interest in the subject of the Agreement and must make repayment to ECS shall have the same rights conferred upon ECS. Provider is liable for any disallowances resulting from such inspections or audits.

### 10. DISCRIMINATION

- 10.1 Discrimination. Provider has been retained to assist ECS to administer the Head Start program. The Head Start program has, as its very basis, a goal of providing economically disadvantaged children and their families an opportunity to get a head start in the educational processes of children. In this regard, the Provider will not discriminate against any employee or applicant for employment in its Head Start program because of race, creed, color, national origin, sex, age, physical handicap, religion, sexual orientation or economic background. Provider will comply



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with the requirements concerning discrimination and compliance information set forth in regulations promulgated by the Administration for Children, Youth and Families Department of Health and Human Resources pursuant to the Civil Rights Act of 1964. Provider agrees to execute all available governmental prepared forms to confirm this non-discrimination provision.

### 11. GENERAL PROVISIONS

- 11.1 Notices. Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.
- 11.2 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Provider for ECS and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 11.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 11.4 Arbitration. Any controversy between the parties to this Agreement involving the construction or



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application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The parties will each appoint one person to hear and determine the dispute. If those two persons are unable to agree, then they will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in a proportion the arbitrators determine.

- 11.5 Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 11.6 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.
- 11.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.



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IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of ECS and Provider, and do hereby agree to the full performance of the conditions and covenants herein contained, and have caused this document to be executed by setting hereto their names, titles, signatures and date:

**Episcopal Community Services "ECS"**

By: \_\_\_\_\_

Signature

Elizabeth Fitzsimons

Print

Chief Executive Officer

Title

Dated: \_\_\_\_\_

**PROVIDER - San Ysidro School District**

By: \_\_\_\_\_

Signature

Marilyn Adrianzen, CBO

Print

Dated: \_\_\_\_\_

Board approved:



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**EXHIBIT A**  
DESCRIPTION OF SERVICES

SERVICES CONDUCTED BY PROVIDER:

1. Provide a Healthy and Safe Environment in accordance with the Head Start Performance Standard, ECS Head Start Standard Health and Safety Checklist and Community Care Licensing Regulations.
2. Provide educational services for Head Start eligible children. Services to families shall be for no less the 145 days during contracted period, Monday through Thursday. Provider shall ensure that One Hundred Percent (100%) enrollment is achieved on, the first-class day of Head Start, as established by and reported to the Office of Head Start, and maintained for the duration of the Agreement by providing Head Start services to 80 children and their families.
3. Provide Daily Child Development Services as follows:

**San Ysidro Child Development Center:**

- a) Provider will operate two (2) part day classes of 20 children.  
Monday through Thursday - At least (3.5) hours, not to exceed (4) hours per service day per child as stated 1302.21 Head Start Performance Standards.

-Hours of service (operation) at SYCDC Head Start part day will be 8:15AM to 11:45AM and \*;30AM to 12:00PM

-The SYCDC State preschool program will be 11:45AM to 2:45PM and 12:00pm to 3:00PM . The SYCDC Preschool Teachers will be preapproved to sign-out the children from the Head Start program and sign in to the SYCDC State program after the ECS Head Start program has ended.

**Sunset Preschool:**

- a) Provider will operate two (2) part day classes of 20 children.  
-Monday through Thursday - At least (3.5) hours, not to exceed (4) hours per service day per child as stated in



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1302.21 Head Start Performance Standards.

-Hours of service (operation) at Sunset will be 8:00 AM to 11:30 AM and 12:15PM to 3:45PM.

\*The 12:15 to 3:45PM class will not open until we have students already registered and approved but no later than August 18, 2022.

4. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers (signs must include the statement "Head Start classroom is funded by Neighborhood House Association"), website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.
5. Provide recruitment information to individuals interested in the Head Start program, including information about Head Start permitting children who are not potty trained to participate.
6. Ensure Head Start application are properly routed to ECS Head Start Eligibility office for eligibility determination and to go through the ECS Head Start prioritization and selection process. All applicants to the Head Start program will be eligible to request all Head Start program options (including center-base, home base and family child care options) if not selected for Provider's location.
7. Provide a daily non-shared work space, including a desk, phone and file cabinet with a lock and key, for the Head Start Family Support Technician near the Head Start classrooms.
8. Allow compliance assurance (planned and unplanned) visits by grantee NHA and ECS Head Start staff during ECS Head Start hours of service, including site and document/record review.
9. Maintain confidentiality of Head Start children, and family information and their records. These records are to be kept in a cabinet with a lock and key and secure location. Follow all FERPA, ECS Privacy Policy and HIPPA regulations. Any breach of information must be reported to ECS Head Start within 24 hours.
10. Provide Daily Attendance Sign-In Sheet forms or print attendance reports for children participating in the program. The Attendance copies are given to the ECS Head Start Family Support Technician daily.



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11. Prohibits expulsion and suspension of Head Start children.
  12. The Teachers will provide child development services as specified in the Head Start Performance Standards to include the following Services:
    - a) Developmental assessments, the Desired Results Developmental Profile 2015 for Head Start children 3 times per year, ensuring the DRDP scores are entered into DRDP-on line, according to the ECS Head Start Education timeline.
    - b) Developmental screening tools, the ASQ-3 and ASQ-SE as approved by ECS, including the scoring of both screening tools and teachers sharing the results with parents using the ASQ's Notification form within the 45-day timeline.
    - c) Maintain an individualized portfolio as specified by ECS on all Head Start Children.
    - d) Implement tooth brushing and oral hygiene in the classroom lesson plan. ECS will provide the toothbrushes, toothpaste for each child to take home.
    - e) Implement Kinder Transition activities throughout the year with the children and parents.
  13. The Teachers will provide for individualized education for each Head Start child using the ECS Weekly lesson plan or equivalent, ensuring documentation of individualization on the weekly lesson plan section.
    - a) Individualization will focus on developmentally appropriate learning experiences in language. For Dual Language Learners, teaching practices will focus on both English language acquisition and the continued development of home language.
  14. Implement a scientifically research-based early childhood education curriculum as defined by the Head Start Act and the Head Start Performance Standards and approved by ECS.
    - a) Curricula will be aligned to the Head Start Early Learning Outcomes Framework: Ages Birth to Five.



