San Ysidro School District
Governing Board

AGENDA

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 shall be held by teleconference. Trustees of San Ysidro School District Board and the public shall participate 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 on or before Thursday, July 14, 2022 at 5:00 p.m. 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. 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 will begin at 5:00 p.m. and will be conducted in accordance with application sections of California law. Open Session will reconvene at the conclusion of Closed Session.

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, JUNE 23, 2022
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, June 23, 2022, and conducted its business meeting at **San Ysidro School District - Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.** 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). Closed Session began at 5:00 p.m. and was conducted in accordance with applicable sections of California law. Open Session reconvened at the conclusion of Closed Session.

MINUTES

1. CALL TO ORDER Who: President R. Lopez Time: 5:07 p.m.

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

3. AGENDA
The Board approved the agenda.

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

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address Closed Session Items Only. (Closed Session Items may be continued to the end of meeting if necessary.)

There were no public comments.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:09 p.m. in accordance with section 54954.5 regarding:

5.1 GOVERNMENT CODE SECTION 54957.6
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

5.2 GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.3 PUBLIC EMPLOYEE EMPLOYMENT PURSUANT TO GOVERNMENT CODE §54957
Title: Assistant Superintendent

RECONVENED into OPEN SESSION at 5:58 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.

There was nothing to report from Closed Session.

6. CALL TO ORDER Who: President R. Lopez Time: 5:58 p.m.

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

8. FLAG SALUTE by Rudy Lopez, Board President

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Mata)
9.1 Bond Oversight Committee Members - Presented by Chief Business Official Marilyn Adrianzen

- Ricardo Macedo (Chair, Group Representing: Business), Gloria McKearney (Vice Chair, Group Representing: Taxpayer Group), Hilario Rodiriguez (Member, Group Representing: At-Large Community), Kenneth Johnson (Member, Group Representing: At-Large Community) and Manuel Lopez Jr. (Member, Group Representing: Senior)

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING
Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of the meeting. Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

There were no public comments.

11. ITEMS FROM THE BOARD & SUPERINTENDENT
Board Clerk I. Lopez, Commented: 1) Asked for a Moment of Silence for Lita David, former San Ysidro
School District teacher of forty-seven years. 2) A lot of our students had her as a teacher.

Board Vice President Pallasigue, Commented: 1) Thanked everyone for attending the meeting.
2) Thanked the Bond Oversight Committee.

Board President R. Lopez, Commented: 1) Announced that he will be absent at the next board meeting where the board will appoint a board member to fill Mr. Gurmilan's vacancy. 2) Looks forward to the board making the right decision.

Superintendent Potter, Commented: 1) Thanked the Bond Oversight Committee for their leadership to ensure that our taxpayer dollars for the general obligation bonds series are properly spent. 2) Wished everyone a restful summer.

12. CONFERENCE SESSION

Reports/Presentations

12.1 2021-22 Citizens' Bond Oversight Committee Annual Report - Presented by Chief Business Official, Marilyn Adrianzen & Citizens' Bond Oversight Committee Chair, Ricardo Macedo

12.2 2021-22 LCAP/DBAC Committee Annual Report - Presented by Chief Business Official, Marilyn Adrianzen & Executive Director of Educational Services, Cynthia Monreal González

12.3 LCAP Local Indicators - Presented by Executive Director of Educational Services, Cynthia Monreal González

12.4 School Plan for Student Achievement (SPSA) 2022-23 - Presented by Executive Director of Educational Services, Cynthia Monreal González

12.5 LCAP Federal Addendum - Presented by Executive Director of Educational Services, Cynthia Monreal González

12.6 School Uniform Revised Guidelines: Preschool, Elementary, Middle Schools - Presented by Superintendent Dr. Gina Potter, Ocean View Hills Elementary/Vista Del Mar Middle School Assistant Principal Mathew Bandy and Vista Del Mar Middle School Principal Irene Herrera-Cevallos

13. GENERAL ADMINISTRATION

13.1 MINUTES (Potter)
The Board approved the minutes of the Regular Board Meeting of June 9, 2022 and May 19, 2022.

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

13.2 ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2022-2023 (González)
The Board approved and adopted the Local Control Accountability Plan (LCAP) for the school year 2022-2023.

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

13.3 LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) EVERY STUDENT SUCCEEDS ACT (ESSA) FEDERAL ADDENDUM FOR SCHOOL YEAR 2022-2023 (González)
The Board approved the Local Control Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum for School Year 2022-2023.

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

13.4 UNIVERSAL PREKINDERGARTEN PLAN (González)
The Board approved the Universal Prekindergarten Plan as specified by the State Superintendent of Public Instruction.

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

13.5 CALIFORNIA DASHBOARD LOCAL INDICATORS (González)
Information only.

13.6 RESOLUTION NO. 21/22-0040 EDUCATION PROTECTION ACCOUNT (EPA) FOR 2022-23 SPENDING PLAN (Adrianzen)
The Board adopted Resolution No. 21/22-0040 to approve the Education Protection Account (EPA) spending plan for the 2022-23 school year.

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

13.7 BUDGET ADOPTION FOR FISCAL YEAR 2022-23 (Adrianzen)
The Board approved/adopted the District's Budget for fiscal year 2022-23.

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

13.8 APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2022-2023 SCHOOL YEAR (Adrianzen)
The Board approved attendance for the Governing Board and the Superintendent to individually selected conferences/events for the 2022-2023 school year which includes the 2022 CSBA Annual Education Conference, ACSA Vice President Legislative Action (VPLA), CSBA Superintendent's Advisory Council, California Collaborative for Educational Excellence (CCEE), Border View Family YMCA Board of Advisors and other leadership professional development opportunities.

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

13.9 GOVERNING BOARD MEMBERSHIP FOR THE 2022-2023 FISCAL YEAR (Potter)
The Board approved Board membership to the California School Boards Association for the 2022-2023 fiscal year at a cost of $15,409.00 from the General fund.

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

13.10 2021-22 CITIZENS' BOND OVERSIGHT COMMITTEE ANNUAL REPORT (Adrianzen)
Information only.

13.11 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE NEW GENERATOR PROJECT (Adrianzen/Azevedo)
The Board approved the Acceptance of Work and Notice of Completion for submittal to the County Recorder's Office. The new emergency generator will provide the District with back up electricity during power outages. Work was completed by GEM Industrial Inc. on May 27, 2022.

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

14. CONSENT CALENDAR
The Board approved the Consent Calendar.

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

14A. PERSONNEL – CLASSIFIED

RESIGNATION (Olea)
The Board approved/ratified the resignation for the following as recommended by staff:
14A.1 Campus Aide

14A.2 Instructional Aide Special Education

RECRUITMENT (Olea)
The Board approved to establish recruitment for the following as recommended by staff:
14A.3 Campus Securities

EMPLOYMENT (Olea)
The Board approved the employment for the following as recommended by staff:
14A.4 Instructional Aide

14B. PERSONNEL – CERTIFICATED

RESIGNATION (Olea)
The Board approved/ratified the resignation for the following as recommended by staff:
14B.1 Classroom Teacher K-6

EMPLOYMENT (Olea)
The Board approved the employment for the following as recommended by staff:
14B.2 Resource Specialist
14B.3 Special Day Class Teachers
14B.4 Temporary Classroom Teachers K-6
14B.5 Temporary Classroom Teacher K-8 (English)
14B.6 Temporary Intervention Support Teachers
14B.7 Temporary Intervention Support Teacher (Math)
14B.8 Temporary Preschool Permit Teacher
14B.9 Temporary Resource Specialist
14B.10 Temporary Special Day Class Teacher

14C. PERSONNEL – MANAGEMENT

RECRUITMENT (Olea)
The Board approved to establish recruitment for the following as recommended by staff:
14C.1 Temporary Assistant Principals

RESIGNATION (Olea)
The Board approved/ratified the resignation for the following as recommended by staff:
14C.2 Assistant Principal
14C.3 Assistant Superintendent of Educational Leadership, Pupil Services, and Safety
14C.4 Director of Facilities, Maintenance, Operations & Transportation

SALARY SCHEDULE PLACEMENT (Olea)
The Board approved/ratified the Salary Schedule Placement for the following as recommended by Staff:
14C.5 Executive Director of Educational Services

14D. CURRICULUM & INSTRUCTION

14D.1 SCHOOL PLANS FOR STUDENT ACHIEVEMENT (SPSA) FOR THE 2022-2023 SCHOOL YEAR (González/Ramos)
The Board approved the 2022-2023 School Plans for Student Achievement for district schools.

14D.2 PURCHASE OF STORAGE UNITS FROM MOBILE MINI SOLUTIONS (González/Ramos)

The Board ratified the purchase of seven storage units from Mobile Mini Solutions to store materials from the before and after school programs at every site, at the total cost of $33,541.48 to be paid from the ASES fund.

14D. 3 PROFESSIONAL DEVELOPMENT FOR THE LEARNING GENIE PROGRAM
(González/Varela-Reed)
The Board approved/ratified the Learning Genie professional development training that was provided to the Preschool Program staff during the 2021-22 school year at the cost of $1,100.00 from the Preschool and Child Development fund.

14D.4 RENEWAL OF THE SCHOLASTIC MAGAZINES SUBSCRIPTION FOR WILLOW SCHOOL
(González/Rodríguez)
The Board approved the renewal of the Scholastic Magazine subscription for Willow School for the 2022-23 school year at the total cost of $2,560.58 from the Title I Fund.

14D.5 MYSTERY SCIENCE MEMBERSHIP RENEWAL FOR WILLOW SCHOOL
(González/Rodríguez)
The Board approved the Mystery Science membership renewal for Willow School at the total cost of $1,325.00 from the Title I site fund.

14D.6 SCHOOLWIDE DELTAMATH INTEGRAL LICENSE FROM DELTAMATH SOLUTIONS, INC. FOR SAN YSIDRO MIDDLE SCHOOL (González/Bojorquez)
The Board approved the purchase of schoolwide license for the DeltaMath Integral program from DeltaMath Solutions, Inc. for the San Ysidro Middle during the 2022-23 school year at the total cost of $1,200.00 fom the Title I fund.

14D.7 RENEWAL OF THE EDPUZZLE PROGRAM FOR SAN YSIDRO MIDDLE SCHOOL
(González/Bojorquez)
The Board approved the renewal of the EdPuzzle Program at San Ysidro Middle for the 2022-23 school year at the total cost of $1,950.00 from the Title I fund.

14D.8 RENEWAL OF THE BRAININGCAMP ONLINE PROGRAM FOR SAN YSIDRO MIDDLE SCHOOL (González/Bojorquez)
The Board approved the renewal of the Brainingcamp Online program for San Ysidro Middle at the total cost of $495.00 from the Title I fund.

14D.9 RENEWAL OF THE EDULASTIC TEACHER PREMIUM PROGRAM FOR SAN YSIDRO MIDDLE SCHOOL (González/Bojorquez)
The Board approved renewal of the Edulastic Teacher Premium Program at San Ysidro Middle for the 2022-23 school year at the total cost of $700.00 from the Title I fund.

14D.10 ALL ACCESS MATH & ALGEBRA 1 LICENSES FROM MANEUVERING THE MIDDLE, LLC FOR SAN YSIDRO MIDDLE SCHOOL (González/Bojorquez)
The Board approved the All Access Math and Algebra 1 programs from Maneuvering the Middle, LLC for San Ysidro Middle School at the total cost of $711.20 from the Title I fund.

14D.11 PURCHASE OF THE CODEMONKEY PROGRAM SUBSCRIPTION FROM CODEMONKEY STUDIOS, INC (González/Bojorquez)
The Board approved the purchase of the CodeMonkey program subscription from CodeMonkey Studios, Inc to be implemented at San Ysidro Middle during the 2022-23 school year at the total cost of $750.00 from the Title I fund.

14D.12 LICENSE RENEWAL WITH QUILL.ORG FOR THE QUILL SCHOOL PREMIUM PROGRAM (González/Bojorquez)
The Board approved the renewal of the Quill School Premium program subscription with Quill.org for San Ysidro Middle to continue during the 2022-23 school year at the total cost of $1,800.00 from the Title I fund.

14D.13 LICENSE RENEWAL OF THE IXL MATH, ELA, SCIENCE, AND SOCIAL STUDIES PROGRAMS FROM IXL LEARNING (González/Bojorquez)
The Board approved the license renewal of the IXL Math, ELA, Science and Social Science programs from IXL Learning for San Ysidro Middle School with the total cost of $11,850.00 from the Title I Fund.

14D.14 PROFESSIONAL DEVELOPMENTS (González)
The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District during the period May 4, 2022 through May 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.

14E.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of May 1, 2022 through May 31,2022 for a total expenditure of $1,318,618.18. 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.

14E.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)
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.

14E.4 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $5,726.05 to help support and enrich our educational programs.

14E.5 AGREEMENT WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO (Adrianzen)
The Board approved the agreement with the law firm of Atkinson, Andelson, Loya, Ruud & Romo from July 1, 2022 through June 30, 2024.

14E.6 AMENDMENT NO. 1 TO THE MAXIM HEALTHCARE STAFFING SERVICES AGREEMENT (Potter)
The Board approved Amendment No. 1 to the Maxim Health Staffing Services Agreement to extend the term to school year 2022-2023 in an amount not to exceed $72,000.00 from the ESSER III fund.

14E.7 SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION MEMBERSHIP (Potter)
The Board approved the San Diego County School Boards Association Membership for 2022-2023 at a cost of $323.67 from the General fund.

14E.8 AGREEMENT WITH DFS FLOORING (Adrianzen/Azevedo)
The Board approved the agreement with DFS Flooring to provide installation and flooring materials for a project in the Educational Services Department at a cost of $35,399.16 from the Certificates of Participation funds.

14E.9 RESOLUTION NO. 21/22-0041-– BOARD COMPENSATION FOR MISSED MEETINGS (Potter)
The Board adopted Resolution No. 21/22-0041 recognizing that Irene Lopez was absent from the Regular Board Meeting January 27, 2022 and Special Board Meeting of January 27, 2022 due to illness and received the maximum monthly compensation for that month.

Board Vice President Pallasigue made a motion to adjourn, seconded by Board Clerk I. Lopez. The vote was 3-0.

15. ADJOURNMENT Time: 6:48 p.m.

Respectfully Submitted,

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

PLEASE NOTE THAT THE CORPORATION'S MEETING WILL TAKE PLACE FOLLOWING THE REGULAR BOARD MEETING.

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 23, 2022
The Special Board Meeting began upon completion of the San Ysidro School District's Governing Board regular Meeting and the Public Financing Corporation Meeting. The San Ysidro School District's Governing Board regular Meeting was scheduled to begin at 5:00 p.m., followed by the Public Financing Corporation Meeting. The Special Board Meeting began as soon thereafter as practicable.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, June 23, 2022 and conducted its business meeting at the **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President R. Lopez Time: 6:53 p.m.

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

3. FLAG SALUTE by Rudy Lopez, Board President

4. AGENDA
The Board approved the agenda for the meeting.

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

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING
Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org

There were no public comments.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

The Board reviewed the following topics:

- Roles of Board and Superintendent
- Governance Team Standards of Practice & Board Bylaws
- District Theme, Vision, Mission & Goals
- Prior Year District Overview: Recognition, Awards & Notable Accomplishments
- Operating Protocols and Board Policies
- Brown Act and Robert's Rule of Order
- Conflict of Interest
- District Adopted Budget

6.2 DISTRICT THEME OF THE YEAR FOR 2022-2023

The Board selected and approved the District Theme of the Year "Rise Above" for 2022-2023.

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

Board Vice President Pallasigue made a motion to adjourn, seconded by Board Clerk I. Lopez. The vote was 3-0.

7. ADJOURNMENT Time: 7:48 p.m.

Respectfully Submitted, Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

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

BOARD MEETING DATE: June 9, 2022
FROM:
Administration
Gima A. Potter, Ed.D., Superintendent

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0014 - 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			

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 22/23-0014

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.

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 July 14, 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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: 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

BACKGROUND INFORMATION:
Special Tax Rates (Mello-Roos) levied in Community Facilities District (CFD) No. 1, No. 2, and No. 3 are established pursuant to the Rates and Method calculations developed at inception of the CFDs. These tax rates are adjusted each year and rates for development and underdeveloped land are established.

The new rates for 2022-23 are stipulated in the attached resolution. Special Tax Roll for CFD No. 1, No. 2 and No. 3 are available for review in the Business Services Office.

RECOMMENDATION:
Approve 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.

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)

CFD Tax Assessments to Payoff COPs
(Name of funding source and/or location)

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

San Ysidro School District

RESOLUTION No. 22/23-0012

Resolution Establishing Annual Special)
Tax Rates for Community Facilities)
Districts No. 1, No. 2 and No. 3)

On motion of Member _____, seconded by Member _____ , the following Resolution is adopted:

WHEREAS, the GOVERNING BOARD of the SAN YSIDRO SCHOOL DISTRICT, CALIFORNIA, (hereinafter referred to as the "legislative body"), has initiated proceedings, held public hearing, conducted elections and received favorable votes for the qualified electors relating to the levy of special taxes in a community facility district, as authorized pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. The Community Facilities Districts are known and designated as follows:

COMMUNITY FACILITIES DISTRICT NO. 1
COMMUNITY FACILITIES DISTRICT NO. 2
COMMUNITY FACILITIES DISTRICT NO. 3

(hereinafter referred to as the "CFD No. 1," "CFD No. 2," and "CFD No. 3", collectively "Districts"); and,

WHEREAS, the legislative body, by Ordinances adopted for the Districts as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes to pay for costs and expenses related to each such District, and this legislative body is desirous to establish the rate of the special taxes to be collected within CFD No. 1, CFD No. 2, and CFD No. 3 for the next fiscal year.

BE IT RESOLVED:

Section l. That the above recitals are all true and correct.

Section 2. That the specific rates and amounts of the special taxes to be collected to pay for the costs and expenses for the next fiscal year (2022-2023 for the referenced Districts are hereby determined and established as set forth in the attached, referenced and incorporated Exhibit "A".

Section 3. That the rates as set forth above do not exceed the amounts as previously authorized by the Ordinances of this legislative body, and are not in excess of that as previously approved by the qualified electors of the Districts.

Section 4. That the proceeds of the special taxes shall be used to pay, in whole or in part, the costs of the following as they pertain to the Districts, in the following order of priority:

A. Payment of principal and interest on any outstanding authorized bonded indebtedness.

B. Necessary replenishment of bond reserve funds or other reserve funds,

C. Payment of costs and expenses of authorized public facilities and public services, as applicable;

D. Repayment of advances and loans, if appropriate.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedures and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.

Section 6. All monies above collected shall be paid into the respective District funds, including any bond fund and reserve fund.

Section 7. A listing of all parcels subject to the special taxes, together with the applicable tax to be levied for the next year, shall be filed with the County Auditor on or before the 10th day of August of this year. It is hereby further directed that a certified copy of this Resolution also be filed with the County Auditor on or before the 10th day of August of this year.

Section 8. The Auditor of the County if hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special taxes.

Section 9. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 14th day of July, 2022 by the following vote:

Ayes:___ Noes:___ Absent:___

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Ed.D., Secretary of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution 22/23-0012 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

_____
Gina A. Potter, Ed.D., Superintendent
Secretary of the Governing Board

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	1	638-291-01-00	$0.00	$0.00
12842	2	638-291-02-00	$0.00	$0.00
12842	3	638-291-03-00	$0.00	$0.00
12842	4	638-291-04-00	$0.00	$0.00
12842	5	638-291-05-00	$0.00	$0.00
12842	6	638-291-06-00	$0.00	$0.00
12842	7	638-291-07-00	$0.00	$0.00
12842	8	638-291-08-00	$0.00	$0.00
12842	9	638-291-09-00	$0.00	$0.00
12842	10	638-291-10-00	$0.00	$0.00
12842	11	638-291-11-00	$0.00	$0.00
12842	12	638-291-12-00	$0.00	$0.00
12842	13	638-291-13-00	$0.00	$0.00
12842	14	638-291-14-00	$0.00	$0.00
12842	15	638-291-15-00	$0.00	$0.00
12842	16	638-291-16-00	$0.00	$0.00
12842	17	638-291-17-00	$0.00	$0.00
12842	18	638-291-18-00	$0.00	$0.00
12842	19	638-291-19-00	$0.00	$0.00
12842	20	638-291-20-00	$0.00	$0.00
12842	21	638-291-21-00	$0.00	$0.00
12842	22	638-291-22-00	$0.00	$0.00
12842	23	638-291-23-00	$0.00	$0.00
12842	24	638-291-24-00	$0.00	$0.00
12842	25	638-291-25-00	$0.00	$0.00
12842	26	638-291-26-00	$0.00	$0.00
12842	27	638-291-27-00	$0.00	$0.00
12842	28	638-291-28-00	$0.00	$0.00
12842	29	638-291-29-00	$0.00	$0.00
12842	30	638-291-30-00	$0.00	$0.00
12842	33	638-291-33-00	$0.00	$0.00
12842	34	638-291-34-00	$0.00	$0.00
12842	35	638-291-35-00	$0.00	$0.00
12842	36	638-291-36-00	$0.00	$0.00
12842	37	638-291-37-00	$0.00	$0.00
12842	38	638-291-38-00	$0.00	$0.00
12842	39	638-291-39-00	$0.00	$0.00
12842	40	638-291-40-00	$0.00	$0.00
12842	41	638-291-41-00	$0.00	$0.00
12842	42	638-291-42-00	$0.00	$0.00
12842	43	638-291-43-00	$0.00	$0.00
12842	44	638-291-44-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	45	638-291-45-00	$0.00	$0.00
12842	46	638-291-46-00	$0.00	$0.00
12842	47	638-291-47-00	$0.00	$0.00
12842	48	638-291-48-00	$0.00	$0.00
12842	49	638-291-49-00	$0.00	$0.00
12842	50	638-291-50-00	$0.00	$0.00
12842	51	638-291-51-00	$0.00	$0.00
12842	52	638-291-52-00	$0.00	$0.00
12842	53	638-291-53-00	$0.00	$0.00
12842	54	638-291-54-00	$0.00	$0.00
12842	55	638-291-55-00	$0.00	$0.00
12842	56	638-291-56-00	$0.00	$0.00
12842	57	638-291-57-00	$0.00	$0.00
12842	58	638-291-58-00	$0.00	$0.00
12842	59	638-291-59-00	$0.00	$0.00
12842	60	638-291-60-00	$0.00	$0.00
12842	61	638-291-61-00	$0.00	$0.00
12842	62	638-291-62-00	$0.00	$0.00
12842	63	638-291-63-00	$0.00	$0.00
12842	64	638-291-64-00	$0.00	$0.00
12842	65	638-291-65-00	$0.00	$0.00
12842	66	638-291-66-00	$0.00	$0.00
12842	67	638-291-67-00	$0.00	$0.00
12842	68	638-291-68-00	$0.00	$0.00
12842	69	638-291-69-00	$0.00	$0.00
12842	70	638-291-70-00	$0.00	$0.00
12842	71	638-291-71-00	$0.00	$0.00
12842	72	638-291-72-00	$0.00	$0.00
12842	31	638-291-73-00	$0.00	$0.00
12842	32	638-291-74-00	$0.00	$0.00
13372	1	665-060-01-00	$1,315.93	$1,315.92
13372	2	665-060-02-00	$1,315.93	$1,315.92
13372	3	665-060-03-00	$985.92	$985.90
13372	4	665-060-04-00	$1,145.68	$1,145.66
13372	5	665-060-05-00	$985.92	$985.90
13372	6	665-060-06-00	$1,129.96	$1,129.96
13372	7	665-060-07-00	$765.35	$765.34
13372	8	665-060-08-00	$985.92	$985.90
13372	9	665-060-09-00	$1,315.93	$1,315.92
13372	10	665-060-10-00	$1,129.96	$1,129.96
13372	11	665-060-11-00	$765.35	$765.34
13372	12	665-060-12-00	$985.92	$985.90

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	13	665-060-13-00	$765.35	$765.34
13372	14	665-060-14-00	$1,145.68	$1,145.66
13372	15	665-060-15-00	$1,145.68	$1,145.66
13372	16	665-060-16-00	$765.35	$765.34
13372	17	665-060-17-00	$1,315.93	$1,315.92
13372	18	665-060-18-00	$1,145.68	$1,145.66
13372	19	665-060-19-00	$1,145.68	$1,145.66
13372	20	665-060-20-00	$985.92	$985.90
13372	21	665-060-21-00	$985.92	$985.90
13372	22	665-060-22-00	$765.35	$765.34
13372	23	665-060-23-00	$985.92	$985.90
13372	24	665-060-24-00	$765.35	$765.34
13372	25	665-060-25-00	$1,315.93	$1,315.92
13372	26	665-060-26-00	$1,145.68	$1,145.66
13372	27	665-060-27-00	$1,315.93	$1,315.92
13372	28	665-060-28-00	$1,315.93	$1,315.92
13372	29	665-060-29-00	$765.35	$765.34
13372	30	665-060-30-00	$1,129.96	$1,129.96
13372	31	665-060-31-00	$1,129.96	$1,129.96
13372	32	665-060-32-00	$1,145.68	$1,145.66
13372	33	665-060-33-00	$1,145.68	$1,145.66
13372	34	665-060-34-00	$765.35	$765.34
13372	35	665-060-35-00	$1,145.68	$1,145.66
13372	36	665-060-36-00	$985.92	$985.90
13372	37	665-060-37-00	$1,129.96	$1,129.96
13372	38	665-060-38-00	$765.35	$765.34
13372	39	665-060-39-00	$1,315.93	$1,315.92
13372	40	665-060-40-00	$1,315.93	$1,315.92
13372	41	665-060-41-00	$1,145.68	$1,145.66
13372	42	665-060-42-00	$765.35	$765.34
13372	43	665-060-43-00	$985.92	$985.90
13372	44	665-060-44-00	$985.92	$985.90
13372	45	665-060-45-00	$1,145.68	$1,145.66
13372	46	665-060-46-00	$765.35	$765.34
13372	47	665-060-47-00	$985.92	$985.90
13372	48	665-060-48-00	$1,315.93	$1,315.92
13372	49	665-060-49-00	$765.35	$765.34
13372	50	665-060-50-00	$985.92	$985.90
13372	51	665-060-51-00	$985.92	$985.90
13372	52	665-060-52-00	$985.92	$985.90
13372	53	665-060-53-00	$1,145.68	$1,145.66
13372	54	665-060-54-00	$765.35	$765.34

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	55	665-060-55-00	$985.92	$985.90
13372	56	665-060-56-00	$985.92	$985.90
13372	57	665-060-57-00	$985.92	$985.90
13372	58	665-060-58-00	$1,145.68	$1,145.66
13372	59	665-060-59-00	$765.35	$765.34
13372	60	665-060-60-00	$1,315.93	$1,315.92
13372	61	665-060-61-00	$985.92	$985.90
13372	62	665-060-62-00	$765.35	$765.34
13372	63	665-060-63-00	$765.35	$765.34
13372	64	665-060-64-00	$985.92	$985.90
13372	65	665-060-65-00	$985.92	$985.90
13372	66	665-060-66-00	$985.92	$985.90
13372	67	665-060-67-00	$765.35	$765.34
13372	68	665-060-68-00	$985.92	$985.90
13372	69	665-060-69-00	$765.35	$765.34
13372	70	665-060-70-00	$985.92	$985.90
13372	71	665-060-71-00	$985.92	$985.90
13372	72	665-060-72-00	$1,145.68	$1,145.66
13372	73	665-060-73-00	$765.35	$765.34
13372	74	665-060-74-00	$985.92	$985.90
13372	75	665-060-75-00	$1,315.93	$1,315.92
13372	182	665-060-76-00	$0.00	$0.00
13372	76	665-061-01-00	$1,198.06	$1,198.04
13372	77	665-061-02-00	$889.70	$889.70
13372	78	665-061-03-00	$1,046.18	$1,046.16
13372	79	665-061-04-00	$1,198.06	$1,198.04
13372	80	665-061-05-00	$889.70	$889.70
13372	81	665-061-06-00	$1,198.06	$1,198.04
13372	82	665-061-07-00	$1,046.18	$1,046.16
13372	83	665-061-08-00	$1,198.06	$1,198.04
13372	84	665-061-09-00	$1,046.18	$1,046.16
13372	85	665-061-10-00	$889.70	$889.70
13372	86	665-061-11-00	$1,198.06	$1,198.04
13372	87	665-061-12-00	$1,046.18	$1,046.16
13372	88	665-061-13-00	$1,198.06	$1,198.04
13372	89	665-061-14-00	$889.70	$889.70
13372	90	665-061-15-00	$1,198.06	$1,198.04
13372	91	665-061-16-00	$889.70	$889.70
13372	92	665-061-17-00	$1,046.18	$1,046.16
13372	93	665-061-18-00	$1,198.06	$1,198.04
13372	94	665-061-19-00	$889.70	$889.70
13372	95	665-061-20-00	$1,046.18	$1,046.16

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	96	665-061-21-00	$1,198.06	$1,198.04
13372	108	665-061-22-00	$1,046.18	$1,046.16
13372	109	665-061-23-00	$1,198.06	$1,198.04
13372	110	665-061-24-00	$1,046.18	$1,046.16
13372	111	665-061-25-00	$1,198.06	$1,198.04
13372	112	665-061-26-00	$889.70	$889.70
13372	113	665-061-27-00	$889.70	$889.70
13372	114	665-061-28-00	$1,046.18	$1,046.16
13372	115	665-061-29-00	$1,198.06	$1,198.04
13372	116	665-061-30-00	$889.70	$889.70
13372	117	665-061-31-00	$1,198.06	$1,198.04
13372	1178	665-061-32-00	$1,046.18	$1,046.16
13372	119	665-061-33-00	$1,046.18	$1,046.16
13372	120	665-061-34-00	$1,198.06	$1,198.04
13372	121	665-061-35-00	$889.70	$889.70
13372	122	665-061-36-00	$1,046.18	$1,046.16
13372	123	665-061-37-00	$1,198.06	$1,198.04
13372	124	665-061-38-00	$1,046.18	$1,046.16
13372	178	665-061-39-00	$0.00	$0.00
13372	97	665-062-01-00	$1,046.18	$1,046.16
13372	98	665-062-02-00	$1,198.06	$1,198.04
13372	99	665-062-03-00	$1,046.18	$1,046.16
13372	100	665-062-04-00	$1,198.06	$1,198.04
13372	101	665-062-05-00	$889.70	$889.70
13372	102	665-062-06-00	$1,198.06	$1,198.04
13372	103	665-062-07-00	$889.70	$889.70
13372	104	665-062-08-00	$1,046.18	$1,046.16
13372	105	665-062-09-00	$1,198.06	$1,198.04
13372	106	665-062-10-00	$1,198.06	$1,198.04
13372	107	665-062-11-00	$1,046.18	$1,046.16
13372	125	665-062-12-00	$889.70	$889.70
13372	126	665-062-13-00	$1,046.18	$1,046.16
13372	127	665-062-14-00	$1,198.06	$1,198.04
13372	128	665-062-15-00	$1,046.18	$1,046.16
13372	129	665-062-16-00	$1,198.06	$1,198.04
13372	130	665-062-17-00	$1,046.18	$1,046.16
13372	131	665-062-18-00	$889.70	$889.70
13372	132	665-062-19-00	$1,198.06	$1,198.04
13372	133	665-062-20-00	$889.70	$889.70
13372	134	665-062-21-00	$1,198.06	$1,198.04
13372	135	665-062-22-00	$889.70	$889.70
13372	136	665-062-23-00	$889.70	$889.70

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	137	665-062-24-00	$1,198.06	$1,198.04
13372	138	665-062-25-00	$1,046.18	$1,046.16
13372	139	665-062-26-00	$1,198.06	$1,198.04
13372	140	665-062-27-00	$1,046.18	$1,046.16
13372	141	665-062-28-00	$1,094.61	$1,094.60
13372	142	665-062-29-00	$1,094.61	$1,094.60
13372	143	665-062-30-00	$781.04	$781.02
13372	144	665-062-31-00	$1,049.44	$1,049.42
13372	145	665-062-32-00	$1,094.61	$1,094.60
13372	146	665-062-33-00	$781.04	$781.02
13372	147	665-062-34-00	$1,015.39	$1,015.38
13372	148	665-063-01-00	$1,094.61	$1,094.60
13372	149	665-063-02-00	$1,015.39	$1,015.38
13372	150	665-063-03-00	$1,094.61	$1,094.60
13372	151	665-063-04-00	$1,015.39	$1,015.38
13372	152	665-063-05-00	$1,049.44	$1,049.42
13372	153	665-063-06-00	$1,049.44	$1,049.42
13372	154	665-063-07-00	$1,049.44	$1,049.42
13372	155	665-063-08-00	$1,015.39	$1,015.38
13372	156	665-063-09-00	$1,015.39	$1,015.38
13372	157	665-063-10-00	$1,094.61	$1,094.60
13372	158	665-063-11-00	$1,015.39	$1,015.38
13372	159	665-063-12-00	$1,094.61	$1,094.60
13372	160	665-063-13-00	$1,015.39	$1,015.38
13372	161	665-063-14-00	$1,094.61	$1,094.60
13372	162	665-063-15-00	$1,015.39	$1,015.38
13372	163	665-063-16-00	$1,015.39	$1,015.38
13372	164	665-063-17-00	$1,049.44	$1,049.42
13372	165	665-063-18-00	$1,094.61	$1,094.60
13372	166	665-063-19-00	$1,015.39	$1,015.38
13372	167	665-063-20-00	$1,094.61	$1,094.60
13372	168	665-063-21-00	$1,015.39	$1,015.38
13372	169	665-063-22-00	$1,094.61	$1,094.60
13372	170	665-063-23-00	$1,015.39	$1,015.38
13372	177	665-063-30-00	$0.00	$0.00
13372	177	665-063-31-00	$0.00	$0.00
13372	PAR 1	665-063-32-00	$1,094.61	$1,094.60
13372	PAR 2	665-063-33-00	$1,049.44	$1,049.42
13372	PAR 3	665-063-34-00	$1,049.44	$1,049.42
13372	PAR 4	665-063-35-00	$1,094.61	$1,094.60
13372	PAR 5	665-063-36-00	$1,015.39	$1,015.38
13372	PAR 6	665-063-37-00	$1,094.61	$1,094.60

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	179	665-064-03-00	$0.00	$0.00
13372	180	665-064-04-00	$0.00	$0.00
13372	181	665-064-05-00	$0.00	$0.00
13546	185	665-070-01-00	$889.70	$889.70
13546	186	665-070-02-00	$1,046.18	$1,046.16
13546	187	665-070-03-00	$889.70	$889.70
13546	188	665-070-04-00	$1,046.18	$1,046.16
13546	189	665-070-05-00	$1,198.06	$1,198.04
13546	190	665-070-06-00	$889.70	$889.70
13546	191	665-070-07-00	$889.70	$889.70
13546	192	665-070-08-00	$1,046.18	$1,046.16
13546	193	665-070-09-00	$1,198.06	$1,198.04
13546	194	665-070-10-00	$1,046.18	$1,046.16
13546	195	665-070-11-00	$1,198.06	$1,198.04
13546	196	665-070-12-00	$1,198.06	$1,198.04
13546	197	665-070-13-00	$1,046.18	$1,046.16
13546	198	665-070-14-00	$889.70	$889.70
13546	256	665-070-15-00	$1,218.34	$1,218.34
13546	257	665-070-16-00	$1,052.08	$1,052.08
13546	258	665-070-17-00	$1,218.34	$1,218.34
13546	259	665-070-18-00	$940.77	$940.76
13546	260	665-070-19-00	$1,218.34	$1,218.34
13546	261	665-070-20-00	$1,052.08	$1,052.08
13546	262	665-070-21-00	$1,218.34	$1,218.34
13546	263	665-070-22-00	$1,052.08	$1,052.08
13546	264	665-070-23-00	$940.77	$940.76
13546	265	665-070-24-00	$1,052.08	$1,052.08
13546	266	665-070-25-00	$1,052.08	$1,052.08
13546	267	665-070-26-00	$1,218.34	$1,218.34
13546	268	665-070-27-00	$1,052.08	$1,052.08
13546	269	665-070-28-00	$940.77	$940.76
13546	270	665-070-29-00	$1,218.34	$1,218.34
13546	275	665-070-30-00	$1,218.34	$1,218.34
13546	276	665-070-31-00	$1,052.08	$1,052.08
13546	277	665-070-32-00	$940.77	$940.76
13546	278	665-070-33-00	$1,218.34	$1,218.34
13546	279	665-070-34-00	$1,052.08	$1,052.08
13546	280	665-070-35-00	$1,218.34	$1,218.34
13546	281	665-070-36-00	$940.77	$940.76
13546	282	665-070-37-00	$940.77	$940.76
13546	283	665-070-38-00	$1,052.08	$1,052.08
13546	284	665-070-39-00	$1,218.34	$1,218.34

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	285	665-070-40-00	$1,052.08	$1,052.08
13546	286	665-070-41-00	$940.77	$940.76
13546	287	665-070-42-00	$1,052.08	$1,052.08
13546	288	665-070-43-00	$1,218.34	$1,218.34
13546	293	665-070-44-00	$889.70	$889.70
13546	294	665-070-45-00	$1,198.06	$1,198.04
13546	295	665-070-46-00	$889.70	$889.70
13546	296	665-070-47-00	$1,046.18	$1,046.16
13546	297	665-070-48-00	$1,198.06	$1,198.04
13546	298	665-070-49-00	$1,198.06	$1,198.04
13546	299	665-070-50-00	$1,046.18	$1,046.16
13546	300	665-070-51-00	$889.70	$889.70
13546	301	665-070-52-00	$1,046.18	$1,046.16
13546	302	665-070-53-00	$889.70	$889.70
13546	303	665-070-54-00	$1,198.06	$1,198.04
13546	304	665-070-55-00	$1,046.18	$1,046.16
13546	305	665-070-56-00	$1,198.06	$1,198.04
13546	306	665-070-57-00	$889.70	$889.70
13546	311	665-070-58-00	$1,198.06	$1,198.04
13546	312	665-070-59-00	$889.70	$889.70
13546	313	665-070-60-00	$1,046.18	$1,046.16
13546	314	665-070-61-00	$1,198.06	$1,198.04
13546	315	665-070-62-00	$889.70	$889.70
13546	316	665-070-63-00	$1,198.06	$1,198.04
13546	317	665-070-64-00	$889.70	$889.70
13546	318	665-070-65-00	$889.70	$889.70
13546	319	665-070-66-00	$1,046.18	$1,046.16
13546	320	665-070-67-00	$889.70	$889.70
13546	321	665-070-68-00	$1,046.18	$1,046.16
13546	322	665-070-69-00	$889.70	$889.70
13546	323	665-070-70-00	$1,198.06	$1,198.04
13546	324	665-070-71-00	$1,218.34	$1,218.34
13546	325	665-070-72-00	$1,052.08	$1,052.08
13546	199	665-071-01-00	$1,198.06	$1,198.04
13546	200	665-071-02-00	$1,046.18	$1,046.16
13546	201	665-071-03-00	$889.70	$889.70
13546	202	665-071-04-00	$1,046.18	$1,046.16
13546	203	665-071-05-00	$1,198.06	$1,198.04
13546	204	665-071-06-00	$1,046.18	$1,046.16
13546	205	665-071-07-00	$889.70	$889.70
13546	206	665-071-08-00	$1,198.06	$1,198.04
13546	207	665-071-09-00	$1,046.18	$1,046.16