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- b) Staff will effectively implement curricula, monitor, and report twice a year per class, the curriculum implementation and fidelity for continuous improvement of its implementation through the system of training and professional development.
15. The Teachers will conduct no less than two (2) Parent/Teacher conferences and two (2) Home Visits with the parents of Head Start children for discussing the development and/or transition of the child within the ECS Head Start timeline.
  16. The Teachers will provide, document, and submit Home Center Activities for each Head Start child using the ECS Home Center Activity form or equivalent.
  17. Document all parent participation or volunteer efforts on ECS Head Start in-kind forms . Must meet the required amount of in-kind i.e. "in-kind parental volunteer time" during the program year.
  18. Establish a parent information board in an approved area in/or near classroom. The information board must include the statement "This Head Start classroom is funded by Neighborhood House Association".
  19. Participate in monthly Head Start shared governance center committee meetings on-site or virtual with parents of enrolled children.
  20. Offer family-style meals and snacks that conform to Community Care Licensing and CACFP/School Lunch nutrition standards; provide 1/3 of the daily nutritional requirements for part day children. This requirement is subject to change based on current Local Public Health and State guidelines.
  21. Abide by the ECS Head Start Discipline policy and Head Start Code of Conduct.
  22. Maintain copies of all records and documents on site. Copies of required documents to be maintained include but are not limited to Teacher's: CPR/First Aid certification, Mandated Reporter Certificate, Integrated Pest Management Certificate, Physical and TB documentation, immunizations required by Community Care Licensing and evidence of educational units earned in support of provision of services.
  23. In collaboration with ECS's Health and Safety Protocols provided by ECS, which



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may be modified from time to time.

- Correcting in a timely manner any findings reported after the monthly Health and Safety monitoring conducted by ECS Head Start staff.
- Submitting all Corrective Action Taken/Plans in writing, if there were any Health and Safety findings.
- Completing and maintaining the Daily indoor/ outdoor Inspection form
- Completing and maintaining the ECS Head Start "Classroom Summary"
- Maintaining the First Aid Kits (indoor and outdoor) to ensure it has ample supplies
- Ensuring the ECS compliance notices are posted in all Head Start classrooms (i.e First Aid chart, Fire/ Earthquake drills, etc.)
- Ensuring Rescue Medication (i.e. Epi-Pen and inhalers) are accessible to Teachers including outdoor playtime.
- Use outdoor and classroom transition safety per the Head Start protocols.
- Use of door dingers on all exit doors.
- Raising of gates and latches to appropriate heights as required by grantee (NHA)
- Use of Safety Ropes during outdoor transition activities (when applicable)
- Implement the Exit Pass protocol process daily.
- Implement the "Active Supervision Protocol" which includes the Six Strategies to keep children safe: Set up the Environment, Position Staff (i.e. zoning) Scan and Count, Listen, Anticipate Children's Behavior, Engage and Redirect. (Exhibit G).
- Annual Fire inspections by certified Inspectors will be conducted and a copy given to ECS Manager at the beginning of each school year and ongoing throughout the year as required to be in a current status.

24. In the time period established by ECS, Provider agrees to the following:

- A. Utilize an approach to Child Development and Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates among children. This approach should also be inclusive of children with disabilities.
  
- B. Keep the necessary records to maintain compliance with the Head Start Performance Standards, e.g., enrollment, attendance, educational screenings, etc.
  
- C. Children's attendance shall be highly promoted, children cannot be dropped for excessive absences or tardiness unless all efforts have been exhausted by the designated Family Support Technician and Teacher.



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D. Support each parent's participation in the agreement process for the purpose of establishing family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them.

E. Use its best efforts to promote participation in the Head Start governance process to parents with pre-school age children between the ages of three and five years old, e.g., notification of center committee meetings.

F. The Teachers will conduct and document regular monthly emergency/evacuation drills. Documentation shall be made available to ECS staff.

G. By January 15, 2023 ensure at least ten percent (10%) of the children enrolled at the Sites have an active IEP as defined in 45 CFR Part 1305. Provider shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities 1302.61).

H. Work collaboratively with the ECS Head Start staff, when it is determined that an enrollment vacancy exists, to fill this vacancy immediately with the next eligible child on the ECS Wait List, throughout the program year, which includes the last 30 days of the school year.

I. Use ECS's ERSEA eligibility criteria data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.

J. Provide monthly documentation of non-Federal share (volunteer/in-kind/etc.) to ECS, with the fourth quarter due by June 30, 2020.

K. Establish Collaboration meetings with the ECS staff for open communication.

L. Allow outside agencies to conduct CLASS observations two times per year and permit Pre-and Post- assessments on all Head Start children.

M. Ensure Bus Evacuation Drills are conducted by the District Transportation Department two times per program year.



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### Facilities Services

- N. Notify ECS in writing of any changes in license status of any facility used for Program Services in the performance of this Agreement within 24 hours of such occurrence.
- O. Notify ECS of any reportable license incidents/accidents that occur at the sites within 24 hours and provide ECS a copy of the incident report that is filed with CDSS/CCL.
- P. Services from Provider shall be completed at the Sites below. Any changes in Sites shall require prior written authorization from ECS.



**HEAD START & EARLY HEAD START  
SERVICES PROVIDER AGREEMENT**

Subcontract No. HSPY57

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Exhibit A  
SYCDC HEAD START SITES

**Preschool and Child Development Programs San Ysidro School District**

**CDC**

1880 Smythe Ave.  
San Ysidro CA. 92173.  
Phone: (619) 428-4476  
Fax: (619) 428-1393

**Sunset Preschool**

3825 Sunset Ln.  
San Ysidro CA. 92173  
Phone: (619) 428-1148  
Fax:(619) 428-7604



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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### EXHIBIT B

### SCHEDULE OF PAYMENTS

#### COMPENSATION:

1. ECS will reimburse for full contract amount in monthly installments, on a 11-month payment schedule, beginning August 2022 to June 2023. August Payment will be made in September and monthly thereafter. Provider must sign and submit the ECS Head Start Provider invoice and include the monthly attendance reports from MyHeadStart for the corresponding months.
2. Total compensation from ECS to Provider shall not exceed **Four Hundred and Nine Thousand, Nine Hundred Seventy Dollars \$409,970.00**.
3. Funds provided by ECS to Provider shall not be used for any purposes impermissible under the Head Start program. Permissible costs include personnel, fringe, supplies and materials, equipment, training and staff development, field trips, printing and publications, meals for parent meetings and such other allowable costs associated with Provider's performance of services.