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	208	665-071-10-00	$1,198.06	$1,198.04
13546	209	665-071-11-00	$1,046.18	$1,046.16
13546	210	665-071-12-00	$1,198.06	$1,198.04
13546	211	665-071-13-00	$1,046.18	$1,046.16
13546	212	665-071-14-00	$889.70	$889.70
13546	213	665-071-15-00	$1,198.06	$1,198.04
13546	214	665-071-16-00	$889.70	$889.70
13546	215	665-071-17-00	$1,046.18	$1,046.16
13546	216	665-071-18-00	$1,198.06	$1,198.04
13546	217	665-071-19-00	$1,046.18	$1,046.16
13546	218	665-071-20-00	$1,198.06	$1,198.04
13546	219	665-071-21-00	$889.70	$889.70
13546	220	665-071-22-00	$1,046.18	$1,046.16
13546	221	665-071-23-00	$1,198.06	$1,198.04
13546	222	665-071-24-00	$1,046.18	$1,046.16
13546	223	665-071-25-00	$1,198.06	$1,198.04
13546	224	665-071-26-00	$1,046.18	$1,046.16
13546	225	665-071-27-00	$889.70	$889.70
13546	226	665-071-28-00	$1,046.18	$1,046.16
13546	227	665-071-29-00	$889.70	$889.70
13546	228	665-071-30-00	$1,046.18	$1,046.16
13546	229	665-071-31-00	$1,218.34	$1,218.34
13546	230	665-071-32-00	$1,052.08	$1,052.08
13546	231	665-071-33-00	$1,218.34	$1,218.34
13546	232	665-071-34-00	$1,052.08	$1,052.08
13546	233	665-071-35-00	$940.77	$940.76
13546	234	665-071-36-00	$1,220.73	$1,220.72
13546	235	665-071-37-00	$1,054.13	$1,054.12
13546	236	665-071-38-00	$926.39	$926.38
13546	237	665-071-39-00	$1,050.11	$1,050.10
13546	238	665-071-40-00	$1,199.37	$1,199.36
13546	239	665-071-41-00	$1,052.08	$1,052.08
13546	240	665-071-42-00	$1,218.34	$1,218.34
13546	241	665-071-43-00	$1,052.08	$1,052.08
13546	242	665-071-44-00	$940.77	$940.76
13546	246	665-071-45-00	$1,218.34	$1,218.34
13546	244	665-071-46-00	$1,052.08	$1,052.08
13546	245	665-071-47-00	$1,218.34	$1,218.34
13546	246	665-071-48-00	$1,052.08	$1,052.08
13546	247	665-071-49-00	$1,052.08	$1,052.08
13546	248	665-071-50-00	$1,218.34	$1,218.34
13546	249	665-071-51-00	$1,052.08	$1,052.08

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	250	665-071-52-00	$1,218.34	$1,218.34
13546	251	665-071-53-00	$1,052.08	$1,052.08
13546	252	665-071-54-00	$940.77	$940.76
13546	253	665-071-55-00	$1,052.08	$1,052.08
13546	254	665-071-56-00	$1,218.34	$1,218.34
13546	255	665-071-57-00	$940.77	$940.76
13546	271	665-071-58-00	$940.77	$940.76
13546	272	665-071-59-00	$1,052.08	$1,052.08
13546	273	665-071-60-00	$1,218.34	$1,218.34
13546	274	665-071-61-00	$1,052.08	$1,052.08
13546	289	665-071-62-00	$940.77	$940.76
13546	290	665-071-63-00	$1,218.34	$1,218.34
13546	291	665-071-64-00	$1,046.18	$1,046.16
13546	292	665-071-65-00	$1,198.06	$1,198.04
13546	307	665-071-66-00	$1,046.18	$1,046.16
13546	308	665-071-67-00	$889.70	$889.70
13546	309	665-071-68-00	$1,046.18	$1,046.16
13546	310	665-071-69-00	$1,198.06	$1,198.04
13747	326	665-080-01-00	$1,199.37	$1,199.36
13747	327	665-080-02-00	$1,050.11	$1,050.10
13747	328	665-080-03-00	$926.39	$926.38
13747	329	665-080-04-00	$928.21	$928.20
13747	330	665-080-05-00	$1,052.20	$1,052.18
13747	331	665-080-06-00	$1,052.20	$1,052.18
13747	332	665-080-07-00	$1,201.71	$1,201.70
13747	333	665-080-08-00	$928.21	$928.20
13747	334	665-080-09-00	$1,052.20	$1,052.18
13747	335	665-080-10-00	$1,052.20	$1,052.18
13747	336	665-080-11-00	$1,052.20	$1,052.18
13747	337	665-080-12-00	$1,201.71	$1,201.70
13747	338	665-080-13-00	$926.39	$926.38
13747	339	665-080-14-00	$1,050.11	$1,050.10
13747	340	665-080-15-00	$1,050.11	$1,050.10
13747	341	665-080-16-00	$1,199.37	$1,199.36
13747	342	665-080-17-00	$926.39	$926.38
13747	343	665-080-18-00	$1,199.37	$1,199.36
13747	344	665-080-19-00	$1,050.11	$1,050.10
13747	345	665-080-20-00	$1,199.37	$1,199.36
13747	346	665-080-21-00	$1,050.11	$1,050.10
13747	347	665-080-22-00	$1,050.11	$1,050.10
13747	348	665-080-23-00	$926.39	$926.38
13747	349	665-080-24-00	$1,199.37	$1,199.36

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	350	665-080-25-00	$1,050.11	$1,050.10
13747	351	665-080-26-00	$1,199.37	$1,199.36
13747	352	665-080-27-00	$926.39	$926.38
13747	353	665-080-28-00	$1,199.37	$1,199.36
13747	354	665-080-29-00	$1,050.11	$1,050.10
13747	355	665-080-30-00	$926.39	$926.38
13747	356	665-080-31-00	$1,050.11	$1,050.10
13747	357	665-080-32-00	$1,199.37	$1,199.36
13747	358	665-080-33-00	$926.39	$926.38
13747	359	665-080-34-00	$1,050.11	$1,050.10
13747	360	665-080-35-00	$1,199.37	$1,199.36
13747	361	665-080-36-00	$1,050.11	$1,050.10
13747	362	665-080-37-00	$1,199.37	$1,199.36
13747	363	665-080-38-00	$926.39	$926.38
13747	364	665-080-39-00	$1,050.11	$1,050.10
13747	365	665-080-40-00	$1,199.37	$1,199.36
13747	366	665-080-41-00	$926.39	$926.38
13747	367	665-080-42-00	$1,050.11	$1,050.10
13747	368	665-080-43-00	$1,050.11	$1,050.10
13747	369	665-080-44-00	$926.39	$926.38
13747	370	665-080-45-00	$1,050.11	$1,050.10
13747	371	665-080-46-00	$1,199.37	$1,199.36
13747	372	665-080-47-00	$1,050.11	$1,050.10
13747	373	665-080-48-00	$1,050.11	$1,050.10
13747	374	665-080-49-00	$926.39	$926.38
13747	375	665-080-50-00	$1,050.11	$1,050.10
13747	376	665-080-51-00	$926.39	$926.38
13747	377	665-080-52-00	$1,052.20	$1,052.18
13747	378	665-080-53-00	$928.21	$928.20
13747	379	665-080-54-00	$928.21	$928.20
13747	380	665-080-55-00	$1,052.20	$1,052.18
13747	381	665-080-56-00	$928.21	$928.20
13747	382	665-080-57-00	$1,201.71	$1,201.70
13747	383	665-080-58-00	$928.21	$928.20
13747	384	665-080-59-00	$1,052.20	$1,052.18
13747	385	665-080-60-00	$1,201.71	$1,201.70
13747	386	665-080-61-00	$1,052.20	$1,052.18
13747	387	665-080-62-00	$1,052.20	$1,052.18
13747	388	665-080-63-00	$928.21	$928.20
13747	389	665-080-64-00	$1,201.71	$1,201.70
13747	390	665-080-65-00	$1,052.20	$1,052.18
13747	391	665-080-66-00	$1,052.20	$1,052.18

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	392	665-080-67-00	$1,052.20	$1,052.18
13747	393	665-080-68-00	$1,052.20	$1,052.18
13747	394	665-080-69-00	$1,052.20	$1,052.18
13747	395	665-080-70-00	$1,201.71	$1,201.70
13747	396	665-080-71-00	$928.21	$928.20
13747	397	665-080-72-00	$1,052.20	$1,052.18
13747	398	665-080-73-00	$928.21	$928.20
13747	399	665-080-74-00	$1,052.20	$1,052.18
13747	400	665-080-75-00	$1,052.20	$1,052.18
13747	401	665-080-76-00	$1,052.20	$1,052.18
13747	402	665-080-77-00	$1,201.71	$1,201.70
13747	403	665-080-78-00	$928.21	$928.20
13747	404	665-080-79-00	$1,052.20	$1,052.18
13747	405	665-080-80-00	$1,052.20	$1,052.18
13747	406	665-081-01-00	$1,218.34	$1,218.34
13747	407	665-081-02-00	$1,052.08	$1,052.08
13747	408	665-081-03-00	$940.77	$940.76
13747	409	665-081-04-00	$1,218.34	$1,218.34
13747	410	665-081-05-00	$1,218.34	$1,218.34
13747	411	665-081-06-00	$1,052.08	$1,052.08
13747	412	665-081-07-00	$1,218.34	$1,218.34
13747	413	665-081-08-00	$940.77	$940.76
13747	414	665-081-09-00	$1,052.08	$1,052.08
13747	415	665-081-10-00	$940.77	$940.76
13747	416	665-081-11-00	$1,218.34	$1,218.34
13747	417	665-081-12-00	$1,052.08	$1,052.08
13747	418	665-081-13-00	$940.77	$940.76
13747	419	665-081-14-00	$1,218.34	$1,218.34
13747	420	665-081-15-00	$1,052.08	$1,052.08
13747	421	665-081-16-00	$1,218.34	$1,218.34
13747	422	665-081-17-00	$1,052.08	$1,052.08
13747	423	665-081-18-00	$1,218.34	$1,218.34
13747	424	665-081-19-00	$1,052.08	$1,052.08
13747	425	665-081-20-00	$1,054.13	$1,054.12
13747	426	665-081-21-00	$1,220.73	$1,220.72
13747	427	665-081-22-00	$1,054.13	$1,054.12
13747	428	665-081-23-00	$942.63	$942.62
13747	429	665-081-24-00	$1,218.34	$1,218.34
13747	430	665-081-25-00	$1,052.08	$1,052.08
13747	431	665-081-26-00	$940.77	$940.76
13747	432	665-081-27-00	$1,218.34	$1,218.34
13747	433	665-081-28-00	$1,052.08	$1,052.08

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	434	665-081-29-00	$1,218.34	$1,218.34
13747	435	665-081-30-00	$1,052.08	$1,052.08
13747	436	665-081-31-00	$940.77	$940.76
13747	437	665-081-32-00	$1,218.34	$1,218.34
13747	438	665-081-33-00	$1,052.08	$1,052.08
13747	439	665-081-34-00	$1,218.34	$1,218.34
13747	440	665-081-35-00	$1,052.08	$1,052.08
13747	441	665-081-36-00	$1,218.34	$1,218.34
13747	442	665-081-37-00	$940.77	$940.76
13747	443	665-081-38-00	$1,052.08	$1,052.08
13747	444	665-081-39-00	$1,220.73	$1,220.72
13747	445	665-081-40-00	$942.63	$942.62
13747	446	665-081-41-00	$1,054.13	$1,054.12
13747	447	665-081-42-00	$1,220.73	$1,220.72
13747	448	665-081-43-00	$1,054.13	$1,054.12
13747	449	665-081-44-00	$1,220.73	$1,220.72
13747	450	665-081-45-00	$942.63	$942.62
13747	451	665-081-46-00	$1,220.73	$1,220.72
13747	452	665-081-47-00	$1,054.13	$1,054.12
13860	1	665-090-01-00	$1,090.86	$1,090.86
13860	2	665-090-02-00	$1,022.01	$1,022.00
13860	3	665-090-03-00	$1,090.86	$1,090.86
13860	4	665-090-04-00	$1,336.84	$1,336.84
13860	5	665-090-05-00	$1,022.01	$1,022.00
13860	6	665-090-06-00	$1,336.84	$1,336.84
13860	7	665-090-07-00	$1,022.01	$1,022.00
13860	8	665-090-08-00	$1,336.84	$1,336.84
13860	9	665-090-09-00	$1,090.86	$1,090.86
13860	10	665-090-10-00	$1,336.84	$1,336.84
13860	11	665-090-11-00	$1,022.01	$1,022.00
13860	12	665-090-12-00	$1,090.86	$1,090.86
13860	13	665-090-13-00	$1,336.84	$1,336.84
13860	14	665-090-14-00	$1,090.86	$1,090.86
13860	15	665-090-15-00	$1,336.84	$1,336.84
13860	16	665-090-16-00	$1,090.86	$1,090.86
13860	17	665-090-17-00	$1,022.01	$1,022.00
13860	18	665-090-18-00	$1,336.84	$1,336.84
13860	19	665-090-19-00	$1,090.86	$1,090.86
13860	20	665-090-20-00	$1,022.01	$1,022.00
13860	21	665-090-21-00	$1,090.86	$1,090.86
13860	22	665-090-22-00	$1,336.84	$1,336.84
13860	23	665-090-23-00	$1,090.86	$1,090.86

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13860	24	665-090-24-00	$1,336.84	$1,336.84
13860	25	665-090-25-00	$1,022.01	$1,022.00
13860	26	665-090-26-00	$1,336.84	$1,336.84
13860	27	665-090-27-00	$1,022.01	$1,022.00
13860	28	665-090-28-00	$1,336.84	$1,336.84
13860	29	665-090-29-00	$1,336.84	$1,336.84
13860	30	665-090-30-00	$1,090.86	$1,090.86
13860	31	665-090-31-00	$1,022.01	$1,022.00
13860	32	665-090-32-00	$1,090.86	$1,090.86
13860	33	665-090-33-00	$1,336.84	$1,336.84
13860	34	665-090-34-00	$1,022.01	$1,022.00
13860	35	665-090-35-00	$1,090.86	$1,090.86
13860	36	665-090-36-00	$1,336.84	$1,336.84
13860	37	665-090-37-00	$1,090.86	$1,090.86
13860	38	665-090-38-00	$1,336.84	$1,336.84
13860	39	665-090-39-00	$1,090.86	$1,090.86
13860	40	665-090-40-00	$1,336.84	$1,336.84
13860	41	665-090-41-00	$1,336.84	$1,336.84
13860	42	665-090-42-00	$1,022.01	$1,022.00
13860	43	665-090-43-00	$1,090.86	$1,090.86
13860	44	665-090-44-00	$1,336.84	$1,336.84
13860	45	665-090-45-00	$1,022.01	$1,022.00
13860	46	665-090-46-00	$1,090.86	$1,090.86
13860	47	665-090-47-00	$1,022.01	$1,022.00
13860	48	665-090-48-00	$1,336.84	$1,336.84
13860	49	665-090-49-00	$1,090.86	$1,090.86
13860	50	665-090-50-00	$1,336.84	$1,336.84
13860	51	665-090-51-00	$1,090.86	$1,090.86
13860	52	665-090-52-00	$1,336.84	$1,336.84
13860	53	665-090-53-00	$1,090.86	$1,090.86
13860	54	665-090-54-00	$1,022.01	$1,022.00
13860	55	665-090-55-00	$1,336.84	$1,336.84

Total Parcels	**578**
Total Taxable Parcels	**499**
Total Maximum Annual Special Tax	**$533,892.05**
Total Assigned Special Tax	**$533,887.42**

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-10-01	$1,076.04	$1,076.04
14220	74	631-292-10-02	$1,076.04	$1,076.04
14220	74	631-292-10-03	$1,076.04	$1,076.04
14220	74	631-292-10-04	$1,076.04	$1,076.04
14220	74	631-292-10-05	$1,076.04	$1,076.04
14220	74	631-292-10-06	$1,076.04	$1,076.04
14220	74	631-292-10-07	$1,076.04	$1,076.04
14220	74	631-292-10-08	$1,076.04	$1,076.04
14220	74	631-292-10-09	$1,076.04	$1,076.04
14220	74	631-292-10-10	$1,076.04	$1,076.04
14220	74	631-292-10-11	$1,076.04	$1,076.04
14220	74	631-292-10-12	$1,076.04	$1,076.04
14220	74	631-292-10-13	$1,076.04	$1,076.04
14220	74	631-292-10-14	$1,076.04	$1,076.04
14220	74	631-292-10-15	$1,076.04	$1,076.04
14220	74	631-292-10-16	$1,076.04	$1,076.04
14220	74	631-292-10-17	$1,076.04	$1,076.04
14220	74	631-292-10-18	$1,076.04	$1,076.04
14220	74	631-292-10-19	$1,076.04	$1,076.04
14220	74	631-292-10-20	$1,076.04	$1,076.04
14220	74	631-292-10-21	$1,076.04	$1,076.04
14220	74	631-292-10-22	$1,076.04	$1,076.04
14220	74	631-292-10-23	$1,076.04	$1,076.04
14220	74	631-292-10-24	$1,076.04	$1,076.04
14220	74	631-292-10-25	$1,076.04	$1,076.04
14220	74	631-292-10-26	$1,076.04	$1,076.04
14220	74	631-292-10-27	$1,076.04	$1,076.04
14220	74	631-292-10-28	$1,076.04	$1,076.04
14220	74	631-292-11-01	$1,076.04	$1,076.04
14220	74	631-292-11-02	$1,076.04	$1,076.04
14220	74	631-292-11-03	$1,076.04	$1,076.04
14220	74	631-292-11-04	$1,076.04	$1,076.04
14220	74	631-292-11-05	$1,076.04	$1,076.04
14220	74	631-292-11-06	$1,076.04	$1,076.04
14220	74	631-292-11-07	$1,076.04	$1,076.04
14220	74	631-292-11-08	$1,076.04	$1,076.04
14220	74	631-292-11-09	$1,076.04	$1,076.04
14220	74	631-292-11-10	$1,076.04	$1,076.04
14220	74	631-292-11-11	$1,076.04	$1,076.04
14220	74	631-292-11-12	$1,076.04	$1,076.04
14220	74	631-292-11-13	$1,076.04	$1,076.04
14220	74	631-292-11-14	$1,076.04	$1,076.04

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-11-15	$1,076.04	$1,076.04
14220	74	631-292-11-16	$1,076.04	$1,076.04
14220	74	631-292-11-17	$1,076.04	$1,076.04
14220	74	631-292-11-18	$1,076.04	$1,076.04
14220	74	631-292-11-19	$1,076.04	$1,076.04
14220	74	631-292-11-20	$1,076.04	$1,076.04
14220	74	631-292-11-21	$1,076.04	$1,076.04
14220	74	631-292-11-22	$1,076.04	$1,076.04
14220	74	631-292-11-23	$1,076.04	$1,076.04
14220	74	631-292-11-24	$1,076.04	$1,076.04
14220	74	631-292-11-25	$1,076.04	$1,076.04
14220	74	631-292-11-26	$1,076.04	$1,076.04
14220	74	631-292-12-01	$1,076.04	$1,076.04
14220	74	631-292-12-02	$1,076.04	$1,076.04
14220	74	631-292-12-03	$1,076.04	$1,076.04
14220	74	631-292-12-04	$1,076.04	$1,076.04
14220	74	631-292-12-05	$1,076.04	$1,076.04
14220	74	631-292-12-06	$1,076.04	$1,076.04
14220	74	631-292-12-07	$1,076.04	$1,076.04
14220	74	631-292-12-08	$1,076.04	$1,076.04
14220	74	631-292-12-09	$1,076.04	$1,076.04
14220	74	631-292-12-10	$1,076.04	$1,076.04
14220	74	631-292-12-11	$1,076.04	$1,076.04
14220	74	631-292-12-12	$1,076.04	$1,076.04
14220	74	631-292-12-13	$1,076.04	$1,076.04
14220	74	631-292-12-14	$1,076.04	$1,076.04
14220	74	631-292-12-15	$1,076.04	$1,076.04
14220	74	631-292-12-16	$1,076.04	$1,076.04
19291	PAR 1	631-292-13-01	$1,076.04	$1,076.04
19291	PAR 1	631-292-13-02	$1,076.04	$1,076.04
19291	PAR 1	631-292-13-03	$1,076.04	$1,076.04
19291	PAR 1	631-292-13-04	$1,076.04	$1,076.04
19291	PAR 1	631-292-13-05	$1,076.04	$1,076.04
19291	PAR 1	631-292-13-06	$1,076.04	$1,076.04
19291	PAR 1	631-292-13-07	$1,076.04	$1,076.04
19291	PAR 1	631-292-13-08	$1,076.04	$1,076.04
19291	PAR 1	631-292-13-09	$1,076.04	$1,076.04
19291	PAR 1	631-292-13-10	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-01	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-02	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-03	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-04	$1,076.04	$1,076.04

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-14-05	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-06	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-07	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-08	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-09	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-10	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-11	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-12	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-13	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-14	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-15	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-16	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-17	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-18	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-19	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-20	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-21	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-22	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-23	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-24	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-25	$1,076.04	$1,076.04
19291	PAR 1	631-292-14-26	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-01	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-02	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-03	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-04	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-05	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-06	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-07	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-08	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-09	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-10	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-11	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-12	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-13	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-14	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-15	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-16	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-17	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-18	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-19	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-20	$1,076.04	$1,076.04

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-15-21	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-22	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-23	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-24	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-25	$1,076.04	$1,076.04
19291	PAR 1	631-292-15-26	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-01	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-02	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-03	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-04	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-05	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-06	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-07	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-08	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-09	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-10	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-11	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-12	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-13	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-14	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-15	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-16	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-17	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-18	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-19	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-20	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-21	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-22	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-23	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-24	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-25	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-26	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-27	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-28	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-29	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-30	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-31	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-32	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-33	$1,076.04	$1,076.04
19291	PAR 1	631-292-16-34	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-01	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-02	$1,076.04	$1,076.04

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-18-03	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-04	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-05	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-06	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-07	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-08	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-09	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-10	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-11	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-12	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-13	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-14	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-15	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-16	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-17	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-18	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-19	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-20	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-21	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-22	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-23	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-24	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-25	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-26	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-27	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-28	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-29	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-30	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-31	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-32	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-33	$1,076.04	$1,076.04
19291	PAR 1	631-292-18-34	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-01	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-02	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-03	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-04	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-05	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-06	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-07	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-08	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-09	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-10	$1,076.04	$1,076.04

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-19-11	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-12	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-13	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-14	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-15	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-16	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-17	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-18	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-19	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-20	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-21	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-22	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-23	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-24	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-25	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-26	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-27	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-28	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-29	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-30	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-31	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-32	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-33	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-34	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-35	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-36	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-37	$1,076.04	$1,076.04
19291	PAR 1	631-292-19-38	$1,076.04	$1,076.04
13730	1	638-300-01-00	$1,051.74	$1,051.72
13730	2	638-300-02-00	$1,051.74	$1,051.72
13730	3	638-300-03-00	$1,051.74	$1,051.72
13730	4	638-300-04-00	$1,051.74	$1,051.72
13730	5	638-300-05-00	$1,051.74	$1,051.72
13730	6	638-300-06-00	$1,051.74	$1,051.72
13730	7	638-300-07-00	$1,051.74	$1,051.72
13730	8	638-300-08-00	$1,051.74	$1,051.72
13730	9	638-300-09-00	$1,051.74	$1,051.72
13730	10	638-300-10-00	$1,051.74	$1,051.72
13730	11	638-300-11-00	$1,051.74	$1,051.72
13730	12	638-300-12-00	$1,051.74	$1,051.72
13730	13	638-300-13-00	$1,051.74	$1,051.72
13730	14	638-300-14-00	$1,051.74	$1,051.72

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13730	15	638-300-15-00	$1,051.74	$1,051.72
13730	16	638-300-16-00	$1,051.74	$1,051.72
13730	17	638-300-17-00	$1,051.74	$1,051.72
13730	18	638-300-18-00	$1,051.74	$1,051.72
13730	36	638-300-19-00	$1,051.74	$1,051.72
13730	37	638-300-20-00	$1,051.74	$1,051.72
13730	38	638-300-21-00	$1,051.74	$1,051.72
13730	39	638-300-22-00	$1,051.74	$1,051.72
13730	40	638-300-23-00	$1,051.74	$1,051.72
13730	41	638-300-24-00	$1,051.74	$1,051.72
13730	42	638-300-25-00	$1,051.74	$1,051.72
13730	43	638-300-26-00	$1,051.74	$1,051.72
13730	44	638-300-27-00	$1,051.74	$1,051.72
13730	45	638-300-28-00	$1,051.74	$1,051.72
13730	46	638-300-29-00	$1,051.74	$1,051.72
13730	54	638-300-30-00	$0.00	$0.00
13730	C	638-300-31-00	$0.00	$0.00
13730	19	638-301-01-00	$1,051.74	$1,051.72
13730	20	638-301-02-00	$1,051.74	$1,051.72
13730	21	638-301-03-00	$1,051.74	$1,051.72
13730	22	638-301-04-00	$1,051.74	$1,051.72
13730	23	638-301-05-00	$1,051.74	$1,051.72
13730	24	638-301-06-00	$1,051.74	$1,051.72
13730	25	638-301-07-00	$1,051.74	$1,051.72
13730	26	638-301-08-00	$1,051.74	$1,051.72
13730	27	638-301-09-00	$1,051.74	$1,051.72
13730	28	638-301-10-00	$1,051.74	$1,051.72
13730	29	638-301-11-00	$1,051.74	$1,051.72
13730	30	638-301-12-00	$1,053.16	$1,053.16
13730	31	638-301-13-00	$1,053.16	$1,053.16
13730	32	638-301-14-00	$1,053.16	$1,053.16
13730	33	638-301-15-00	$1,053.16	$1,053.16
13730	34	638-301-16-00	$1,053.16	$1,053.16
13730	35	638-301-17-00	$1,053.16	$1,053.16
13730	47	638-301-18-00	$1,051.74	$1,051.72
13730	48	638-301-19-00	$1,051.74	$1,051.72
13730	49	638-301-20-00	$1,051.74	$1,051.72
13730	50	638-301-21-00	$1,051.74	$1,051.72
13730	51	638-301-22-00	$1,054.22	$1,054.20
13730	52	638-301-23-00	$1,053.16	$1,053.16
13730	53	638-301-24-00	$1,053.16	$1,053.16
13730	A	638-301-25-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13730	B	638-301-26-00	$0.00	$0.00
13730	D	638-301-27-00	$0.00	$0.00
13730	E	638-301-28-00	$0.00	$0.00
13730	F	638-301-29-00	$0.00	$0.00
14277	1	638-310-01-00	$1,054.22	$1,054.20
14277	2	638-310-02-00	$1,054.22	$1,054.20
14277	3	638-310-03-00	$1,054.22	$1,054.20
14277	4	638-310-04-00	$1,054.22	$1,054.20
14277	5	638-310-05-00	$1,054.22	$1,054.20
14277	6	638-310-06-00	$1,054.22	$1,054.20
14277	7	638-310-07-00	$1,054.22	$1,054.20
14277	8	638-310-08-00	$1,054.22	$1,054.20
14277	9	638-310-09-00	$1,054.22	$1,054.20
14277	10	638-310-10-00	$1,054.22	$1,054.20
14277	11	638-310-11-00	$1,054.22	$1,054.20
14277	12	638-310-12-00	$1,054.22	$1,054.20
14277	13	638-310-13-00	$1,054.22	$1,054.20
14277	14	638-310-14-00	$1,054.22	$1,054.20
14277	15	638-310-15-00	$1,054.22	$1,054.20
14277	16	638-310-16-00	$1,054.22	$1,054.20
14277	17	638-310-17-00	$1,054.22	$1,054.20
14277	18	638-310-18-00	$1,054.22	$1,054.20
14277	19	638-310-19-00	$1,054.22	$1,054.20
14277	20	638-310-20-00	$1,054.22	$1,054.20
14277	23	638-310-23-00	$1,054.22	$1,054.20
14277	24	638-310-24-00	$1,054.22	$1,054.20
14277	25	638-310-25-00	$1,054.22	$1,054.20
14277	26	638-310-26-00	$1,054.22	$1,054.20
14277	27	638-310-27-00	$1,054.22	$1,054.20
14277	28	638-310-28-00	$1,054.22	$1,054.20
14277	29	638-310-29-00	$1,054.22	$1,054.20
14277	30	638-310-30-00	$1,054.22	$1,054.20
14277	31	638-310-31-00	$1,054.22	$1,054.20
14277	32	638-310-32-00	$1,054.22	$1,054.20
14277	33	638-310-33-00	$1,054.22	$1,054.20
14277	34	638-310-34-00	$1,054.22	$1,054.20
14277	35	638-310-35-00	$1,054.22	$1,054.20
14277	36	638-310-36-00	$1,054.22	$1,054.20
14277	37	638-310-37-00	$1,054.22	$1,054.20
14277	38	638-310-38-00	$1,054.22	$1,054.20
14277	39	638-310-39-00	$1,145.12	$1,145.12
14277	40	638-310-40-00	$1,054.22	$1,054.20

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14277	41	638-310-41-00	$1,054.22	$1,054.20
14277	42	638-310-42-00	$1,054.22	$1,054.20
14277	43	638-310-43-00	$1,054.22	$1,054.20
14277	A	638-310-44-00	$0.00	$0.00
14277	PAR 1	638-310-45-00	$1,054.22	$1,054.20
14277	PAR 2	638-310-46-00	$1,054.22	$1,054.20
14460	1	638-320-01-00	$1,054.22	$1,054.20
14460	2	638-320-02-00	$1,054.22	$1,054.20
14460	3	638-320-03-00	$1,054.22	$1,054.20
14460	4	638-320-04-00	$1,054.22	$1,054.20
14460	5	638-320-05-00	$1,054.22	$1,054.20
14460	6	638-320-06-00	$1,054.22	$1,054.20
14460	7	638-320-07-00	$1,054.22	$1,054.20
14460	8	638-320-08-00	$1,054.22	$1,054.20
14460	9	638-320-09-00	$1,054.22	$1,054.20
14460	10	638-320-10-00	$1,054.22	$1,054.20
14460	11	638-320-11-00	$1,054.22	$1,054.20
14460	12	638-320-12-00	$1,054.22	$1,054.20
14460	13	638-320-13-00	$1,054.22	$1,054.20
14460	14	638-320-14-00	$1,054.22	$1,054.20
14460	15	638-320-15-00	$1,076.04	$1,076.04
14460	16	638-320-16-00	$1,076.04	$1,076.04
14460	17	638-320-17-00	$1,076.04	$1,076.04
14460	18	638-320-18-00	$1,076.04	$1,076.04
14460	19	638-320-19-00	$1,076.04	$1,076.04
14460	20	638-320-20-00	$1,076.04	$1,076.04
14460	21	638-320-21-00	$1,076.04	$1,076.04
14460	22	638-320-22-00	$1,076.04	$1,076.04
14460	23	638-320-23-00	$1,076.04	$1,076.04
14460	24	638-320-24-00	$1,076.04	$1,076.04
14460	25	638-320-25-00	$1,076.04	$1,076.04
14460	26	638-320-26-00	$1,076.04	$1,076.04
14460	27	638-320-27-00	$1,076.04	$1,076.04
14460	28	638-320-28-00	$1,076.04	$1,076.04
14460	29	638-320-29-00	$1,076.04	$1,076.04
14460	30	638-320-30-00	$1,076.04	$1,076.04
14460	31	638-320-31-00	$1,076.04	$1,076.04
14460	82	638-320-32-00	$1,076.04	$1,076.04
14460	83	638-320-33-00	$1,076.04	$1,076.04
14460	84	638-320-34-00	$1,076.04	$1,076.04
14460	85	638-320-35-00	$1,076.04	$1,076.04
14460	86	638-320-36-00	$1,076.04	$1,076.04

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	87	638-320-37-00	$1,076.04	$1,076.04
14460	88	638-320-38-00	$1,076.04	$1,076.04
14460	A	638-320-39-00	$0.00	$0.00
14460	B	638-320-40-00	$0.00	$0.00
14460	C	638-320-41-00	$0.00	$0.00
14460	32	638-321-01-00	$1,076.04	$1,076.04
14460	33	638-321-02-00	$1,076.04	$1,076.04
14460	34	638-321-03-00	$1,076.04	$1,076.04
14460	35	638-321-04-00	$1,076.04	$1,076.04
14460	36	638-321-05-00	$1,076.04	$1,076.04
14460	37	638-321-06-00	$1,076.04	$1,076.04
14460	38	638-321-07-00	$1,076.04	$1,076.04
14460	39	638-321-08-00	$1,076.04	$1,076.04
14460	40	638-321-09-00	$1,076.04	$1,076.04
14460	41	638-321-10-00	$1,076.04	$1,076.04
14460	42	638-321-11-00	$1,076.04	$1,076.04
14460	43	638-321-12-00	$1,076.04	$1,076.04
14460	44	638-321-13-00	$1,076.04	$1,076.04
14460	45	638-321-14-00	$1,076.04	$1,076.04
14460	46	638-321-15-00	$1,076.04	$1,076.04
14460	47	638-321-16-00	$1,076.04	$1,076.04
14460	48	638-321-17-00	$1,076.04	$1,076.04
14460	49	638-321-18-00	$1,076.04	$1,076.04
14460	50	638-321-19-00	$1,076.04	$1,076.04
14460	51	638-321-20-00	$1,076.04	$1,076.04
14460	52	638-321-21-00	$1,076.04	$1,076.04
14460	53	638-321-22-00	$1,076.04	$1,076.04
14460	54	638-321-23-00	$1,076.04	$1,076.04
14460	55	638-321-24-00	$1,076.04	$1,076.04
14460	56	638-321-25-00	$1,076.04	$1,076.04
14460	57	638-321-26-00	$1,076.04	$1,076.04
14460	58	638-321-27-00	$1,076.04	$1,076.04
14460	59	638-321-28-00	$1,076.04	$1,076.04
14460	60	638-321-29-00	$1,076.04	$1,076.04
14460	61	638-321-30-00	$1,076.04	$1,076.04
14460	62	638-321-31-00	$1,076.04	$1,076.04
14460	63	638-321-32-00	$1,076.04	$1,076.04
14460	64	638-321-33-00	$1,076.04	$1,076.04
14460	65	638-321-34-00	$1,076.04	$1,076.04
14460	66	638-321-35-00	$1,076.04	$1,076.04
14460	67	638-321-36-00	$1,076.04	$1,076.04
14460	68	638-321-37-00	$1,076.04	$1,076.04

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	69	638-321-38-00	$1,076.04	$1,076.04
14460	70	638-321-39-00	$1,076.04	$1,076.04
14460	71	638-321-40-00	$1,076.04	$1,076.04
14460	72	638-321-41-00	$1,076.04	$1,076.04
14460	73	638-321-42-00	$1,076.04	$1,076.04
14460	74	638-321-43-00	$1,076.04	$1,076.04
14460	75	638-321-44-00	$1,076.04	$1,076.04
14460	76	638-321-45-00	$1,076.04	$1,076.04
14460	77	638-321-46-00	$1,076.04	$1,076.04
14460	78	638-321-47-00	$1,076.04	$1,076.04
14460	79	638-321-48-00	$1,076.04	$1,076.04
14460	80	638-321-49-00	$1,076.04	$1,076.04
14460	81	638-321-50-00	$1,076.04	$1,076.04
14460	D	638-321-51-00	$0.00	$0.00
14460	E	638-321-52-00	$0.00	$0.00
14775	A	645-042-01-00	$0.00	$0.00
14775	L	645-042-02-00	$0.00	$0.00
14775	M	645-042-03-00	$0.00	$0.00
14775	O	645-042-04-00	$0.00	$0.00
14775	P	645-042-05-00	$0.00	$0.00
14775	V	645-042-07-00	$0.00	$0.00
14775	X	645-042-08-00	$0.00	$0.00
14775	Y	645-042-09-00	$0.00	$0.00
14775	Z	645-042-10-00	$0.00	$0.00
14519	1	645-320-01-00	$1,145.12	$1,145.12
14519	2	645-320-02-00	$1,145.12	$1,145.12
14519	3	645-320-03-00	$1,145.12	$1,145.12
14519	4	645-320-04-00	$1,145.12	$1,145.12
14519	5	645-320-05-00	$1,145.12	$1,145.12
14519	6	645-320-06-00	$1,145.12	$1,145.12
14519	7	645-320-07-00	$1,145.12	$1,145.12
14519	8	645-320-08-00	$1,145.12	$1,145.12
14519	9	645-320-09-00	$1,145.12	$1,145.12
14519	10	645-320-10-00	$1,145.12	$1,145.12
14519	11	645-320-11-00	$1,145.12	$1,145.12
14519	12	645-320-12-00	$1,145.12	$1,145.12
14519	13	645-320-13-00	$1,145.12	$1,145.12
14519	14	645-320-14-00	$1,145.12	$1,145.12
14519	15	645-320-15-00	$1,145.12	$1,145.12
14519	16	645-320-16-00	$1,145.12	$1,145.12
14519	17	645-320-17-00	$1,145.12	$1,145.12
14519	18	645-320-18-00	$1,145.12	$1,145.12

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	19	645-320-19-00	$1,145.12	$1,145.12
14519	20	645-320-20-00	$1,145.12	$1,145.12
14519	21	645-320-21-00	$1,145.12	$1,145.12
14519	22	645-320-22-00	$1,145.12	$1,145.12
14519	23	645-320-23-00	$1,145.12	$1,145.12
14519	24	645-320-24-00	$1,145.12	$1,145.12
14519	25	645-320-25-00	$1,145.12	$1,145.12
14519	26	645-320-26-00	$1,145.12	$1,145.12
14519	27	645-320-27-00	$1,076.04	$1,076.04
14519	28	645-320-28-00	$1,076.04	$1,076.04
14519	29	645-320-29-00	$1,076.04	$1,076.04
14519	30	645-320-30-00	$1,076.04	$1,076.04
14519	31	645-320-31-00	$1,076.04	$1,076.04
14519	32	645-320-32-00	$1,076.04	$1,076.04
14519	33	645-320-33-00	$1,076.04	$1,076.04
14519	34	645-320-34-00	$1,076.04	$1,076.04
14519	35	645-320-35-00	$1,076.04	$1,076.04
14519	36	645-320-36-00	$1,076.04	$1,076.04
14519	37	645-320-37-00	$1,076.04	$1,076.04
14519	38	645-320-38-00	$1,076.04	$1,076.04
14519	39	645-320-39-00	$1,076.04	$1,076.04
14519	40	645-320-40-00	$1,076.04	$1,076.04
14519	41	645-320-41-00	$1,076.04	$1,076.04
14519	42	645-320-42-00	$1,076.04	$1,076.04
14519	43	645-320-43-00	$1,076.04	$1,076.04
14519	44	645-320-44-00	$1,076.04	$1,076.04
14519	45	645-320-45-00	$1,076.04	$1,076.04
14519	46	645-320-46-00	$1,076.04	$1,076.04
14519	47	645-320-47-00	$1,076.04	$1,076.04
14519	48	645-320-48-00	$1,076.04	$1,076.04
14519	49	645-320-49-00	$1,076.04	$1,076.04
14519	50	645-320-50-00	$1,076.04	$1,076.04
14519	51	645-320-51-00	$1,076.04	$1,076.04
14519	52	645-320-52-00	$1,076.04	$1,076.04
14519	53	645-320-53-00	$1,076.04	$1,076.04
14519	54	645-320-54-00	$1,076.04	$1,076.04
14519	55	645-320-55-00	$1,076.04	$1,076.04
14519	56	645-320-56-00	$1,076.04	$1,076.04
14519	57	645-320-57-00	$1,076.04	$1,076.04
14519	58	645-320-58-00	$1,076.04	$1,076.04
14519	59	645-320-59-00	$1,076.04	$1,076.04
14519	60	645-320-60-00	$1,076.04	$1,076.04