#### CLAIMS:

1. Claims are due by the first day of the month following the month indicated in the payment schedule.
2. Provider must sign and submit the ECS Head Start Provider Invoice including monthly attendance reports from MyHeadStart for the corresponding months.

#### PAYMENTS:

1. ECS will deliver Provider payment via U.S. Mail or in-person.
2. ECS may withhold payment until the reports, data, audits or other information required by ECS for contract administration or to meet reporting or auditing requirements are received and approved.



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY7

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3. ECS may also withhold payment if Provider is in non-compliance with the terms of this Agreement.
4. ECS will withhold payment in the event of official notice of legal garnishment. ECS will comply with the terms of such notice of garnishment.
5. ECS shall distribute to Provider no later than the end of February an applicable tax year Form 1099-MISC for the purpose of Provider tax filing requirements.
6. ECS has the right to withhold payment to Provider when, in the sole opinion of ECS expressed in writing to Provider, (a) Provider's performance, in whole or in part, either has not been carried out or is insufficiently documented, and/or (b) Provider has failed to sufficiently document its request(s) for payment as outlined herein

### OTHER:

1. Approved claims shall be paid only from funds granted to ECS through its agreement with Neighborhood House Association (NHA) by ACF, pursuant to the Head Start program, and Provider hereby waives any claim it may have against any other funds of ECS. This Agreement is valid and enforceable only if sufficient funds are made available to ECS by NHA and ACF for the purpose of conducting the program identified in this Agreement. Any expenditures or obligations by Provider made prior to the commencement date of the term of ECS's agreement with NHA will not be accepted by ECS for reimbursement unless approved in writing by ECS.
2. Payments to Provider for all services provided by provided under this Agreement shall only be for costs associated with allowable ~~costs~~ services that are actually provided in the performance of Provider's obligations under this Agreement.
3. Provider's allowable costs are only those which are determined in accordance with:
  - A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 92 including any amendments thereto and the applicable Subpart listed hereunder; and other documents



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth for determining the allowability of selected items of costs of providing the services. Equipment costs over \$5,000 must have prior approval from ECS.

B. Federal Management Title 2, Subtitle A, Chapter II, Part 225, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.

C. An approved budget by ECS.

D. Section 653 of the Head Start Act. Provider shall, within ten (10) days prior to the effective date of this Agreement, execute the Employee Compensation Cap Certification, attached hereto as EXHIBIT "F", with respect to Head Start personnel allocated to this Agreement.

4. For the purposes of payment, one unit of service is defined as one month of full-day/part day Federal Head Start services for one child slot, not to exceed twelve (12) months during the term of this Agreement. The dollar amount specified as a unit of service shall be determined from reasonable and allowable costs.
5. Provider shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of Provider. All Head Start funds must be deposited in a FDIC bank account. ECS shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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### EXHIBIT C

## ECS HEAD START & EARLY HEAD START STATEMENT OF COMMITMENT

### HEAD START CODE OF CONDUCT (PERFORMANCE STANDARD 1302.90)

A program must ensure all staff, consultants, contractors and volunteers abide by the program's standards of conduct that:

1. Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;
2. Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:
  - A. Use corporal punishment;
  - B. Use isolation to discipline a child;
  - C. Bind or tie a child to restrict movement or tape a child's mouth;
  - D. Use or withhold food as a punishment or reward;
  - E. Use toilet learning/ training methods that punish, demean, or humiliate a child;
  - F. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
  - G. Physically abuse a child;
  - H. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or
  - I. Use physical activity or outdoor time as a punishment or reward;
3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;
4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local and tribal laws; and, Ensure no child is left alone or unsupervised by staff consultants,



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY57

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contractors, or volunteers while under their care.

### EXHIBIT D DESCRIPTION OF SERVICES

#### SERVICES BY EPISCOPAL COMMUNITY SERVICES:

1. Provide programmatic support as defined in the ECS Standard Operating Procedures and Service Plans.
2. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers, website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.
3. Provide family, health, social and supportive services to Head Start eligible children and families enrolled at the facilities operated by Provider.
4. Conduct fiscal and programmatic reviews during its on-going monitoring process as needed or as required by the Administration for Children and Families.
5. Any services not specified in this Agreement, which ECS shall not be obligated to do, an additional fee payable to ECS shall be negotiated in good faith between the Parties. Any additional services and/or fees to be added to this Agreement shall be set forth in a written amendment and executed by the Parties. The fees payable to obtain any Additional Services, shall be based on ECS's then current rates, to be negotiated.



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY57

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### EXHIBIT E

Provider agrees to adhere to the following contractual provisions.

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E. O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276(c))** - All contracts and sub grants in excess of \$2,000 for construction or repair awarded by recipients and Contractors shall include a provision for compliance with the Copeland "Anti - Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis - Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and Contractors of more than \$2000 shall include a provision for compliance with the Davis - Bacon Act (40 U.S.C.276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed And Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY57

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for the transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements or the performance of experimental, developmental, or research work shall provide for the rights of the Federal Governments and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sq.), as amended** - Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 152)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O. s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Facilities** - The facility which will be purchased, constructed, or renovated will comply with local licensing and code requirements, ADA, Section 504, and Flood Disaster Protection Act. [45 CFR §1309.10(f)] As evidence of Provider's compliance with the local licensing and code requirements, Provider will submit a copy of the Certificate of Occupancy and a Daycare License for the facility.
10. **Subordination** - If the lender requires a Subordination Agreement, then Provider assures that the Subordination Agreement with the lender or the landlord,' in the case of leased property, must be evidenced by a written agreement with the responsible HHS official and not waive the application of 45 CFR §§1309.21(d) and 1309.22. Provider will submit a draft of the Subordination Agreement to the Regional Office for OGC clearance. [45 CFR §1309.21(f)].
11. **Draft Mortgage** - Provider assures that it will submit a copy of a draft mortgage agreement that contains the requirements of 45 CFR §§1309.22(a), (b), (c), if Provider expect to take loan on the proposed facility. [45 CFR §§1309.22(a), (b), (c)]
12. **Uniform Relocation** - Provider assures that it will comply with requirements of Uniform Relocation Assistance and Real Property Acquisition Policies Act. [45 CFR §1309.10(o)]



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY57

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13. **Operation Costs** - Provider assures that it will have the ability to meet all the operational costs for the facility within our existing funding level. [45 CFR §1309.11(d)(2)]
  14. **Modifications** - Provider assures that it will get a prior written approval from an HHS official for unsolicited modifications of the contracts or when materially altering the costs of the project. [45 CFR §74.44(e)(5)]
  15. **Insurance** - Provider assures that it will obtain insurance coverage for the facility which includes student liability insurance, title insurance, physical destruction insurance, etc. Provider will submit copies of such insurance policies to NHA'S Project Manager within five days of acquiring the facility. [45 CFR §1309.23]
  16. **Facilities** - Provider assures that it shall maintain the facility acquired, renovated, or constructed with grant funds in a manner consistent with the purposes for which funds were provided and in compliance with State and local government property standards and building codes. [45 CFR §1309.23(c)]
  17. **Grant Limitations** - Provider assures that it will comply with all the terms and conditions placed on the grant award regarding the project (that includes but is not limited to the inspection reports, use of the facility, default on mortgage, insurance, maintenance of facilities, copies of official documents, retention of records, audits, prior approval for use of grant funds, program income, procurement procedures, Federal Interest, etc.).
  18. **Construction or Renovation** - Provider assures that it will record the Notice of Federal Interest in the appropriate office of land records for the county where the facility is located at the time of commencement of construction or renovation or immediately after the purchase of the facility in accordance with 45 CFR §1303, Subpart E, Provider will submit a copy of the Notice of Federal Interest that includes all the requirements contained in 45 CFR §1303 Subpart E to the Regional Office within 10 business days after the Notice has been recorded and stamped by the land records office. [45 CFR §1309.21]
  19. **Facilities Lease** - Provider assures that, in the case of a leased facility where Federal funds will be expended to complete a major renovation of that facility, provider will execute a lease amendment, and will attempt to file it with the lease for the facility in the appropriate local land records.



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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20. **Notice of Federal Interest and Certification Assurances** - In the event Provider uses Head Start grant funds to lease property or to complete a major renovation of the leased premises, Provider agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. Provider further agrees to:

- (a) Provide ECS's Project Manager with notice of any default by Provider under the Lease, on the date of the discovery of such default;
- (b) Provide ECS's Project Manager with notice of that the Lessor has notified Provider of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that Provider receives such notice from the Lessor;
- (c) Notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

21. In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations. The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.

The grant conditions and requirements cannot be altered or nullified through a transfer of ownership. Further information regarding the Federal



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY57

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Interest in the property described in this Notice can be obtained from the **Administration for Children and Families., Office of Grants Management., 90 Seventh Street., 9th Floor., San Francisco., California 94103.**

21. Provider further hereby assures and certifies to ECS that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-I02, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Provider assures and certifies to ECS that:

A. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the Agreement and to provide such additional information as may be required.

B. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O.11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508; and 7324 7328), which limits the political activity of the employee.

D. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

F. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY56

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G. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. §§ 7104, et seq.) which authorize the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Provider or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

H. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

I. To the extent applicable, if Provider, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than \$2,000, Provider agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

J. Regarding all negotiated contracts, excluding those for less than \$2,500, ECS, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

K. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.



**HEAD START & EARLY HEAD START  
SERVICES PROVIDER AGREEMENT**

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I HAVE READ AND UNDERSTOOD THAT THE ABOVE INDICATED ASSURANCES ARE REQUIRED TO BE COMPLIED WITH BY THE PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT, A CALIFORNIA SCHOOL DISTRICT, WITH PRIMARY OFFICES LOCATED AT **1880 Smythe Ave. San Ysidro CA. 92173**

Signature,

Chairperson, Board of Directors

Name: Rodolfo Lopez

Date Signed: August 11, 2022



**HEAD START & EARLY HEAD START  
SERVICES PROVIDER AGREEMENT**

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**EXHIBIT F**

EMPLOYEE COMPENSATION CAP

Abstract

Funds awarded under the Head Start/Early Head Start grants cannot be used to pay the compensation of an individual either as a direct cost or any proration as indirect costs, at a rate in excess of Executive Level II. The rate of compensation for an Executive Level II employee is \$197,300.00 per year. Every Head Start grantee and delegate is responsible for assuring its compliance with Section 653 of the Head Start Act. This provision applies to the salary and fringe benefits of any staff employed by a Head Start program who is paid, in whole or in part, with Head Start funds.

Marilyn Adrianzen  
Name

\_\_\_\_\_  
Date

Chief Business Official  
Title

San Ysidro School District  
Organization



## HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY57

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### EXHIBIT G

The Child Exit Pass Process is designed with the intent that children never leave the site with anyone other than the approved adult. Staff must adhere to the process daily.

#### Exit Passes:

- The staff is the first checkpoint in ensuring active supervision and child safety during the critical period of sign-out/dismissal.
- The Exit Pass (will include the following - the child's first and last name, Teacher, classroom # and a photo of the child).
- Parent/guardians are not to independently select an Exit Pass Card. The staff that is assigned to monitor sign-out must hand the Exit Pass to the parent/guardian.
- If one adult is signing out two children, the adult must be handed two Exit Passes, one for each child.

#### Active Supervision by the Exit Greeter:

- Staff should not give an Exit Pass to an adult that is not on the authorization to pick up.
- The Exit Greeter is physically present at the designated exit gate/door from 5-10 minutes before dismissal until all children have left the site.
- Exit Greeter must visually and/or verbally verify that the appropriate child is leaving the site. Exit Greeter must receive the Exit Pass in hand. Exit Greeter must visually look at the Exit Pass to determine that the child's photo on the Exit Pass matches the child at the gate.
- If the Exit Greeter is someone who is not familiar with all children at the site, then the Exit Greeter must verbally ask the child his/her name, and ensure a match on the Exit Pass.
- If visual or verbal verification does not match, the adult and child are to be directed back to the Teacher.

#### Sign-outs/Dismissals Outside of Identified Exit Greeter Times:

- Occasionally, a child is picked up at a time outside of the times when the Exit Greeter is stationed at the exit gate/door, (i.e. parent picks up the child for a dentist appointment). In this case, an Exit Pass is given to the parent/guardian. The staff meets the parent/guardian and child prior to leaving the site to retrieve the Exit Pass and ensure that the appropriate child is leaving with the appropriate adult.