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	61	645-320-61-00	$1,076.04	$1,076.04
14519	62	645-320-62-00	$1,145.12	$1,145.12
14519	63	645-320-63-00	$1,145.12	$1,145.12
14519	64	645-320-64-00	$1,145.12	$1,145.12
14519	65	645-320-65-00	$1,145.12	$1,145.12
14519	66	645-320-66-00	$1,145.12	$1,145.12
14519	67	645-320-67-00	$1,145.12	$1,145.12
14519	68	645-320-68-00	$1,145.12	$1,145.12
14519	69	645-320-69-00	$1,145.12	$1,145.12
14519	70	645-320-70-00	$1,145.12	$1,145.12
14519	A	645-320-71-00	$0.00	$0.00
14519	B	645-320-72-00	$0.00	$0.00
14519	C	645-320-73-00	$0.00	$0.00
14671	1	645-330-01-00	$1,145.12	$1,145.12
14671	2	645-330-02-00	$1,076.04	$1,076.04
14671	3	645-330-03-00	$1,076.04	$1,076.04
14671	4	645-330-04-00	$1,076.04	$1,076.04
14671	5	645-330-05-00	$1,076.04	$1,076.04
14671	6	645-330-06-00	$1,076.04	$1,076.04
14671	7	645-330-07-00	$1,076.04	$1,076.04
14671	8	645-330-08-00	$1,076.04	$1,076.04
14671	9	645-330-09-00	$1,076.04	$1,076.04
14671	10	645-330-10-00	$1,076.04	$1,076.04
14671	11	645-330-11-00	$1,076.04	$1,076.04
14671	12	645-330-12-00	$1,076.04	$1,076.04
14671	13	645-330-13-00	$1,076.04	$1,076.04
14671	14	645-330-14-00	$1,076.04	$1,076.04
14671	15	645-330-15-00	$1,076.04	$1,076.04
14671	16	645-330-16-00	$1,076.04	$1,076.04
14671	17	645-330-17-00	$1,076.04	$1,076.04
14671	18	645-330-18-00	$1,076.04	$1,076.04
14671	19	645-330-19-00	$1,076.04	$1,076.04
14671	20	645-330-20-00	$1,076.04	$1,076.04
14671	21	645-330-21-00	$1,076.04	$1,076.04
14671	22	645-330-22-00	$1,076.04	$1,076.04
14671	23	645-330-23-00	$1,076.04	$1,076.04
14671	24	645-330-24-00	$1,076.04	$1,076.04
14671	25	645-330-25-00	$1,076.04	$1,076.04
14671	26	645-330-26-00	$1,076.04	$1,076.04
14671	27	645-330-27-00	$1,076.04	$1,076.04
14671	28	645-330-28-00	$1,076.04	$1,076.04
14671	29	645-330-29-00	$1,076.04	$1,076.04

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14671	30	645-330-30-00	$1,076.04	$1,076.04
14671	31	645-330-31-00	$1,076.04	$1,076.04
14671	32	645-330-32-00	$1,076.04	$1,076.04
14671	33	645-330-33-00	$1,076.04	$1,076.04
14671	34	645-330-34-00	$1,076.04	$1,076.04
14671	35	645-330-35-00	$1,076.04	$1,076.04
14671	36	645-330-36-00	$1,076.04	$1,076.04
14671	37	645-330-37-00	$1,076.04	$1,076.04
14671	38	645-330-38-00	$1,076.04	$1,076.04
14671	39	645-330-39-00	$1,076.04	$1,076.04
14671	40	645-330-40-00	$1,076.04	$1,076.04
14671	41	645-330-41-00	$1,076.04	$1,076.04
14671	42	645-330-42-00	$1,076.04	$1,076.04
14671	43	645-330-43-00	$1,076.04	$1,076.04
14671	44	645-330-44-00	$1,076.04	$1,076.04
14671	45	645-330-45-00	$1,076.04	$1,076.04
14671	46	645-330-46-00	$1,076.04	$1,076.04
14671	47	645-330-47-00	$1,076.04	$1,076.04
14671	48	645-330-48-00	$1,076.04	$1,076.04
14671	49	645-330-49-00	$1,076.04	$1,076.04
14671	50	645-330-50-00	$1,076.04	$1,076.04
14671	51	645-330-51-00	$1,076.04	$1,076.04
14671	52	645-330-52-00	$1,076.04	$1,076.04
14671	53	645-330-53-00	$1,076.04	$1,076.04
14671	54	645-330-54-00	$1,076.04	$1,076.04
14671	55	645-330-55-00	$1,076.04	$1,076.04
14671	56	645-330-56-00	$1,076.04	$1,076.04
14671	57	645-330-57-00	$1,076.04	$1,076.04
14671	58	645-330-58-00	$1,076.04	$1,076.04
14671	59	645-330-59-00	$1,076.04	$1,076.04
14671	A	645-330-60-00	$0.00	$0.00
14755	1	645-350-01-00	$1,145.12	$1,145.12
14755	2	645-350-02-00	$1,145.12	$1,145.12
14755	3	645-350-03-00	$1,145.12	$1,145.12
14755	4	645-350-04-00	$1,145.12	$1,145.12
14755	5	645-350-05-00	$1,145.12	$1,145.12
14755	6	645-350-06-00	$1,145.12	$1,145.12
14755	7	645-350-07-00	$1,145.12	$1,145.12
14755	8	645-350-08-00	$1,145.12	$1,145.12
14755	9	645-350-09-00	$1,145.12	$1,145.12
14755	10	645-350-10-00	$1,145.12	$1,145.12
14755	11	645-350-11-00	$1,145.12	$1,145.12

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	12	645-350-12-00	$1,145.12	$1,145.12
14755	13	645-350-13-00	$1,145.12	$1,145.12
14755	14	645-350-14-00	$1,145.12	$1,145.12
14755	15	645-350-15-00	$1,145.12	$1,145.12
14755	16	645-350-16-00	$1,145.12	$1,145.12
14755	17	645-350-17-00	$1,145.12	$1,145.12
14755	18	645-350-18-00	$1,145.12	$1,145.12
14755	19	645-350-19-00	$1,145.12	$1,145.12
14755	20	645-350-20-00	$1,145.12	$1,145.12
14755	21	645-350-21-00	$1,145.12	$1,145.12
14755	22	645-350-22-00	$1,145.12	$1,145.12
14755	23	645-350-23-00	$1,145.12	$1,145.12
14755	24	645-350-24-00	$1,145.12	$1,145.12
14755	25	645-350-25-00	$1,145.12	$1,145.12
14755	26	645-350-26-00	$1,145.12	$1,145.12
14755	27	645-350-27-00	$1,145.12	$1,145.12
14755	28	645-350-28-00	$1,145.12	$1,145.12
14755	29	645-350-29-00	$1,145.12	$1,145.12
14755	30	645-350-30-00	$1,145.12	$1,145.12
14755	31	645-350-31-00	$1,145.12	$1,145.12
14755	32	645-350-32-00	$1,145.12	$1,145.12
14755	33	645-350-33-00	$1,145.12	$1,145.12
14755	34	645-350-34-00	$1,145.12	$1,145.12
14755	35	645-350-35-00	$1,145.12	$1,145.12
14755	36	645-350-36-00	$1,145.12	$1,145.12
14755	37	645-350-37-00	$1,145.12	$1,145.12
14755	38	645-350-38-00	$1,145.12	$1,145.12
14755	39	645-350-39-00	$1,145.12	$1,145.12
14755	40	645-350-40-00	$1,145.12	$1,145.12
14755	41	645-350-41-00	$1,145.12	$1,145.12
14755	42	645-350-42-00	$1,145.12	$1,145.12
14755	43	645-350-43-00	$1,145.12	$1,145.12
14755	44	645-350-44-00	$1,145.12	$1,145.12
14755	45	645-350-45-00	$1,145.12	$1,145.12
14755	46	645-350-46-00	$1,145.12	$1,145.12
14755	47	645-350-47-00	$1,145.12	$1,145.12
14755	48	645-350-48-00	$1,145.12	$1,145.12
14755	49	645-350-49-00	$1,145.12	$1,145.12
14755	50	645-350-50-00	$1,145.12	$1,145.12
14755	51	645-350-51-00	$1,145.12	$1,145.12
14755	52	645-350-52-00	$1,145.12	$1,145.12
14755	53	645-350-53-00	$1,145.12	$1,145.12

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	54	645-350-54-00	$1,145.12	$1,145.12
14755	55	645-350-55-00	$1,145.12	$1,145.12
14755	56	645-350-56-00	$1,145.12	$1,145.12
14755	57	645-350-57-00	$1,145.12	$1,145.12
14755	58	645-350-58-00	$1,145.12	$1,145.12
14755	59	645-350-59-00	$1,145.12	$1,145.12
14755	60	645-350-60-00	$1,145.12	$1,145.12
14755	61	645-350-61-00	$1,145.12	$1,145.12
14755	62	645-350-62-00	$1,145.12	$1,145.12
14755	63	645-350-63-00	$1,145.12	$1,145.12
14755	64	645-350-64-00	$1,145.12	$1,145.12
14755	B	645-350-65-00	$0.00	$0.00
14755	C	645-350-66-00	$0.00	$0.00
14755	D	645-350-67-00	$0.00	$0.00
14755	E	645-350-68-00	$0.00	$0.00
14755	65	645-351-01-00	$1,145.12	$1,145.12
14755	66	645-351-02-00	$1,145.12	$1,145.12
14755	67	645-351-03-00	$1,145.12	$1,145.12
14755	68	645-351-04-00	$1,145.12	$1,145.12
14755	69	645-351-05-00	$1,145.12	$1,145.12
14755	70	645-351-06-00	$1,145.12	$1,145.12
14755	71	645-351-07-00	$1,145.12	$1,145.12
14755	72	645-351-08-00	$1,145.12	$1,145.12
14755	73	645-351-09-00	$1,145.12	$1,145.12
14755	74	645-351-10-00	$1,145.12	$1,145.12
14755	75	645-351-11-00	$1,145.12	$1,145.12
14755	76	645-351-12-00	$1,145.12	$1,145.12
14755	77	645-351-13-00	$1,145.12	$1,145.12
14755	78	645-351-14-00	$1,145.12	$1,145.12
14755	79	645-351-15-00	$1,145.12	$1,145.12
14755	80	645-351-16-00	$1,145.12	$1,145.12
14755	81	645-351-17-00	$1,145.12	$1,145.12
14755	82	645-351-18-00	$1,145.12	$1,145.12
14755	83	645-351-19-00	$1,145.12	$1,145.12
14755	84	645-351-20-00	$1,145.12	$1,145.12
14755	85	645-351-21-00	$1,145.12	$1,145.12
14755	86	645-351-22-00	$1,145.12	$1,145.12
14755	123	645-351-23-00	$1,145.12	$1,145.12
14755	124	645-351-24-00	$1,145.12	$1,145.12
14755	125	645-351-25-00	$1,145.12	$1,145.12
14755	126	645-351-26-00	$1,145.12	$1,145.12
14755	127	645-351-27-00	$1,145.12	$1,145.12

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	128	645-351-28-00	$1,145.12	$1,145.12
14755	129	645-351-29-00	$1,145.12	$1,145.12
14755	F	645-351-30-00	$0.00	$0.00
14755	G	645-351-31-00	$0.00	$0.00
14755	H	645-351-32-00	$0.00	$0.00
14755	I	645-351-33-00	$0.00	$0.00
14755	J	645-351-34-00	$0.00	$0.00
14755	Q	645-351-35-00	$0.00	$0.00
14755	R	645-351-36-00	$0.00	$0.00
14755	S	645-351-37-00	$0.00	$0.00
14755	W	645-351-38-00	$0.00	$0.00
14755	87	645-352-01-00	$1,145.12	$1,145.12
14755	88	645-352-02-00	$1,145.12	$1,145.12
14755	89	645-352-03-00	$1,145.12	$1,145.12
14755	90	645-352-04-00	$1,145.12	$1,145.12
14755	91	645-352-05-00	$1,145.12	$1,145.12
14755	92	645-352-06-00	$1,145.12	$1,145.12
14755	93	645-352-07-00	$1,145.12	$1,145.12
14755	94	645-352-08-00	$1,145.12	$1,145.12
14755	95	645-352-09-00	$1,145.12	$1,145.12
14755	96	645-352-10-00	$1,145.12	$1,145.12
14755	97	645-352-11-00	$1,145.12	$1,145.12
14755	98	645-352-12-00	$1,145.12	$1,145.12
14755	99	645-352-13-00	$1,145.12	$1,145.12
14755	100	645-352-14-00	$1,145.12	$1,145.12
14755	101	645-352-15-00	$1,145.12	$1,145.12
14755	102	645-352-16-00	$1,145.12	$1,145.12
14755	103	645-352-17-00	$1,145.12	$1,145.12
14755	104	645-352-18-00	$1,145.12	$1,145.12
14755	105	645-352-19-00	$1,145.12	$1,145.12
14755	106	645-352-20-00	$1,145.12	$1,145.12
14755	107	645-352-21-00	$1,145.12	$1,145.12
14755	108	645-352-22-00	$1,145.12	$1,145.12
14755	109	645-352-23-00	$1,145.12	$1,145.12
14755	110	645-352-24-00	$1,145.12	$1,145.12
14755	111	645-352-25-00	$1,145.12	$1,145.12
14755	112	645-352-26-00	$1,145.12	$1,145.12
14755	113	645-352-27-00	$1,145.12	$1,145.12
14755	114	645-352-28-00	$1,145.12	$1,145.12
14755	115	645-352-29-00	$1,145.12	$1,145.12
14755	116	645-352-30-00	$1,145.12	$1,145.12
14755	117	645-352-31-00	$1,145.12	$1,145.12

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	118	645-352-32-00	$1,145.12	$1,145.12
14755	119	645-352-33-00	$1,145.12	$1,145.12
14755	120	645-352-34-00	$1,145.12	$1,145.12
14755	121	645-352-35-00	$1,145.12	$1,145.12
14755	122	645-352-36-00	$1,145.12	$1,145.12
14755	130	645-352-37-00	$1,145.12	$1,145.12
14755	131	645-352-38-00	$1,145.12	$1,145.12
14755	132	645-352-39-00	$1,145.12	$1,145.12
14755	133	645-352-40-00	$1,145.12	$1,145.12
14755	134	645-352-41-00	$1,145.12	$1,145.12
14755	135	645-352-42-00	$1,145.12	$1,145.12
14755	136	645-352-43-00	$1,145.12	$1,145.12
14755	137	645-352-44-00	$1,145.12	$1,145.12
14755	138	645-352-45-00	$1,145.12	$1,145.12
14755	139	645-352-46-00	$1,145.12	$1,145.12
14755	140	645-352-47-00	$1,145.12	$1,145.12
14755	141	645-352-48-00	$1,145.12	$1,145.12
14755	142	645-352-49-00	$1,145.12	$1,145.12
14755	143	645-352-50-00	$1,145.12	$1,145.12
14755	144	645-352-51-00	$1,145.12	$1,145.12
14755	145	645-352-52-00	$1,145.12	$1,145.12
14755	146	645-352-53-00	$1,145.12	$1,145.12
14755	147	645-352-54-00	$0.00	$0.00
14755	K	645-352-55-00	$0.00	$0.00
14755	N	645-352-56-00	$0.00	$0.00
14755	T	645-352-57-00	$0.00	$0.00
14843	A	645-360-02-00	$0.00	$0.00
18483	E	645-360-03-00	$0.00	$0.00
14843	1	645-360-04-01	$1,145.12	$1,145.12
14843	1	645-360-04-02	$1,145.12	$1,145.12
14843	1	645-360-04-03	$1,145.12	$1,145.12
14843	1	645-360-04-04	$1,145.12	$1,145.12
14843	1	645-360-04-05	$1,145.12	$1,145.12
14843	1	645-360-04-06	$1,145.12	$1,145.12
14843	1	645-360-04-07	$1,145.12	$1,145.12
14843	1	645-360-04-08	$1,145.12	$1,145.12
14843	1	645-360-04-09	$1,145.12	$1,145.12
14843	1	645-360-04-10	$1,145.12	$1,145.12
14843	1	645-360-05-01	$1,145.12	$1,145.12
14843	1	645-360-05-02	$1,145.12	$1,145.12
14843	1	645-360-05-03	$1,145.12	$1,145.12
14843	1	645-360-05-04	$1,145.12	$1,145.12

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-05-05	$1,145.12	$1,145.12
14843	1	645-360-05-06	$1,145.12	$1,145.12
14843	1	645-360-05-07	$1,145.12	$1,145.12
14843	1	645-360-05-08	$1,145.12	$1,145.12
14843	1	645-360-05-09	$1,145.12	$1,145.12
14843	1	645-360-05-10	$1,145.12	$1,145.12
14843	1	645-360-05-11	$1,145.12	$1,145.12
14843	1	645-360-05-12	$1,145.12	$1,145.12
14843	1	645-360-05-13	$1,145.12	$1,145.12
14843	1	645-360-05-14	$1,145.12	$1,145.12
14843	1	645-360-05-15	$1,145.12	$1,145.12
14843	1	645-360-05-16	$1,145.12	$1,145.12
14843	1	645-360-05-17	$1,145.12	$1,145.12
14843	1	645-360-05-18	$1,145.12	$1,145.12
14843	1	645-360-05-19	$1,145.12	$1,145.12
14843	1	645-360-05-20	$1,145.12	$1,145.12
14843	1	645-360-05-21	$1,145.12	$1,145.12
14843	1	645-360-05-22	$1,145.12	$1,145.12
14843	1	645-360-05-23	$1,145.12	$1,145.12
14843	1	645-360-05-24	$1,145.12	$1,145.12
14843	1	645-360-05-25	$1,145.12	$1,145.12
14843	1	645-360-06-01	$1,145.12	$1,145.12
14843	1	645-360-06-02	$1,145.12	$1,145.12
14843	1	645-360-06-03	$1,145.12	$1,145.12
14843	1	645-360-06-04	$1,145.12	$1,145.12
14843	1	645-360-06-05	$1,145.12	$1,145.12
14843	1	645-360-06-06	$1,145.12	$1,145.12
14843	1	645-360-06-07	$1,145.12	$1,145.12
14843	1	645-360-06-08	$1,145.12	$1,145.12
14843	1	645-360-06-09	$1,145.12	$1,145.12
14843	1	645-360-06-10	$1,145.12	$1,145.12
14843	1	645-360-06-11	$1,145.12	$1,145.12
14843	1	645-360-06-12	$1,145.12	$1,145.12
14843	1	645-360-06-13	$1,145.12	$1,145.12
14843	1	645-360-06-14	$1,145.12	$1,145.12
14843	1	645-360-06-15	$1,145.12	$1,145.12
14843	1	645-360-07-01	$1,145.12	$1,145.12
14843	1	645-360-07-02	$1,145.12	$1,145.12
14843	1	645-360-07-03	$1,145.12	$1,145.12
14843	1	645-360-07-04	$1,145.12	$1,145.12
14843	1	645-360-07-05	$1,145.12	$1,145.12
14843	1	645-360-07-06	$1,145.12	$1,145.12

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-07-07	$1,145.12	$1,145.12
14843	1	645-360-07-08	$1,145.12	$1,145.12
14843	1	645-360-07-09	$1,145.12	$1,145.12
14843	1	645-360-07-10	$1,145.12	$1,145.12
14843	NA	645-360-08-00	$0.00	$0.00
14843	B	645-361-02-00	$0.00	$0.00
14843	C	645-361-03-00	$0.00	$0.00
14843	D	645-361-04-00	$0.00	$0.00
14843	1	645-361-05-01	$1,145.12	$1,145.12
14843	1	645-361-05-02	$1,145.12	$1,145.12
14843	1	645-361-05-03	$1,145.12	$1,145.12
14843	1	645-361-05-04	$1,145.12	$1,145.12
14843	1	645-361-05-05	$1,145.12	$1,145.12
14843	1	645-361-05-06	$1,145.12	$1,145.12
14843	1	645-361-05-07	$1,145.12	$1,145.12
14843	1	645-361-05-08	$1,145.12	$1,145.12
14843	1	645-361-05-09	$1,145.12	$1,145.12
14843	1	645-361-05-10	$1,145.12	$1,145.12
14843	1	645-361-05-11	$1,145.12	$1,145.12
14843	1	645-361-05-12	$1,145.12	$1,145.12
14843	1	645-361-05-13	$1,145.12	$1,145.12
14843	1	645-361-05-14	$1,145.12	$1,145.12
14843	1	645-361-05-15	$1,145.12	$1,145.12
14843	1	645-361-05-16	$1,145.12	$1,145.12
14843	1	645-361-05-17	$1,145.12	$1,145.12
14843	1	645-361-05-18	$1,145.12	$1,145.12
14843	1	645-361-05-19	$1,145.12	$1,145.12
14843	1	645-361-05-20	$1,145.12	$1,145.12
14843	1	645-361-05-21	$1,145.12	$1,145.12
14843	1	645-361-05-22	$1,145.12	$1,145.12
14843	1	645-361-05-23	$1,145.12	$1,145.12
14843	1	645-361-05-24	$1,145.12	$1,145.12
14843	1	645-361-05-25	$1,145.12	$1,145.12
14843	1	645-361-05-26	$1,145.12	$1,145.12
14843	1	645-361-05-27	$1,145.12	$1,145.12
14843	1	645-361-05-28	$1,145.12	$1,145.12
14843	1	645-361-05-29	$1,145.12	$1,145.12
14843	1	645-361-05-30	$1,145.12	$1,145.12
14843	1	645-361-06-01	$1,145.12	$1,145.12
14843	1	645-361-06-02	$1,145.12	$1,145.12
14843	1	645-361-06-03	$1,145.12	$1,145.12
14843	1	645-361-06-04	$1,145.12	$1,145.12