#### Child Exit Pass Implementation Plan Form:

Every Site Supervisor will fill out an Implementation Plan for your specific site (see attached form). Retain one at your site and send a copy to your Manager.



**HEAD START & EARLY HEAD START  
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Subcontract No. HSPY57

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**Child Exit Pass Implementation Plan**

Site: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Exit Greeter: \_\_\_\_\_

Location of Exit Gate/Door: \_\_\_\_\_

Times that Gate Keeper is assigned at Exit Gate/Door:

\_\_\_\_\_ AM Session (5-10 minutes before dismissal)

\_\_\_\_\_ PM Session (5-10 minutes before dismissal)

“Rainy Day” Plan: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Special Accommodations for Site-Specific Needs: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Site Supervisor Signature

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** AMENDMENT NO. 1 TO THE AGREEMENT WITH JACKSON & BLANC

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**BACKGROUND INFORMATION:**

The HVAC/Bard units located at Sunset School and District Office need to be replaced due to end of life and potential occupational safety concern if not addressed.

On June 10, 2021, the Governing Board approved the agreement Jackson & Blanc to replace the HVAC/Bard units located at Sunset School and the District Office. This Amendment is to extend the term of the agreement to 2022-23 and include services reflected on the attached Change Order. This will increase the compensation an additional \$15,490.64 for a contract total of \$181,710.64.

**RECOMMENDATION:**

Approve the amendment to the agreement with Jackson & Blanc to replace the HVAC/Bard units located at Sunset School in an amount not to exceed \$15,490.64 from the 2021 Certificates of Participation Refinancing fund.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

AMENDMENT 1

\$15,490.64

(Amount)

2021 COPS refinancing funds

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**AMENDMENT NO. 1**

The Professional Services Agreement between San Ysidro School District (District) and Jackson & Blanc – Special Projects & Controls Division was entered on June 11, 2021, to provide Professional School Facilities Planning consulting services.

Amendment No. 1 - The following sections are being amended.

- SECTION NO. 1.2 TERM:  
Extend the Term to Fiscal Year 2022-23 (July-June) or until project completion whichever happens first.
- EXHIBIT A – Scope of Work and Compensation
  - Include Change Order No. 1 – Proposal No. 20369-001 attached hereto in the amount of \$15,490.64.

All other Terms and Conditions of the Agreement dated June 11, 2021 remain the same.

The District and Jackson & Blanc – Special Projects & Controls Division, each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

**Jackson & Blanc–Special Projects & Controls Div.**  
\_\_\_\_\_  
Firm Name

**San Ysidro School District**  
\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

Marilyn Adrianzen, Chief Business Official  
\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved

May 12<sup>th</sup>, 2022

Proposal #20369-001

To:  
From: Joshua Jones  
Subject: Sunset Elementary  
Location: 3825 Sunset Ln, San Ysidro, CA 92173

Jackson and Blanc is pleased to submit this change order proposal to Sunset Elementary at the above-mentioned location. Below is a scope of work and a list of exclusions.

**Scope of work:**

- Mobilize equipment, material, and crews to jobsite during normal business hours.
- Provide T- Grid removal and reinstallation services for 30 sq ft of ceiling
- Provide Hardlid removal and reinstallation services for 30 sq ft of ceiling
- Provide labor and material to remove and reinstall ductwork and piping that blocks the area of the new structural supports being installed
- Perform equipment startup and test for proper operation (Done under Base contract)
- Perform jobsite cleanup and checkout with customer.

**Cost for this work: \$15,490.64** (dollars)  
\_\_\_\_\_ : Initial for acceptance

**Notes and clarifications:**

- This work goes beyond the base structural allowance.
- Access was not possible through the roof level and during investigation we found that access was only possible through the t-grid and hardlid ceiling in the lounge below the equipment
- We would need a DSA inspector on site during scope of work, approximately 5 days
- We would provide containment, Floor protection, and an air scrubber

**Exclusions: The following tasks are excluded from Jackson & Blanc’s scope of work under this contract unless expressly specified above:**

1. TAB.
2. Bonds.
3. Insulation.
4. Preparation of Plans.
5. Low voltage controls.
6. Line voltage electrical.
7. Structural modifications.
8. Fire, Life, Safety Systems.
9. After hours or holiday labor.
10. Roofing, Carpentry, Painting.
11. Temporary cooling or heating.
12. Any work not listed in scope above.
13. Obtaining building, mechanical, or any other permits.
14. Engineering, structural, Title 24, or rebate calculations.
15. Expedited equipment delivery premiums, extended warranties.
16. Title 24 code upgrades or any code upgrades to existing systems.
17. Removal of furniture, electronics, or other non-affixed items to facilitate installation.

**Terms:** Progressive billings will be made based upon the amount of work completed. Payment terms are 30 days from the billing date. The pricing in this proposal is valid for 30-days from the date of this proposal.

**Warranty:** Manufacturer's-limited warranty on parts against manufacturing defects and workmanship. Jackson & Blanc's provides one-year replacement labor warranty, to commence upon start-up of equipment.

*Sincerely,*

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*Joshua Jones*

*Project Manager*

*5/12/22*

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*Accepted by*

*Title*

*Date*

**Jackson & Blanc – Special Projects & Controls Division**

7929 Arjons Drive, San Diego, CA 92126-4301

Corporate (858) 831.7900 Fax (858) 695.9764

www.jacksonandblanc.com

**CHANGE ORDER WORKSHEET**

JACKSON & BLANC  
7929 ARJONS DRIVE  
SAN DIEGO, CA 92126

JOB NAME Sunset Elementary  
PROJECT Joshua Jones  
Client/ GC: SYSD  
Contact: Paulo Azevedo

JOB #: 20369  
CHANGE ORDER REQUEST #: COR-001  
CHANGE ORDER DIRECTIVE  
DATE: 5/12/2022

DESCRIPTION OF WORK:

Removal of T-Grid and Reinstallation of roughly 40 sq ft of T-Grid.  
Removal and Reinstallation of roughly 40 sq ft of drywall hardlid.  
Removal and Reinstallation of Ductwork and Piping that is blocking the supports.  
Clean up and trash out all debris.