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-06-05	$1,145.12	$1,145.12
14843	1	645-361-06-06	$1,145.12	$1,145.12
14843	1	645-361-06-07	$1,145.12	$1,145.12
14843	1	645-361-06-08	$1,145.12	$1,145.12
14843	1	645-361-06-09	$1,145.12	$1,145.12
14843	1	645-361-06-10	$1,145.12	$1,145.12
14843	1	645-361-06-11	$1,145.12	$1,145.12
14843	1	645-361-06-12	$1,145.12	$1,145.12
14843	1	645-361-06-13	$1,145.12	$1,145.12
14843	1	645-361-06-14	$1,145.12	$1,145.12
14843	1	645-361-06-15	$1,145.12	$1,145.12
14843	1	645-361-06-16	$1,145.12	$1,145.12
14843	1	645-361-06-17	$1,145.12	$1,145.12
14843	1	645-361-06-18	$1,145.12	$1,145.12
14843	1	645-361-06-19	$1,145.12	$1,145.12
14843	1	645-361-06-20	$1,145.12	$1,145.12
14843	1	645-361-07-01	$1,145.12	$1,145.12
14843	1	645-361-07-02	$1,145.12	$1,145.12
14843	1	645-361-07-03	$1,145.12	$1,145.12
14843	1	645-361-07-04	$1,145.12	$1,145.12
14843	1	645-361-07-05	$1,145.12	$1,145.12
14843	1	645-361-07-06	$1,145.12	$1,145.12
14843	1	645-361-07-07	$1,145.12	$1,145.12
14843	1	645-361-07-08	$1,145.12	$1,145.12
14843	1	645-361-07-09	$1,145.12	$1,145.12
14843	1	645-361-07-10	$1,145.12	$1,145.12
14843	1	645-361-07-11	$1,145.12	$1,145.12
14843	1	645-361-07-12	$1,145.12	$1,145.12
14843	1	645-361-07-13	$1,145.12	$1,145.12
14843	1	645-361-07-14	$1,145.12	$1,145.12
14843	1	645-361-07-15	$1,145.12	$1,145.12
14843	1	645-361-07-16	$1,145.12	$1,145.12
14843	1	645-361-07-17	$1,145.12	$1,145.12
14843	1	645-361-07-18	$1,145.12	$1,145.12
14843	1	645-361-07-19	$1,145.12	$1,145.12
14843	1	645-361-07-20	$1,145.12	$1,145.12
14843	1	645-361-07-21	$1,145.12	$1,145.12
14843	1	645-361-07-22	$1,145.12	$1,145.12
14843	1	645-361-07-23	$1,145.12	$1,145.12
14843	1	645-361-07-24	$1,145.12	$1,145.12
14843	1	645-361-07-25	$1,145.12	$1,145.12
14843	1	645-361-08-01	$1,145.12	$1,145.12

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-08-02	$1,145.12	$1,145.12
14843	1	645-361-08-03	$1,145.12	$1,145.12
14843	1	645-361-08-04	$1,145.12	$1,145.12
14843	1	645-361-08-05	$1,145.12	$1,145.12
14843	1	645-361-08-06	$1,145.12	$1,145.12
14843	1	645-361-08-07	$1,145.12	$1,145.12
14843	1	645-361-08-08	$1,145.12	$1,145.12
14843	1	645-361-08-09	$1,145.12	$1,145.12
14843	1	645-361-08-10	$1,145.12	$1,145.12
14843	1	645-361-08-11	$1,145.12	$1,145.12
14843	1	645-361-08-12	$1,145.12	$1,145.12
14843	1	645-361-08-13	$1,145.12	$1,145.12
14843	1	645-361-08-14	$1,145.12	$1,145.12
14843	1	645-361-08-15	$1,145.12	$1,145.12
14843	1	645-361-08-16	$1,145.12	$1,145.12
14843	1	645-361-08-17	$1,145.12	$1,145.12
14843	1	645-361-08-18	$1,145.12	$1,145.12
14843	1	645-361-08-19	$1,145.12	$1,145.12
14843	1	645-361-08-20	$1,145.12	$1,145.12
14843	1	645-361-08-21	$1,145.12	$1,145.12
14843	1	645-361-08-22	$1,145.12	$1,145.12
14843	1	645-361-08-23	$1,145.12	$1,145.12
14843	1	645-361-08-24	$1,145.12	$1,145.12
14843	1	645-361-08-25	$1,145.12	$1,145.12
14843	1	645-361-08-26	$1,145.12	$1,145.12
14843	1	645-361-08-27	$1,145.12	$1,145.12
14843	1	645-361-08-28	$1,145.12	$1,145.12
14843	1	645-361-08-29	$1,145.12	$1,145.12
14843	1	645-361-08-30	$1,145.12	$1,145.12
14843	1	645-361-09-01	$1,145.12	$1,145.12
14843	1	645-361-09-02	$1,145.12	$1,145.12
14843	1	645-361-09-03	$1,145.12	$1,145.12
14843	1	645-361-09-04	$1,145.12	$1,145.12
14843	1	645-361-09-05	$1,145.12	$1,145.12
14843	1	645-361-09-06	$1,145.12	$1,145.12
14843	1	645-361-09-07	$1,145.12	$1,145.12
14843	1	645-361-09-08	$1,145.12	$1,145.12
14843	1	645-361-09-09	$1,145.12	$1,145.12
14843	1	645-361-09-10	$1,145.12	$1,145.12
14843	1	645-361-09-11	$1,145.12	$1,145.12
14843	1	645-361-09-12	$1,145.12	$1,145.12
14843	1	645-361-09-13	$1,145.12	$1,145.12

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-09-14	$1,145.12	$1,145.12
14843	1	645-361-09-15	$1,145.12	$1,145.12
14843	NA	645-361-10-00	$0.00	$0.00
14843	NA	645-361-11-00	$0.00	$0.00

Total Parcels	**928**
Total Taxable Parcels	**877**
Total Maximum Annual Special Tax	**$966,269.72**
Total Assigned Special Tax	**$966,265.12**

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
0	NA	645-040-55-00	$0.00	$0.00
0	NA	645-040-57-00	$41,047.32	$0.00
0	NA	645-040-65-00	$0.00	$0.00
0	NA	645-040-67-00	$0.00	$0.00
0	NA	645-040-72-00	$47,481.07	$0.00
16109	1	645-040-73-00	$217,083.13	$192,214.98
16109	1	645-040-89-69	$1,449.03	$1,212.22
16109	1	645-040-89-70	$1,449.03	$1,212.22
16109	1	645-040-89-71	$1,449.03	$1,212.22
16109	1	645-040-89-72	$1,449.03	$1,212.22
16109	1	645-040-89-73	$1,449.03	$1,212.22
16109	1	645-040-89-74	$994.45	$976.86
16109	1	645-040-89-75	$994.45	$976.86
16109	1	645-040-89-76	$994.45	$976.86
16109	1	645-040-89-77	$994.45	$976.86
16109	1	645-040-89-78	$1,449.03	$1,212.22
16109	1	645-040-89-79	$1,449.03	$1,212.22
16109	1	645-040-89-80	$1,449.03	$1,212.22
16109	1	645-040-89-81	$1,449.03	$1,212.22
16109	1	645-040-89-82	$1,449.03	$1,212.22
16109	1	645-040-91-07	$994.45	$976.86
16109	1	645-040-91-08	$994.45	$976.86
16109	1	645-040-91-09	$1,449.03	$1,212.22
16109	1	645-040-91-10	$1,449.03	$1,212.22
16109	1	645-040-91-11	$1,449.03	$1,212.22
16109	1	645-040-91-12	$1,449.03	$1,212.22
16109	1	645-040-91-27	$1,449.03	$1,212.22
16109	1	645-040-91-28	$1,449.03	$1,212.22
16109	1	645-040-91-29	$1,449.03	$1,212.22
16109	1	645-040-91-30	$1,449.03	$1,212.22
16109	1	645-040-91-31	$994.45	$976.86
16109	1	645-040-91-32	$994.45	$976.86
16109	1	645-040-91-33	$994.45	$976.86
16109	1	645-040-91-34	$994.45	$976.86
16109	1	645-040-91-35	$1,449.03	$1,212.22
16109	1	645-040-91-36	$1,449.03	$1,212.22
16109	1	645-040-91-37	$1,449.03	$1,212.22
16109	1	645-040-91-38	$1,449.03	$1,212.22
16109	1	645-040-91-20	$1,449.03	$1,212.22
16109	1	645-040-91-21	$1,449.03	$1,212.22
16109	1	645-040-91-22	$1,449.03	$1,212.22
16109	1	645-040-91-23	$1,449.03	$1,212.22

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-91-24	$1,449.03	$1,212.22
16109	1	645-040-91-25	$994.45	$976.86
16109	1	645-040-91-26	$994.45	$976.86
16109	1	645-040-91-39	$994.45	$976.86
16109	1	645-040-91-40	$994.45	$976.86
16109	1	645-040-91-41	$1,449.03	$1,212.22
16109	1	645-040-91-42	$1,449.03	$1,212.22
16109	1	645-040-91-43	$1,449.03	$1,212.22
16109	1	645-040-91-44	$1,449.03	$1,212.22
16109	1	645-040-91-45	$1,449.03	$1,212.22
16109	1	645-040-91-46	$1,449.03	$1,212.22
16109	1	645-040-91-47	$1,449.03	$1,212.22
16109	1	645-040-91-48	$1,449.03	$1,212.22
16109	1	645-040-91-49	$1,449.03	$1,212.22
16109	1	645-040-91-50	$1,449.03	$1,212.22
16109	1	645-040-91-51	$994.45	$976.86
16109	1	645-040-91-52	$994.45	$976.86
16109	2	645-040-74-01	$1,238.90	$1,064.18
16109	2	645-040-74-02	$1,142.77	$968.04
16109	2	645-040-74-03	$1,142.77	$968.04
16109	2	645-040-74-04	$1,150.07	$1,064.18
16109	2	645-040-74-05	$1,142.77	$968.04
16109	2	645-040-74-06	$1,142.77	$968.04
16109	2	645-040-74-07	$1,142.77	$968.04
16109	2	645-040-74-08	$1,142.77	$968.04
16109	2	645-040-74-09	$1,150.07	$1,064.18
16109	2	645-040-74-10	$1,142.77	$968.04
16109	2	645-040-74-11	$1,142.77	$968.04
16109	2	645-040-74-12	$1,142.77	$968.04
16109	2	645-040-74-13	$1,142.77	$968.04
16109	2	645-040-74-14	$1,142.77	$968.04
16109	2	645-040-74-15	$1,142.77	$968.04
16109	2	645-040-74-16	$1,150.07	$1,064.18
16109	2	645-040-74-17	$1,142.77	$968.04
16109	2	645-040-74-18	$1,142.77	$968.04
16109	2	645-040-74-19	$1,142.77	$968.04
16109	2	645-040-74-20	$1,142.77	$968.04
16109	2	645-040-74-21	$1,150.07	$1,064.18
16109	2	645-040-74-22	$1,142.77	$968.04
16109	2	645-040-74-23	$1,142.77	$968.04
16109	2	645-040-74-24	$1,142.77	$968.04
16109	2	645-040-74-25	$793.08	$780.10

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-74-26	$793.08	$780.10
16109	2	645-040-74-27	$1,142.77	$968.04
16109	2	645-040-74-28	$1,142.77	$968.04
16109	2	645-040-74-29	$1,142.77	$968.04
16109	2	645-040-74-30	$1,142.77	$968.04
16109	2	645-040-74-31	$1,150.07	$1,064.18
16109	2	645-040-74-32	$1,150.07	$1,064.18
16109	2	645-040-74-33	$1,142.77	$968.04
16109	2	645-040-74-34	$1,142.77	$968.04
16109	2	645-040-74-35	$1,142.77	$968.04
16109	2	645-040-74-36	$793.08	$780.10
16109	2	645-040-74-37	$793.08	$780.10
16109	2	645-040-74-38	$1,142.77	$968.04
16109	2	645-040-74-39	$1,142.77	$968.04
16109	2	645-040-74-40	$1,142.77	$968.04
16109	2	645-040-74-41	$1,150.07	$1,064.18
16109	2	645-040-74-42	$1,142.77	$968.04
16109	2	645-040-74-43	$1,142.77	$968.04
16109	2	645-040-74-44	$1,142.77	$968.04
16109	2	645-040-74-45	$1,142.77	$968.04
16109	2	645-040-74-46	$1,150.07	$1,064.18
16109	2	645-040-74-47	$1,142.77	$968.04
16109	2	645-040-74-48	$1,142.77	$968.04
16109	2	645-040-74-49	$1,142.77	$968.04
16109	2	645-040-74-50	$793.08	$780.10
16109	2	645-040-74-51	$793.08	$780.10
16109	2	645-040-74-52	$1,142.77	$968.04
16109	2	645-040-74-53	$1,142.77	$968.04
16109	2	645-040-74-54	$1,142.77	$968.04
16109	2	645-040-74-55	$1,142.77	$968.04
16109	2	645-040-74-56	$1,150.07	$1,064.18
16109	2	645-040-74-57	$793.08	$780.10
16109	2	645-040-74-58	$793.08	$780.10
16109	2	645-040-74-59	$1,142.77	$968.04
16109	2	645-040-74-60	$1,142.77	$968.04
16109	2	645-040-74-61	$1,142.77	$968.04
16109	2	645-040-74-62	$1,150.07	$1,064.18
16109	2	645-040-74-63	$1,150.07	$1,064.18
16109	2	645-040-74-64	$1,142.77	$968.04
16109	2	645-040-74-65	$1,142.77	$968.04
16109	2	645-040-74-66	$1,142.77	$968.04
16109	2	645-040-74-67	$793.08	$780.10

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-74-68	$793.08	$780.10
0	3	645-040-75-00	$0.00	$0.00
0	0	645-040-76-00	$27,150.42	$0.00
16109	2	645-040-77-01	$793.08	$780.10
16109	2	645-040-77-02	$793.08	$780.10
16109	2	645-040-77-03	$1,142.77	$968.04
16109	2	645-040-77-04	$1,142.77	$968.04
16109	2	645-040-77-05	$1,142.77	$968.04
16109	2	645-040-77-06	$1,150.07	$1,064.18
16109	2	645-040-77-07	$1,150.07	$1,064.18
16109	2	645-040-77-08	$1,142.77	$968.04
16109	2	645-040-77-09	$1,142.77	$968.04
16109	2	645-040-77-10	$793.08	$780.10
16109	2	645-040-77-11	$793.08	$780.10
16109	2	645-040-77-12	$1,150.07	$1,064.18
16109	2	645-040-77-13	$1,142.77	$968.04
16109	2	645-040-77-14	$1,142.77	$968.04
16109	2	645-040-77-15	$1,142.77	$968.04
16109	2	645-040-77-16	$793.08	$415.18
16109	2	645-040-77-17	$793.08	$228.52
16109	2	645-040-77-18	$793.08	$780.10
16109	2	645-040-77-19	$793.08	$780.10
16109	2	645-040-77-20	$1,142.77	$968.04
16109	2	645-040-77-21	$1,142.77	$968.04
16109	2	645-040-77-22	$1,142.77	$968.04
16109	2	645-040-77-23	$1,142.77	$968.04
16109	2	645-040-77-24	$1,150.07	$1,064.18
16109	2	645-040-77-25	$1,150.07	$1,064.18
16109	2	645-040-77-26	$1,142.77	$968.04
16109	2	645-040-77-27	$1,142.77	$968.04
16109	2	645-040-77-28	$1,142.77	$968.04
16109	2	645-040-77-29	$1,142.77	$968.04
16109	2	645-040-77-30	$793.08	$780.10
16109	2	645-040-77-31	$793.08	$780.10
16109	2	645-040-77-32	$1,142.77	$968.04
16109	2	645-040-77-33	$1,142.77	$968.04
16109	2	645-040-77-34	$1,142.77	$968.04
16109	2	645-040-77-35	$1,150.07	$1,064.18
16109	2	645-040-77-36	$1,142.77	$968.04
16109	2	645-040-77-37	$1,142.77	$968.04
16109	2	645-040-77-38	$1,142.77	$968.04
16109	2	645-040-77-39	$1,142.77	$968.04

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-40	$1,150.07	$1,064.18
16109	2	645-040-77-41	$1,142.77	$968.04
16109	2	645-040-77-42	$1,142.77	$968.04
16109	2	645-040-77-43	$1,142.77	$968.04
16109	2	645-040-77-44	$1,162.38	$984.66
16109	2	645-040-77-45	$1,162.38	$984.66
16109	2	645-040-77-46	$1,162.38	$984.66
16109	2	645-040-77-47	$1,169.81	$1,082.44
16109	2	645-040-77-48	$1,162.38	$984.66
16109	2	645-040-77-49	$1,162.38	$984.66
16109	2	645-040-77-50	$1,162.38	$984.66
16109	2	645-040-77-51	$1,162.38	$984.66
16109	2	645-040-77-52	$1,169.81	$1,082.44
16109	2	645-040-77-53	$1,162.38	$984.66
16109	2	645-040-77-54	$1,162.38	$984.66
16109	2	645-040-77-55	$1,162.38	$984.66
16109	2	645-040-77-56	$1,162.38	$984.66
16109	2	645-040-77-57	$1,162.38	$984.66
16109	2	645-040-77-58	$1,162.38	$984.66
16109	2	645-040-77-59	$1,169.81	$1,082.44
16109	2	645-040-77-60	$1,162.38	$984.66
16109	2	645-040-77-61	$1,162.38	$984.66
16109	2	645-040-77-62	$1,162.38	$984.66
16109	2	645-040-77-63	$1,162.38	$984.66
16109	2	645-040-77-64	$1,169.81	$1,082.44
16109	2	645-040-77-65	$1,162.38	$984.66
16109	2	645-040-77-66	$1,162.38	$984.66
16109	2	645-040-77-67	$1,162.38	$984.66
16109	2	645-040-77-68	$1,162.38	$984.66
16109	2	645-040-77-69	$1,162.38	$984.66
16109	2	645-040-77-70	$1,162.38	$984.66
16109	2	645-040-77-71	$1,169.81	$1,082.44
16109	2	645-040-77-72	$1,162.38	$984.66
16109	2	645-040-77-73	$1,162.38	$984.66
16109	2	645-040-77-74	$1,162.38	$984.66
16109	2	645-040-77-75	$1,162.38	$984.66
16109	2	645-040-77-76	$1,169.81	$1,082.44
16109	2	645-040-77-77	$1,162.38	$984.66
16109	2	645-040-77-78	$1,162.38	$984.66
16109	2	645-040-77-79	$1,162.38	$984.66
16109	2	645-040-77-80	$1,162.38	$984.66
16109	2	645-040-77-81	$1,162.38	$984.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-82	$1,162.38	$984.66
16109	2	645-040-77-83	$1,169.81	$1,082.44
16109	2	645-040-77-84	$1,162.38	$984.66
16109	2	645-040-77-85	$1,162.38	$984.66
16109	2	645-040-77-86	$1,162.38	$984.66
16109	2	645-040-77-87	$1,162.38	$984.66
16109	2	645-040-77-88	$1,169.81	$1,082.44
16109	2	645-040-77-89	$1,162.38	$984.66
16109	2	645-040-77-90	$1,162.38	$984.66
16109	2	645-040-77-91	$1,162.38	$984.66
16109	2	645-040-78-01	$806.69	$793.50
16109	2	645-040-78-02	$806.69	$793.50
16109	2	645-040-78-03	$1,162.38	$984.66
16109	2	645-040-78-04	$1,162.38	$984.66
16109	2	645-040-78-05	$1,162.38	$984.66
16109	2	645-040-78-06	$1,169.81	$1,082.44
16109	2	645-040-78-07	$1,169.81	$1,082.44
16109	2	645-040-78-08	$1,162.38	$984.66
16109	2	645-040-78-09	$1,162.38	$984.66
16109	2	645-040-78-10	$1,162.38	$984.66
16109	2	645-040-78-11	$806.69	$793.50
16109	2	645-040-78-12	$806.69	$793.50
16109	2	645-040-78-13	$806.69	$793.50
16109	2	645-040-78-14	$806.69	$793.50
16109	2	645-040-78-15	$1,162.38	$984.66
16109	2	645-040-78-16	$1,162.38	$984.66
16109	2	645-040-78-17	$1,162.38	$984.66
16109	2	645-040-78-18	$1,162.38	$984.66
16109	2	645-040-78-19	$1,169.81	$1,082.44
16109	2	645-040-78-20	$1,169.81	$1,082.44
16109	2	645-040-78-21	$1,162.38	$984.66
16109	2	645-040-78-22	$1,162.38	$984.66
16109	2	645-040-78-23	$1,162.38	$984.66
16109	2	645-040-78-24	$1,162.38	$984.66
16109	2	645-040-78-25	$806.69	$793.50
16109	2	645-040-78-26	$806.69	$793.50
16109	2	645-040-78-27	$806.69	$793.50
16109	2	645-040-78-28	$806.69	$793.50
16109	2	645-040-78-29	$1,162.38	$984.66
16109	2	645-040-78-30	$1,162.38	$984.66
16109	2	645-040-78-31	$1,162.38	$984.66
16109	2	645-040-78-32	$1,162.38	$984.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-33	$1,169.81	$1,082.44
16109	2	645-040-78-34	$806.69	$793.50
16109	2	645-040-78-35	$806.69	$793.50
16109	2	645-040-78-36	$1,162.38	$984.66
16109	2	645-040-78-37	$1,162.38	$984.66
16109	2	645-040-78-38	$1,169.81	$1,082.44
16109	2	645-040-78-39	$1,169.81	$1,082.44
16109	2	645-040-78-40	$1,162.38	$984.66
16109	2	645-040-78-41	$1,162.38	$984.66
16109	2	645-040-78-42	$806.69	$793.50
16109	2	645-040-78-43	$806.69	$793.50
16109	2	645-040-78-44	$806.69	$793.50
16109	2	645-040-78-45	$806.69	$793.50
16109	2	645-040-78-46	$1,162.38	$984.66
16109	2	645-040-78-47	$1,162.38	$984.66
16109	2	645-040-78-48	$1,169.81	$1,082.44
16109	2	645-040-78-49	$806.69	$793.50
16109	2	645-040-78-50	$806.69	$793.50
16109	2	645-040-78-51	$1,162.38	$984.66
16109	2	645-040-78-52	$1,162.38	$984.66
16109	2	645-040-78-53	$1,169.81	$1,082.44
16109	2	645-040-78-54	$1,169.81	$1,082.44
16109	2	645-040-78-55	$1,162.38	$984.66
16109	2	645-040-78-56	$1,162.38	$984.66
16109	2	645-040-78-57	$806.69	$793.50
16109	2	645-040-78-58	$806.69	$793.50
16109	2	645-040-79-01	$987.42	$987.42
16109	2	645-040-79-02	$1,043.33	$1,043.32
16109	2	645-040-79-03	$1,043.33	$1,043.32
16109	2	645-040-79-04	$987.42	$987.42
16109	2	645-040-79-05	$987.42	$987.42
16109	2	645-040-79-06	$1,043.33	$1,043.32
16109	2	645-040-79-07	$1,043.33	$1,043.32
16109	2	645-040-79-08	$987.42	$987.42
16109	2	645-040-79-09	$1,169.81	$1,082.44
16109	2	645-040-79-10	$853.53	$853.52
16109	2	645-040-79-11	$0.00	$0.00
16109	2	645-040-79-12	$853.53	$853.52
16109	2	645-040-79-13	$1,169.81	$1,082.44
16109	2	645-040-79-14	$1,169.81	$1,082.44
16109	2	645-040-79-15	$853.53	$853.52
16109	2	645-040-79-16	$806.69	$793.50