LABOR

REF	LABOR CLASSIFICATION	HOURS	X 1.0 (REG)	X 1.5 (OT)	X 2.0 (DT)	Swing	LABOR COST	
1	General Foreman / Superintendent		\$ 90.00	\$ 119.00	\$ 148.00		\$ -	
2	Project Manager	2.0	\$ 84.00	\$ 112.00	\$ 140.00	--	\$ 168.00	
3	Engineering Support		\$ 88.00	\$ 118.00	\$ 146.00	--	\$ -	
4	Trade Foreman	16.0	\$ 84.00	\$ 112.00	\$ 140.00		\$ 1,344.00	
5	Journeyman	16.0	\$ 79.00	\$ 103.00	\$ 127.00		\$ 1,264.00	
6	Apprentice	8.0	\$ 62.00	\$ 83.00	\$ 104.00		\$ 496.00	
7	Laborer		\$ 47.00	\$ 63.00	\$ 81.00	--	\$ -	
8	Delivery		\$ 42.00	\$ 56.00	\$ 70.00	--	\$ -	
9	Testing, Flush, & Commissioning					--	\$ -	
10	Other						\$ -	
							LABOR COST:	\$ 3,272.00
							15% MARK_UP	\$ 490.80
							TOTAL LABOR	\$ 3,762.80

MATERIALS

REF	MATERIALS DESCRIPTION	Cost	UNITS	UNIT COST	MATERIAL COST	
1	Misc Ductwork and Fittings	750	1	\$ 750.00	\$ 750.00	
2				\$ -	\$ -	
					TOTAL MATERIALS:	\$ 750.00
					SALES TAX:	\$ 58.13
					SUBTOTAL:	\$ 808.13
					15% MARKUP:	\$ 121.22
					TOTAL MATERIAL COSTS:	\$ 929.34

SUBCONTRACTS

REF	SUBCONTRACTOR NAME / DESCRIPTION	SUBCONTRACT COST	
1	T-Grid Removal and Reinstallation - Brady	4,200	
2	Drywall Hardlid Removal and Reinstallation - CWS	5,190	
3			
		SUBCONTRACTOR COST:	\$ 9,390.00
		15% OH&P	\$ 1,408.50
		TOTAL SUBCONTRACTOR COSTS:	\$ 10,798.50
		<b>TOTAL CHANGE ORDER REQUEST</b>	<b>\$ 15,490.64</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Special Education Department  
Oscar Madera, Director

Informational  
 Action

**AGENDA ITEM:** AMENDMENT NO. 1 TO THE SBCS CORPORATION AGREEMENT FOR MENTAL HEALTH SERVICES

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**BACKGROUND INFORMATION:**

SBCS Corporation formerly known as South Bay Community Services (SBCS) will be working together with San Ysidro School District to provide clinical services for students of San Ysidro School District. The clinicians will work in direct partnership with School Psychologists or other designated school personnel to provide support, services, and assistance with triaging the mental health needs of students.

San Ysidro School District has been receiving mental health services from SBCS since 2020 and would like to renew this MOU to continue offering these services to students, which will help with the profound impact on the mental health caused by COVID-19 and that may have lasting effects on students if left un-treated.

This MOU was originally approved by our Governing Board on July 14, 2022 but it needs to be amended to increase the cost to \$580,000.00, this includes additional therapists to provide mental health services to more students in our District.

**RECOMMENDATION:**

Approve the Amendment No. 1 to the SBCS Corporation Agreement to provide Mental Health Services during school year 2022-23 at the estimated cost of \$580,000.00 from the Expanded Learning Opportunities fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 4: Social Emotional Learning and Well-Being - All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond, ~ Action #2

Renewal    New    Amendment    Ratify    Other

Financial Implications?

Yes    No

Are funds for this item available in the 2022-2023 Budget?

Yes    No

Requisition #

\$580,000.00

(Amount)

ELO Fund

(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

FIRST AMENDMENT TO THE MOU AGREEMENT  
BETWEEN  
SAN YSIDRO SCHOOL DISTRICT  
AND  
SBCS CORPORATION

THIS FIRST AMENDMENT TO THE MOU AGREEMENT (“Amendment”) is made and entered into effective as of July 18, 2022 and amends that certain MOU Agreement between SBCS Corporation (SBCS), a California nonprofit, public benefit corporation, and San Ysidro School District (“Subrecipient”), executed as of July 1, 2022, as previously amended (the “Agreement”).

The parties agree to amend the Agreement as follows:

1. Compensation: The maximum amount reimbursable under this MOU is \$580,700.00 for billable services described in Section I (Services to Be Provided). There shall be no reimbursable expenses except as set forth in Exhibit A- Budget.
2. Exhibit A: Remove existing budget and replace with amended budget below.

Except as specifically herein amended, the Agreement, as previously amended, will remain in full force and effect.

The parties have executed this Amendment as set forth below.

**SBCS CORPORATION**

California non-profit, public benefit corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kathryn Lembo  
President and Chief Executive Officer  
430 F Street Chula Vista, CA 91910

**SUBRECIPIENT**

San Ysidro School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

Gina Potter  
Assistant Superintendent of Educational Leadership, Pupil Services and Safety  
4350 Otay Mesa Road, San Ysidro, CA 92173

**Exhibit A – BUDGET**

**Revised-SBCS**

**Total budget not to exceed: \$580,700.00**

**San Ysidro School District Therapists Budget  
2022 - 2023**

**PERSONNEL**

	<b>%</b>	<b>Salary</b>	
Dept. Director	6.00%	168,000	10,080
1 FTE Therapist License - L Diaz	100.00%	82,000	82,000
1 FTE Therapist - S Prophet	100.00%	72,500	72,500
1 FTE Therapist - C Perez	100.00%	66,000	66,000
1 FTE Therapist - TBD	100.00%	80,000	80,000
1 FTE Therapist - TBD	100.00%	66,000	66,000
Clinical Supervisor	15.00%	100,000	15,000
CDA Staff	2.00%	65,000	1,300
			<hr/>
			392,880
Fica			30,055
SUI			732
Pension			25,843
Health Insurance			44,455
Insurance W/Compensation			2,249
			<hr/>
		<i>Total Fringe Benefits</i>	103,335
			<hr/>
<u>Total Personnel</u>			496,215
			<hr/>
		<b><u>NON-PERSONNEL</u></b>	
Insurance @ .01% Personnel			3,929
Office Supplies			1,000
Printing			850
Program Expenses			2,000
Telephone			4,500
			<hr/>
		<u>Total Direct Expenses</u>	508,494
		<u>INDIRECT</u>	72,206
			<hr/>
		<u>Total Expenses</u>	580,700
			<hr/> <hr/>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Special Education Department  
Oscar Madera, Director

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH THERAPY TRAVELERS, LLC

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**BACKGROUND INFORMATION:**

Due to nursing staff shortage districtwide, the district is entering an agreement with TherapyTravelers, LLC & 3Chords Inc. dba TherapyTravelers, to hire a Licensed Vocational Nurse (LVN) until the position is filled.

Cost Implication: \$70.00 per hour (7 hours/day)

**RECOMMENDATION:**

Approve the Agreement with TherapyTravelers, LLC & 3Chords Inc. dba TherapyTravelers for a nursing position for school year 2022-2023 at the rate of \$70.00 per hour from the General fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1, Academic Achievement-Action #4: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

**Renewal**    **New**    **Amendment**    **Ratify**    **Other**

Financial Implications?

Yes    No

Are funds for this item available in the 2022-2023 Budget?

Yes    No

Requisition #

\$70.00/hr.

(Amount)

General Fund

(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 14<sup>th</sup> day of July 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Therapy Travelers LLC & 3Chords Inc. DBA TherapyTravelers  
Company/Consultant

888-223-8002  
Telephone Number

2041 Rosecrans Ave, Ste. 245 - El Segundo, CA 90245  
Address

therapytravelers.com  
Website

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**

From: July 1, 2022 To: June 30, 2023

The 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 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 30-days of receipt of an acceptable invoice from Consultant.

### **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 a Company Contact 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, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(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, sexual misconduct (coverage must be clearly reflected on Certificate of Liability) 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 (if applicable):** 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 if applicable):** 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)*  
**District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** **\$1,000,000** per occurrence with an aggregate of not less than **\$2,000,000** for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. Certificate of Liability must clearly reflect this coverage.  
**District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of **\$2,000,000** per occurrence with an aggregate limit of not less than **\$5,000,000** and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.  
**District waives \_\_\_\_\_**

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) 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. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

### 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. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

### Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School 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/SubConsultant/Subcontractor 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) 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. 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 direct 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**

To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

To the fullest extent permitted by law, District shall defend (with counsel of Consultant's choosing), indemnify and hold the Consultant, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of District, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the District's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. District's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, the Consultant, its officials, officers, employees, agents, or volunteers.

**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 complete attached School Safety Certification Form.)**

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 staff.

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.

<b>COMPANY:</b>	<b>Therapy Travelers LLC &amp; 3Chords Inc, DBA TherapyTravelers</b>	
Name:	Carol Cheney	
Title:	President	
Address:	2041 Rosecrans Ave., Suite 245	
City/State/Zip Code:	El Segundo, CA 90245	
Telephone:	(888) 223-8002	
Email:	<a href="mailto:contracts@therapytravelers.com">contracts@therapytravelers.com</a>	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
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
Email:	<a href="mailto:Marilyn.adrianzen@sysdschools.org">Marilyn.adrianzen@sysdschools.org</a>	<a href="mailto:Oscar.madera@sysdschools.org">Oscar.madera@sysdschools.org</a>

### SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

#### 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 to enter into agreement on behalf of the Party for which his or her signature is made.//

#### CONSULTANT

TherapyTravelers LLC & 3Chords Inc, DBA  
TherapyTravelers

Firm Name

DocuSigned by:  
*Carol Cheney*

Signature of Authorized Agent

Carol Cheney, President

Print Name, Title

7/22/2022 | 2:52:15 PM PDT

Date:

Phone Number:

#### DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**ADDENDUM**

**2022-23**

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant’s sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District’s facilities. If Consultant’s services are provided at the District’s facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant’s Authorized Representative:

**Consultant:** Therapy Travelers LLC & 3Chords Inc, DBA TherapyTravelers

DocuSigned by:  
*Carol Cheney*  
Signature

7/22/2022 | 2:52:15 PM PDT  
Date

Carol Cheney, President

Name/Title (Print)

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c) Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

cc (Initial) 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.

cc (Initial) 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 Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

cc (Initial) Consultant certifies 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 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

cc (Initial) 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.

cc (Initial) 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.

cc (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Therapy Travelers LLC & 3Chords Inc, DBA TherapyTravelers

Name/title of authorized representative (Print) Carol Cheney, President

Signature Carol Cheney

Date 7/22/2022 | 2:52:15 PM PDT

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REVISED 09-13-18

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A**

**SCOPE OF WORK**

TherapyTravelers will recruit and provide the following staff on a temporary basis:

- Licensed Vocation Nurse (LVN), \$70.00 per hour, 7 hours/day, 35 hours/week

The scope of work is per attached job descriptions.

## SAN YSIDRO SCHOOL DISTRICT

EXHIBIT A

**TITLE:** Licensed Vocational Nurse  
**DEPARTMENT:** As Assigned  
**FLSA:** Non-Exempt  
**REVISED:** April 2016

**REPORTS TO:** Site Supervisor  
**CLASSIFICATION:** Classified (10 month)  
**SALARY:**  
**Board Approved:** June 23, 2016

**BASIC FUNCTION:** Under the general direction of the assigned administrator, the Licensed Vocational Nurse (LVN) will receive technical and functional supervision by the District credentialed school nurse. The LVN provides LVN-level nursing services, including specialized health care procedures to any regular or special education students who have prescribed specialized physical health care needs, as assigned.