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-79-17	$853.53	$853.52
16109	2	645-040-79-18	$1,169.81	$1,082.44
16109	2	645-040-79-19	$1,169.81	$1,082.44
16109	2	645-040-79-20	$853.53	$853.52
16109	2	645-040-79-21	$806.69	$793.50
16109	2	645-040-79-22	$853.53	$853.52
16109	2	645-040-79-23	$1,169.81	$1,082.44
16109	2	645-040-79-24	$1,169.81	$1,082.44
16109	2	645-040-79-25	$853.53	$853.52
16109	2	645-040-79-26	$806.69	$793.50
16109	2	645-040-79-27	$853.53	$853.52
16109	2	645-040-79-28	$1,169.81	$1,082.44
16109	2	645-040-79-29	$1,136.36	$1,136.34
16109	2	645-040-79-30	$987.42	$987.42
16109	2	645-040-79-31	$1,043.33	$1,043.32
16109	2	645-040-79-32	$1,043.33	$1,043.32
16109	2	645-040-79-33	$1,136.36	$1,136.34
16109	2	645-040-79-34	$1,136.36	$1,136.34
16109	2	645-040-79-35	$987.42	$987.42
16109	2	645-040-79-36	$1,022.87	$1,022.86
16109	2	645-040-79-37	$1,022.87	$1,022.86
16109	2	645-040-79-38	$1,114.08	$1,114.06
16109	2	645-040-79-39	$1,114.08	$1,114.06
16109	2	645-040-79-40	$968.06	$968.04
16109	2	645-040-79-41	$816.69	$816.68
16109	2	645-040-79-42	$878.46	$878.46
16109	2	645-040-79-43	$1,114.08	$1,114.06
16109	2	645-040-79-44	$1,114.08	$1,114.06
16109	2	645-040-79-45	$968.06	$968.04
16109	2	645-040-79-46	$816.69	$816.68
16109	2	645-040-79-47	$878.46	$878.46
16109	2	645-040-79-48	$1,114.08	$1,114.06
16109	2	645-040-79-49	$968.06	$968.04
16109	2	645-040-79-50	$816.69	$816.68
16109	2	645-040-79-51	$968.06	$968.04
16109	2	645-040-79-52	$816.69	$816.68
16109	2	645-040-79-53	$968.06	$968.04
16109	2	645-040-79-54	$1,114.08	$1,114.06
16109	2	645-040-79-55	$968.06	$968.04
16109	2	645-040-79-56	$816.69	$816.68
16109	2	645-040-79-57	$878.46	$878.46
16109	2	645-040-79-58	$1,114.08	$1,114.06

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-79-59	$1,114.08	$1,114.06
16109	2	645-040-79-60	$968.06	$968.04
16109	2	645-040-79-61	$816.69	$816.68
16109	2	645-040-79-62	$878.46	$878.46
16109	2	645-040-79-63	$1,114.08	$1,114.06
16109	2	645-040-80-01	$968.06	$968.04
16109	2	645-040-80-02	$816.69	$816.68
16109	2	645-040-80-03	$968.06	$968.04
16109	2	645-040-80-04	$816.69	$816.68
16109	2	645-040-80-05	$968.06	$968.04
16109	2	645-040-80-06	$1,169.81	$1,082.44
16109	2	645-040-80-07	$853.53	$853.52
16109	2	645-040-80-08	$806.69	$793.50
16109	2	645-040-80-09	$853.53	$853.52
16109	2	645-040-80-10	$1,169.81	$1,082.44
16109	2	645-040-80-11	$1,169.81	$1,082.44
16109	2	645-040-80-12	$853.53	$853.52
16109	2	645-040-80-13	$806.69	$793.50
16109	2	645-040-80-14	$853.53	$853.52
16109	2	645-040-80-15	$1,169.81	$1,082.44
16109	2	645-040-80-16	$1,114.08	$1,114.06
16109	2	645-040-80-17	$968.06	$968.04
16109	2	645-040-80-18	$816.69	$816.68
16109	2	645-040-80-19	$878.46	$878.46
16109	2	645-040-80-20	$1,114.08	$1,114.06
16109	2	645-040-80-21	$1,114.08	$1,114.06
16109	2	645-040-80-22	$968.06	$968.04
16109	2	645-040-80-23	$816.69	$816.68
16109	2	645-040-80-24	$878.46	$878.46
16109	2	645-040-80-25	$1,114.08	$1,114.06
16109	2	645-040-80-26	$1,114.08	$1,114.06
16109	2	645-040-80-27	$968.06	$968.04
16109	2	645-040-80-28	$816.69	$816.68
16109	2	645-040-80-29	$878.46	$878.46
16109	2	645-040-80-30	$1,114.08	$1,114.06
16109	2	645-040-80-31	$1,114.08	$1,114.06
16109	2	645-040-80-32	$968.06	$968.04
16109	2	645-040-80-33	$816.69	$816.68
16109	2	645-040-80-34	$878.46	$878.46
16109	2	645-040-80-35	$1,114.08	$1,114.06
16109	2	645-040-80-36	$1,114.08	$1,114.06
16109	2	645-040-80-37	$878.46	$878.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-80-38	$816.69	$816.68
16109	2	645-040-80-39	$1,114.08	$1,114.06
16109	2	645-040-80-40	$1,114.08	$1,114.06
16109	2	645-040-80-41	$878.46	$878.46
16109	2	645-040-80-42	$816.69	$816.68
16109	2	645-040-80-43	$1,114.08	$1,114.06
16109	2	645-040-80-44	$968.06	$968.04
16109	2	645-040-80-45	$816.69	$816.68
16109	2	645-040-80-46	$968.06	$968.04
16109	2	645-040-80-47	$816.69	$816.68
16109	2	645-040-80-48	$968.06	$968.04
16109	2	645-040-81-00	$0.00	$0.00
16109	2	645-040-82-00	$0.00	$0.00
16109	2	645-040-83-01	$806.69	$793.50
16109	2	645-040-83-02	$806.69	$793.50
16109	2	645-040-83-03	$806.69	$793.50
16109	2	645-040-83-04	$806.69	$793.50
16109	2	645-040-83-05	$806.69	$793.50
16109	2	645-040-83-06	$806.69	$793.50
16109	2	645-040-83-07	$806.69	$793.50
16109	2	645-040-83-08	$1,162.38	$984.66
16109	2	645-040-83-09	$1,162.38	$984.66
16109	2	645-040-83-10	$1,162.38	$984.66
16109	2	645-040-83-11	$1,162.38	$984.66
16109	2	645-040-83-12	$806.69	$793.50
16109	2	645-040-83-13	$806.69	$793.50
16109	2	645-040-83-14	$806.69	$793.50
16109	2	645-040-83-15	$806.69	$793.50
16109	2	645-040-83-16	$806.69	$793.50
16109	2	645-040-83-17	$806.69	$793.50
16109	2	645-040-83-18	$806.69	$793.50
16109	2	645-040-83-19	$1,162.38	$984.66
16109	2	645-040-83-20	$1,162.38	$984.66
16109	2	645-040-83-21	$1,162.38	$984.66
16109	2	645-040-83-22	$1,162.38	$984.66
16109	2	645-040-83-23	$806.69	$793.50
16109	2	645-040-83-24	$806.69	$793.50
16109	2	645-040-83-25	$806.69	$793.50
16109	2	645-040-83-26	$806.69	$793.50
16109	2	645-040-83-27	$806.69	$793.50
16109	2	645-040-83-28	$806.69	$793.50
16109	2	645-040-83-29	$806.69	$793.50

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-83-30	$1,162.38	$984.66
16109	2	645-040-83-31	$1,162.38	$984.66
16109	2	645-040-83-32	$1,162.38	$984.66
16109	2	645-040-83-33	$1,162.38	$984.66
16109	2	645-040-83-34	$806.69	$793.50
16109	2	645-040-83-35	$806.69	$793.50
16109	2	645-040-83-36	$806.69	$793.50
16109	2	645-040-83-37	$806.69	$793.50
16109	2	645-040-83-38	$806.69	$793.50
16109	2	645-040-83-39	$806.69	$793.50
16109	2	645-040-83-40	$806.69	$793.50
16109	2	645-040-83-41	$1,162.38	$984.66
16109	2	645-040-83-42	$1,162.38	$984.66
16109	2	645-040-83-43	$1,162.38	$984.66
16109	2	645-040-83-44	$1,162.38	$984.66
16109	2	645-040-84-00	$0.00	$0.00
16109	2	645-040-85-00	$0.00	$0.00
16109	2	645-040-85-01	$830.81	$816.68
16109	2	645-040-85-02	$830.81	$816.68
16109	2	645-040-85-03	$1,203.73	$1,013.42
16109	2	645-040-85-04	$1,207.62	$1,114.06
16109	2	645-040-85-05	$1,207.62	$1,114.06
16109	2	645-040-85-06	$1,203.73	$1,013.42
16109	2	645-040-85-07	$830.81	$816.68
16109	2	645-040-85-08	$830.81	$816.68
16109	2	645-040-85-09	$1,207.62	$1,114.06
16109	2	645-040-85-10	$1,203.73	$1,013.42
16109	2	645-040-85-11	$1,203.73	$1,013.42
16109	2	645-040-85-12	$1,203.73	$1,013.42
16109	2	645-040-85-13	$830.81	$816.68
16109	2	645-040-85-14	$830.81	$816.68
16109	2	645-040-85-15	$1,207.62	$1,114.06
16109	2	645-040-85-16	$1,203.73	$1,013.42
16109	2	645-040-85-17	$1,203.73	$1,013.42
16109	2	645-040-85-18	$1,203.73	$1,013.42
16109	2	645-040-85-19	$1,203.73	$1,013.42
16109	2	645-040-85-20	$830.81	$816.68
16109	2	645-040-85-21	$830.81	$816.68
16109	2	645-040-85-22	$830.81	$816.68
16109	2	645-040-85-23	$830.81	$816.68
16109	2	645-040-85-24	$1,203.73	$1,013.42
16109	2	645-040-85-25	$1,203.73	$1,013.42

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-26	$1,203.73	$1,013.42
16109	2	645-040-85-27	$1,203.73	$1,013.42
16109	2	645-040-85-28	$1,207.62	$1,114.06
16109	2	645-040-85-29	$830.81	$816.68
16109	2	645-040-85-30	$830.81	$816.68
16109	2	645-040-85-31	$1,203.73	$1,013.42
16109	2	645-040-85-32	$1,207.62	$1,114.06
16109	2	645-040-85-33	$1,207.62	$1,114.06
16109	2	645-040-85-34	$1,203.73	$1,013.42
16109	2	645-040-85-35	$830.81	$816.68
16109	2	645-040-85-36	$830.81	$816.68
16109	2	645-040-85-37	$1,207.62	$1,114.06
16109	2	645-040-85-38	$1,203.73	$1,013.42
16109	2	645-040-85-39	$830.81	$816.68
16109	2	645-040-85-40	$830.81	$816.68
16109	2	645-040-85-41	$830.81	$816.68
16109	2	645-040-85-42	$830.81	$816.68
16109	2	645-040-85-43	$1,203.73	$1,013.42
16109	2	645-040-85-44	$1,203.73	$1,013.42
16109	2	645-040-85-45	$1,203.73	$1,013.42
16109	2	645-040-85-46	$1,207.62	$1,114.06
16109	2	645-040-85-47	$830.81	$816.68
16109	2	645-040-85-48	$830.81	$816.68
16109	2	645-040-85-49	$1,203.73	$1,013.42
16109	2	645-040-85-50	$1,203.73	$1,013.42
16109	2	645-040-85-51	$1,203.73	$1,013.42
16109	2	645-040-85-52	$1,207.62	$1,114.06
16109	2	645-040-85-53	$1,207.62	$1,114.06
16109	2	645-040-85-54	$1,203.73	$1,013.42
16109	2	645-040-85-55	$1,203.73	$1,013.42
16109	2	645-040-85-56	$1,203.73	$1,013.42
16109	2	645-040-85-57	$830.81	$816.68
16109	2	645-040-85-58	$830.81	$816.68
16109	2	645-040-85-59	$830.81	$816.68
16109	2	645-040-85-60	$830.81	$816.68
16109	2	645-040-85-61	$1,203.73	$1,013.42
16109	2	645-040-85-62	$1,207.62	$1,114.06
16109	2	645-040-85-63	$1,207.62	$1,114.06
16109	2	645-040-85-64	$1,203.73	$1,013.42
16109	2	645-040-85-65	$830.81	$816.68
16109	2	645-040-85-66	$830.81	$816.68
16109	2	645-040-85-67	$830.81	$816.68

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-68	$830.81	$816.68
16109	2	645-040-85-69	$1,203.73	$1,013.42
16109	2	645-040-85-70	$1,207.62	$1,114.06
16109	2	645-040-85-71	$1,207.62	$1,114.06
16109	2	645-040-85-72	$1,203.73	$1,013.42
16109	2	645-040-85-73	$830.81	$816.68
16109	2	645-040-85-74	$830.81	$816.68
16109	2	645-040-86-00	$0.00	$0.00
14730	E	645-060-42-00	$0.00	$0.00
14730	180	645-060-43-01	$1,141.70	$966.98
14730	180	645-060-43-02	$1,141.70	$966.98
14730	180	645-060-43-03	$838.20	$838.18
14730	180	645-060-43-04	$1,141.70	$966.98
14730	180	645-060-43-05	$838.20	$838.18
14730	180	645-060-43-06	$1,141.70	$966.98
14730	180	645-060-43-07	$1,141.70	$966.98
14730	180	645-060-43-08	$1,141.70	$966.98
14730	180	645-060-43-09	$838.20	$838.18
14730	180	645-060-43-10	$1,141.70	$966.98
14730	180	645-060-43-11	$838.20	$838.18
14730	180	645-060-43-12	$1,141.70	$966.98
14730	180	645-060-43-13	$1,141.70	$966.98
14730	180	645-060-43-14	$838.20	$838.18
14730	180	645-060-43-15	$838.20	$838.18
14730	180	645-060-43-16	$1,141.70	$966.98
14730	180	645-060-44-01	$1,141.70	$966.98
14730	180	645-060-44-02	$838.20	$838.18
14730	180	645-060-44-03	$1,141.70	$966.98
14730	180	645-060-44-04	$838.20	$838.18
14730	180	645-060-44-05	$1,141.70	$966.98
14730	180	645-060-44-06	$1,141.70	$966.98
14730	180	645-060-44-07	$838.20	$838.18
14730	180	645-060-44-08	$1,141.70	$966.98
14730	180	645-060-44-09	$838.20	$838.18
14730	180	645-060-44-10	$1,141.70	$966.98
14730	180	645-060-44-11	$1,141.70	$966.98
14730	180	645-060-44-12	$838.20	$838.18
14730	180	645-060-44-13	$838.20	$838.18
14730	180	645-060-44-14	$1,141.70	$966.98
14730	180	645-060-45-01	$1,141.70	$966.98
14730	180	645-060-45-02	$838.20	$838.18
14730	180	645-060-45-03	$1,141.70	$966.98

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	180	645-060-45-04	$1,141.70	$966.98
14730	180	645-060-45-05	$838.20	$838.18
14730	180	645-060-45-06	$1,141.70	$966.98
14730	180	645-060-45-07	$1,141.70	$966.98
14730	180	645-060-45-08	$838.20	$838.18
14730	180	645-060-45-09	$838.20	$838.18
14730	180	645-060-45-10	$1,141.70	$966.98
14730	180	645-060-46-00	$0.00	$0.00
14551	1	645-090-38-00	$12,791.58	$0.00
14551	A	645-090-39-00	$0.00	$0.00
13530	1	645-110-01-00	$902.47	$876.28
13530	2	645-110-02-00	$902.47	$876.28
13530	3	645-110-03-00	$868.67	$803.80
13530	4	645-110-04-00	$871.89	$846.66
13530	5	645-110-05-00	$871.89	$846.66
13530	8	645-110-08-00	$868.67	$803.80
13530	9	645-110-09-00	$863.14	$731.18
13530	10	645-110-10-00	$863.14	$731.18
13530	13	645-110-13-00	$902.47	$876.28
13530	14	645-110-14-00	$902.47	$876.28
13530	15	645-110-15-00	$902.47	$876.28
13530	16	645-110-16-00	$902.47	$876.28
13530	17	645-110-17-00	$902.47	$876.28
13530	18	645-110-18-00	$899.26	$831.92
13530	19	645-110-19-00	$902.47	$876.28
13530	20	645-110-20-00	$899.26	$831.92
13530	21	645-110-21-00	$902.47	$876.28
13530	22	645-110-22-00	$902.47	$876.28
13530	23	645-110-23-00	$902.47	$876.28
13530	24	645-110-24-00	$902.47	$876.28
13530	25	645-110-25-00	$899.26	$831.92
13530	26	645-110-26-00	$859.94	$689.86
13530	27	645-110-27-00	$863.14	$731.18
13530	F	645-110-28-00	$0.00	$0.00
13530	PAR 1	645-110-29-00	$902.47	$876.28
13530	PAR 2	645-110-30-00	$902.47	$876.28
13530	PAR 3	645-110-31-00	$902.47	$876.28
13530	PAR 4	645-110-32-00	$899.26	$831.92
13530	28	645-111-01-00	$868.67	$803.80
13530	29	645-111-02-00	$859.94	$689.86
13530	30	645-111-03-00	$868.67	$803.80
13530	31	645-111-04-00	$863.14	$731.18