**REPRESENTATIVE DUTIES:** (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.)

- Implements specialized health care procedures, including but not limited to, glucose testing, catheterization, blood pressure monitoring, oral suctioning, tracheostomy care, gastrostomy tube feedings, oxygen therapy chest percussion, postural drainage, ventilator care, manual manipulation of respirator bag if needed, ileostomy and colostomy care, and seizure precautions.
- Turns medically fragile students and operates and maintains various mechanical apparatus used in caring for students, as necessary.
- Assures that all procedures are provided under specified written provisions approved by physician and requested by parent.
- Responds to medical emergencies and provides first aid to students.
- Reports adverse medical conditions of students served through coordination and consultation with the district credentialed school nurse.
- Provides assistance to the District credentialed school nurse and/or health clerk at the assigned school(s) as directed by the District credentialed school nurse or the site administrator(s) in accomplishing the computer entry of health data and other health related administrative activities.
- Records data regarding health related activities with students on District approved forms and computer programs as required and appropriate.
- Records food and fluid intake and output, as appropriate.
- Assists in training designated students in the basic academic and physical skills necessary to care for their individual health care needs as directed by the credentialed school nurse.
- Performs minor adjustments on special equipment such as wheelchairs, lifts, braces, and walkers; positions or repositions students; assists students in walking.
- Assists/trains students in hygiene, changing clothing, or putting on garments.
- Accompanies medically fragile students to their classrooms when needed; may assist medically fragile students during playground activities, bus loading and unloading, outings, and other school-related activities; assists disabled students in entering and exiting the bus or from a restricted space on the bus; may be required to accompany medically fragile students on bus.
- Reporting of suspicion of child abuse as required by California statute for mandated reporters.
- Reports required contagious diseases under California statute to the health department.
- Attends and participates in faculty/staff meetings, as needed. May participate, if required, in parent and student conferences and/or I.E.P. meetings.

- Assists in maintaining a neat, orderly, and safe learning environment.
- Attains and maintains training in exposure control and blood borne pathogen as required by OSHA and CALOSHA using the District Exposure Control and Blood Borne Pathogens manual including cleaning and disposal of contaminated supplies/equipment.
- Administers prescribed medications, as directed; maintains related records.
- Exercises professional judgment in providing daily care of students assigned.
- Establishes and maintains effective working relationships.
- Maintains confidentiality.
- Handles emergency situations calmly and effectively.
- Perform other duties as assigned.

**MINIMUM QUALIFICATIONS:**  
**EDUCATION AND EXPERIENCE**

- Licensed Vocational Nurse license issued by the State of California including authorization for administration of medications.
- Current CPR certificate.
- Graduation from High School or equivalent.
- Completion of LVN educational program and continuing education requirements for renewal of license.
- Successful completion of a proficiency test, in basic reading, writing, and mathematics skills, is required as stated in the California Education Code.
- Employment in care of patients with needs for skilled vocational nursing practices and procedures for medically fragile persons.
- Ability to apply routine record keeping principles and practices for health related activities.
- Experience in providing skilled care for medically fragile children.

**DESIRED QUALIFICATIONS:**

- Bilingual – English and Spanish

**WORKING CONDITIONS:**

Indoor and outdoor school settings which can include office and outdoor interactions.

**PHYSICAL REQUIREMENTS:**

- Dexterity of hands and fingers to operate standard office and classroom equipment.
- Sitting or standing for extended periods of time.
- Bending at the waist, kneeling or crouching to assist students.
- Seeing to read a variety of materials and monitoring student activities.
- Hearing and speaking to exchange information.
- Lifting and carrying students as assigned by the position.
- Pushing children in wheelchairs as needed.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Preschool & Child Development Programs  
Lorena Varela-Reed, Director

Informational  
 Action

**AGENDA ITEM:** AMENDMENT NO. 1 TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AGREEMENT FOR VISION SCREENING SERVICES

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**BACKGROUND INFORMATION:**

The Regents of the University of California have been providing vision screening services to the students of the San Ysidro School District for several years. The District recognizes the importance of students' physical and emotional health and its relationship to learning. The District believes in the value of maintaining the quality of school health services offered to students and their families. The Regents of the University of California through their School of Medicine, Department of Ophthalmology will be providing these services at a minimal cost to the District.

The University provides vision examinations, prescription for glasses and corrective lenses as needed, and glasses at no charge for children referred to the Eye Mobile, assistance with program evaluation; and advise to District personnel on the need for referral of children for ongoing ophthalmologic care.

**RECOMMENDATION:**

Approve Amendment No. 1 to the the Regents of the University of California to extend vision screening services to 2022-23 school year at a cost of \$19.50 per student from Preschool and Child Development funds.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2022-2023 Budget?

Yes     No

Requisition #

\$19.50 per student / TBD  
(Amount)

Preschool & Child Development Funds  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
SAN YSIDRO SCHOOL DISTRICT  
CONCERNING VISION SCREENING SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT amends that certain Agreement between The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Ophthalmology ("UNIVERSITY") and San Ysidro School District, a political subdivision of San Diego County ("DISTRICT") executed May 18, 2021.

The parties agree to amend the Agreement as follows:

Subsection 9.1. Term of Agreement. The term of the Agreement is extended through June 30, 2023.

Except as specifically herein amended, the Agreement will remain in full force and effect.

The parties have executed this First Amendment as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
on behalf of the University of California San Diego, School of Medicine,  
Department of Ophthalmology

By:  07/01/22  
Gene Hasegawa Date  
Chief Operating Officer  
UC San Diego Health Sciences

SAN YSIDRO SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** August 11, 2022

**VIA:** Gina A. Potter, Ed.D.  
Superintendent

**FROM:**  
Educational Services  Informational  
Cynthia Gonzalez, Executive Director  Action

**AGENDA ITEM:** AGREEMENT WITH ACHIEVE3000 - UPDATED

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**BACKGROUND INFORMATION:**

Achieve3000 delivers a comprehensive suite of digital solutions that significantly accelerate literacy growth and deepen learning across the content areas. Using personalized and differentiated solutions, Achieve3000 provides equity for remote and on-site instruction enabling educators to help all students achieve accelerated growth.

On May 19, 2022, the Governing Board approved a 3-year agreement with Achieve 3000 for the Differentiated Literacy Solution package for all schools and the Smarty Ants program for all elementaries. Terms & Conditions were updated.

License agreement includes the following:

- Achieve3000 Literacy for up to 1,497 students
- Smarty Ants: Unlimited Licenses for all sites
- Smarty Ants Espanol: Unlimited Licenses for all sites
- Online Professional Learning Services
- Achieve3000 Site Setup Fee

The term of this agreement is 3 years, from July 2022 to June 2025 at the total cost of \$332,121.90.

**RECOMMENDATION:**

Approve/Ratify the updates to the 3-year license agreement with Achieve3000 for a Differentiated Literacy Solution package all schools and the Smarty Ants program for all elementary schools at the cost of \$332,121.90 to be paid from the ESSER III fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Academic Achievement, Action 16: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes     No

Yes     No

\$332,121.90

(Amount)

ESSER III Fund

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No