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	32	645-111-05-00	$859.94	$689.86
13530	33	645-111-06-00	$868.67	$803.80
13530	34	645-111-07-00	$863.14	$731.18
13530	35	645-111-08-00	$868.67	$803.80
13530	36	645-111-09-00	$859.94	$689.86
13530	37	645-111-10-00	$868.67	$803.80
13530	38	645-111-11-00	$863.14	$731.18
13530	39	645-111-12-00	$868.67	$803.80
13530	40	645-111-13-00	$859.94	$689.86
13530	41	645-111-14-00	$868.67	$803.80
13530	42	645-111-15-00	$863.14	$731.18
13530	43	645-111-16-00	$868.67	$803.80
13530	44	645-111-17-00	$863.14	$731.18
13530	45	645-111-18-00	$868.67	$803.80
13530	46	645-111-19-00	$863.14	$731.18
13530	47	645-111-20-00	$868.67	$803.80
13530	77	645-111-21-00	$863.14	$731.18
13530	78	645-111-22-00	$868.67	$803.80
13530	79	645-111-23-00	$859.94	$689.86
13530	80	645-111-24-00	$863.14	$731.18
13530	81	645-111-25-00	$868.67	$803.80
13530	82	645-111-26-00	$859.94	$689.86
13530	83	645-111-27-00	$863.14	$731.18
13530	84	645-111-28-00	$859.94	$689.86
13530	85	645-111-29-00	$859.94	$689.86
13530	86	645-111-30-00	$868.67	$803.80
13530	87	645-111-31-00	$863.14	$731.18
13530	88	645-111-32-00	$868.67	$803.80
13530	89	645-111-33-00	$863.14	$731.18
13530	90	645-111-34-00	$868.67	$803.80
13530	91	645-111-35-00	$859.94	$689.86
13530	92	645-111-36-00	$863.14	$731.18
13530	93	645-111-37-00	$868.67	$803.80
13530	94	645-111-38-00	$863.14	$731.18
13530	95	645-111-39-00	$868.67	$803.80
13530	96	645-111-40-00	$863.14	$731.18
13530	97	645-111-41-00	$859.94	$689.86
13530	98	645-111-42-00	$863.14	$731.18
13530	99	645-111-43-00	$868.67	$803.80
13530	100	645-111-44-00	$863.14	$731.18
13530	101	645-111-45-00	$868.67	$803.80
13530	102	645-111-46-00	$859.94	$689.86

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	103	645-111-47-00	$863.14	$731.18
13530	104	645-111-48-00	$868.67	$803.80
13530	105	645-111-49-00	$863.14	$731.18
13530	106	645-111-50-00	$868.67	$803.80
13530	107	645-111-51-00	$859.94	$689.86
13530	108	645-111-52-00	$863.14	$731.18
13530	109	645-111-53-00	$868.67	$803.80
13530	110	645-111-54-00	$871.89	$846.66
13530	111	645-111-55-00	$868.67	$803.80
13530	112	645-111-56-00	$871.89	$846.66
13530	113	645-111-57-00	$871.89	$846.66
13530	114	645-111-58-00	$871.89	$846.66
13530	115	645-111-59-00	$871.89	$846.66
13530	116	645-111-60-00	$871.89	$846.66
13530	117	645-111-61-00	$871.89	$846.66
13530	118	645-111-62-00	$871.89	$846.66
13530	119	645-111-63-00	$868.67	$803.80
13530	120	645-111-64-00	$871.89	$846.66
13530	121	645-111-65-00	$871.89	$846.66
13530	122	645-111-66-00	$871.89	$846.66
13530	123	645-111-67-00	$871.89	$846.66
13530	124	645-111-68-00	$871.89	$846.66
13530	48	645-112-01-00	$868.67	$803.80
13530	49	645-112-02-00	$859.94	$689.86
13530	50	645-112-03-00	$868.67	$803.80
13530	51	645-112-04-00	$863.14	$731.18
13530	52	645-112-05-00	$868.67	$803.80
13530	53	645-112-06-00	$859.94	$689.86
13530	54	645-112-07-00	$868.67	$803.80
13530	55	645-112-08-00	$863.14	$731.18
13530	56	645-112-09-00	$868.67	$803.80
13530	57	645-112-10-00	$859.94	$689.86
13530	58	645-112-11-00	$868.67	$803.80
13530	59	645-112-12-00	$863.14	$731.18
13530	60	645-112-13-00	$868.67	$803.80
13530	61	645-112-14-00	$859.94	$689.86
13530	62	645-112-15-00	$868.67	$803.80
13530	63	645-112-16-00	$863.14	$731.18
13530	64	645-112-17-00	$859.94	$689.86
13530	65	645-112-18-00	$868.67	$803.80
13530	66	645-112-19-00	$863.14	$731.18
13530	67	645-112-20-00	$868.67	$803.80

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	68	645-112-21-00	$863.14	$731.18
13530	69	645-112-22-00	$868.67	$803.80
13530	70	645-112-23-00	$863.14	$731.18
13530	73	645-112-26-00	$863.14	$731.18
13530	74	645-112-27-00	$868.67	$803.80
13530	75	645-112-28-00	$859.94	$689.86
13530	76	645-112-29-00	$868.67	$803.80
13530	B	645-112-30-00	$0.00	$0.00
13530	D	645-112-31-00	$0.00	$0.00
13530	PAR 1	645-112-32-00	$859.94	$689.86
13530	PAR 2	645-112-33-00	$863.14	$731.18
13530	127	645-113-04-00	$0.00	$0.00
13530	A	645-113-05-00	$0.00	$0.00
13530	A	645-113-06-00	$0.00	$0.00
13530	C	645-113-07-00	$0.00	$0.00
13530	PAR 3	645-113-13-00	$0.00	$0.00
13530	PAR 1	645-113-15-00	$0.00	$0.00
13530	PAR A	645-113-17-00	$0.00	$0.00
13614	1	645-120-01-00	$1,272.65	$1,272.64
13614	2	645-120-02-00	$1,028.95	$1,028.94
13614	3	645-120-03-00	$1,272.65	$1,272.64
13614	4	645-120-04-00	$1,272.65	$1,272.64
13614	5	645-120-05-00	$1,272.65	$1,272.64
13614	6	645-120-06-00	$1,272.65	$1,272.64
13614	7	645-120-07-00	$1,272.65	$1,272.64
13614	8	645-120-08-00	$944.63	$944.62
13614	9	645-120-09-00	$1,168.40	$1,168.38
13614	10	645-120-10-00	$1,168.40	$1,168.38
13614	11	645-120-11-00	$1,168.40	$1,168.38
13614	12	645-120-12-00	$1,028.95	$1,028.94
13614	13	645-120-13-00	$1,168.40	$1,168.38
13614	14	645-120-14-00	$1,168.40	$1,168.38
13614	15	645-120-15-00	$1,168.40	$1,168.38
13614	16	645-120-16-00	$912.70	$912.68
13614	17	645-120-17-00	$912.70	$912.68
13614	18	645-120-18-00	$1,128.91	$1,128.90
13614	19	645-120-19-00	$1,165.32	$1,165.30
13614	20	645-120-20-00	$1,168.40	$1,168.38
13614	21	645-120-21-00	$1,168.40	$1,168.38
13614	22	645-120-22-00	$1,168.40	$1,168.38
13614	A	645-120-23-00	$0.00	$0.00
13614	B	645-120-24-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13614	C	645-120-25-00	$0.00	$0.00
13610	1	645-130-01-00	$868.67	$803.80
13610	2	645-130-02-00	$871.89	$846.66
13610	3	645-130-03-00	$871.89	$846.66
13610	4	645-130-04-00	$868.67	$803.80
13610	5	645-130-05-00	$871.89	$846.66
13610	6	645-130-06-00	$871.89	$846.66
13610	7	645-130-07-00	$871.89	$846.66
13610	8	645-130-08-00	$868.67	$803.80
13610	9	645-130-09-00	$868.67	$803.80
13610	10	645-130-10-00	$871.89	$846.66
13610	11	645-130-11-00	$868.67	$803.80
13610	12	645-130-12-00	$871.89	$846.66
13610	13	645-130-13-00	$871.89	$846.66
13610	14	645-130-14-00	$871.89	$846.66
13610	15	645-130-15-00	$871.89	$846.66
13610	16	645-130-16-00	$871.89	$846.66
13610	17	645-130-17-00	$871.89	$846.66
13610	18	645-130-18-00	$868.67	$803.80
13610	19	645-130-19-00	$871.89	$846.66
13610	20	645-130-20-00	$871.89	$846.66
13610	21	645-130-21-00	$871.89	$846.66
13610	22	645-130-22-00	$868.67	$803.80
13610	23	645-130-23-00	$871.89	$846.66
13610	24	645-130-24-00	$871.89	$846.66
13610	25	645-130-25-00	$868.67	$803.80
13610	26	645-130-26-00	$871.89	$846.66
13610	27	645-130-27-00	$871.89	$846.66
13610	28	645-130-28-00	$871.89	$846.66
13610	29	645-130-29-00	$868.67	$803.80
13610	30	645-130-30-00	$871.89	$846.66
13610	31	645-130-31-00	$871.89	$846.66
13610	32	645-130-32-00	$871.89	$846.66
13610	33	645-130-33-00	$868.67	$803.80
13610	34	645-130-34-00	$871.89	$846.66
13610	35	645-130-35-00	$871.89	$846.66
13610	36	645-130-36-00	$871.89	$846.66
13610	37	645-130-37-00	$871.89	$846.66
13610	38	645-130-38-00	$871.89	$846.66
13610	39	645-130-39-00	$871.89	$846.66
13610	40	645-130-40-00	$868.67	$803.80
13610	41	645-130-41-00	$871.89	$846.66

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	42	645-130-42-00	$871.89	$846.66
13610	43	645-130-43-00	$871.89	$846.66
13610	44	645-130-44-00	$868.67	$803.80
13610	45	645-130-45-00	$871.89	$846.66
13610	46	645-130-46-00	$871.89	$846.66
13610	47	645-130-47-00	$868.67	$803.80
13610	48	645-130-48-00	$871.89	$846.66
13610	49	645-130-49-00	$871.89	$846.66
13610	50	645-130-50-00	$871.89	$846.66
13610	51	645-130-51-00	$871.89	$846.66
13610	52	645-130-52-00	$871.89	$846.66
13610	53	645-130-53-00	$868.67	$803.80
13610	54	645-130-54-00	$871.89	$846.66
13610	55	645-130-55-00	$871.89	$846.66
13610	56	645-130-56-00	$871.89	$846.66
13610	57	645-130-57-00	$871.89	$846.66
13610	58	645-130-58-00	$871.89	$846.66
13610	59	645-130-59-00	$868.67	$803.80
13610	60	645-130-60-00	$871.89	$846.66
13610	61	645-130-61-00	$871.89	$846.66
13610	62	645-130-62-00	$871.89	$846.66
13610	63	645-130-63-00	$868.67	$803.80
13610	64	645-130-64-00	$871.89	$846.66
13610	A	645-130-65-00	$0.00	$0.00
13610	1	645-140-01-00	$912.70	$912.68
13610	2	645-140-02-00	$1,128.91	$1,128.90
13610	3	645-140-03-00	$912.70	$912.68
13610	4	645-140-04-00	$1,128.91	$1,128.90
13610	5	645-140-05-00	$912.70	$912.68
13610	6	645-140-06-00	$1,128.91	$1,128.90
13610	7	645-140-07-00	$912.70	$912.68
13610	8	645-140-08-00	$1,128.91	$1,128.90
13610	9	645-140-09-00	$912.70	$912.68
13610	10	645-140-10-00	$1,128.91	$1,128.90
13610	11	645-140-11-00	$912.70	$912.68
13610	12	645-140-12-00	$1,128.91	$1,128.90
13610	13	645-140-13-00	$912.70	$912.68
13610	14	645-140-14-00	$1,128.91	$1,128.90
13610	15	645-140-15-00	$912.70	$912.68
13610	16	645-140-16-00	$912.70	$912.68
13610	17	645-140-17-00	$1,128.91	$1,128.90
13610	18	645-140-18-00	$1,128.91	$1,128.90

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	19	645-140-19-00	$912.70	$912.68
13610	20	645-140-20-00	$1,128.91	$1,128.90
13610	21	645-140-21-00	$912.70	$912.68
13610	22	645-140-22-00	$1,128.91	$1,128.90
13610	23	645-140-23-00	$912.70	$912.68
13610	24	645-140-24-00	$1,128.91	$1,128.90
13610	25	645-140-25-00	$912.70	$912.68
13610	26	645-140-26-00	$1,128.91	$1,128.90
13610	27	645-140-27-00	$912.70	$912.68
13610	28	645-140-28-00	$1,128.91	$1,128.90
13610	29	645-140-29-00	$912.70	$912.68
13610	30	645-140-30-00	$912.70	$912.68
13610	31	645-140-31-00	$912.70	$912.68
13610	32	645-140-32-00	$912.70	$912.68
13610	33	645-140-33-00	$912.70	$912.68
13610	34	645-140-34-00	$912.70	$912.68
13610	35	645-140-35-00	$912.70	$912.68
13610	36	645-140-36-00	$912.70	$912.68
13610	37	645-140-37-00	$1,128.91	$1,128.90
13610	38	645-140-38-00	$912.70	$912.68
13610	39	645-140-39-00	$1,128.91	$1,128.90
13610	40	645-140-40-00	$912.70	$912.68
13610	41	645-140-41-00	$1,128.91	$1,128.90
13610	42	645-140-42-00	$1,128.91	$1,128.90
13610	43	645-140-43-00	$912.70	$912.68
13610	44	645-140-44-00	$1,128.91	$1,128.90
13610	45	645-140-45-00	$912.70	$912.68
13610	46	645-140-46-00	$912.70	$912.68
13610	47	645-140-47-00	$1,128.91	$1,128.90
13610	48	645-140-48-00	$912.70	$912.68
13613	C	645-140-49-00	$0.00	$0.00
13613	F	645-140-50-00	$0.00	$0.00
13613	H	645-140-51-00	$0.00	$0.00
13613	NA	645-140-52-00	$0.00	$0.00
13613	J	645-140-53-00	$0.00	$0.00
13613	49	645-141-01-00	$912.70	$912.68
13613	50	645-141-02-00	$1,128.91	$1,128.90
13613	51	645-141-03-00	$912.70	$912.68
13613	52	645-141-04-00	$912.70	$912.68
13613	53	645-141-05-00	$1,128.91	$1,128.90
13613	54	645-141-06-00	$912.70	$912.68
13613	55	645-141-07-00	$1,128.91	$1,128.90

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	56	645-141-08-00	$942.15	$942.14
13613	57	645-141-09-00	$1,165.32	$1,165.30
13613	58	645-141-10-00	$942.15	$942.14
13613	59	645-141-11-00	$1,165.32	$1,165.30
13613	60	645-141-12-00	$942.15	$942.14
13613	61	645-141-13-00	$1,165.32	$1,165.30
13613	62	645-141-14-00	$942.15	$942.14
13613	63	645-141-15-00	$1,165.32	$1,165.30
13613	64	645-141-16-00	$942.15	$942.14
13613	65	645-141-17-00	$1,165.32	$1,165.30
13613	66	645-141-18-00	$1,128.91	$1,128.90
13613	67	645-141-19-00	$912.70	$912.68
13613	68	645-141-20-00	$1,128.91	$1,128.90
13613	69	645-141-21-00	$912.70	$912.68
13613	70	645-141-22-00	$1,128.91	$1,128.90
13613	71	645-141-23-00	$912.70	$912.68
13613	72	645-141-24-00	$912.70	$912.68
13613	73	645-141-25-00	$1,128.91	$1,128.90
13613	74	645-141-26-00	$912.70	$912.68
13613	75	645-141-27-00	$1,128.91	$1,128.90
13613	76	645-141-28-00	$912.70	$912.68
13613	77	645-141-29-00	$1,128.91	$1,128.90
13613	78	645-141-30-00	$912.70	$912.68
13613	79	645-141-31-00	$1,128.91	$1,128.90
13613	80	645-141-32-00	$912.70	$912.68
13613	81	645-141-33-00	$942.15	$942.14
13613	82	645-141-34-00	$1,165.32	$1,165.30
13613	83	645-141-35-00	$942.15	$942.14
13613	84	645-141-36-00	$1,165.32	$1,165.30
13613	85	645-141-37-00	$942.15	$942.14
13613	86	645-141-38-00	$1,165.32	$1,165.30
13613	87	645-141-39-00	$942.15	$942.14
13613	88	645-141-40-00	$1,165.32	$1,165.30
13613	89	645-141-41-00	$942.15	$942.14
13613	A	645-141-42-00	$0.00	$0.00
13613	B	645-141-43-00	$0.00	$0.00
13613	90	645-142-01-00	$942.15	$942.14
13613	91	645-142-02-00	$942.15	$942.14
13613	92	645-142-03-00	$1,165.32	$1,165.30
13613	93	645-142-04-00	$942.15	$942.14
13613	94	645-142-05-00	$1,165.32	$1,165.30
13613	95	645-142-06-00	$942.15	$942.14

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	96	645-142-07-00	$1,165.32	$1,165.30
13613	97	645-142-08-00	$1,165.32	$1,165.30
13613	98	645-142-09-00	$942.15	$942.14
13613	99	645-142-10-00	$1,165.32	$1,165.30
13613	100	645-142-11-00	$942.15	$942.14
13613	101	645-142-12-00	$1,165.32	$1,165.30
13613	102	645-142-13-00	$1,165.32	$1,165.30
13613	103	645-142-14-00	$942.15	$942.14
13613	104	645-142-15-00	$942.15	$942.14
13613	105	645-142-16-00	$1,165.32	$1,165.30
13613	106	645-142-17-00	$942.15	$942.14
13613	107	645-142-18-00	$942.15	$942.14
13613	108	645-142-19-00	$942.15	$942.14
13613	109	645-142-20-00	$1,165.32	$1,165.30
13613	110	645-142-21-00	$942.15	$942.14
13613	111	645-142-22-00	$1,165.32	$1,165.30
13613	112	645-142-23-00	$942.15	$942.14
13613	113	645-142-24-00	$1,165.32	$1,165.30
13613	114	645-142-25-00	$942.15	$942.14
13613	115	645-142-26-00	$1,165.32	$1,165.30
13613	116	645-142-27-00	$942.15	$942.14
13613	117	645-142-28-00	$1,165.32	$1,165.30
13613	118	645-142-29-00	$942.15	$942.14
13613	119	645-142-30-00	$1,165.32	$1,165.30
13613	120	645-142-31-00	$942.15	$942.14
13613	121	645-142-32-00	$1,165.32	$1,165.30
13613	122	645-142-33-00	$942.15	$942.14
13613	123	645-142-34-00	$942.15	$942.14
13613	D	645-142-35-00	$0.00	$0.00
13613	E	645-142-36-00	$0.00	$0.00
13613	G	645-142-37-00	$0.00	$0.00
13613	K	645-142-38-00	$0.00	$0.00
13859	1	645-170-01-00	$1,168.40	$1,168.38
13859	2	645-170-02-00	$1,168.40	$1,168.38
13859	3	645-170-03-00	$1,168.40	$1,168.38
13859	4	645-170-04-00	$1,168.40	$1,168.38
13859	5	645-170-05-00	$1,168.40	$1,168.38
13859	6	645-170-06-00	$1,168.40	$1,168.38
13859	7	645-170-07-00	$1,168.40	$1,168.38
13859	8	645-170-08-00	$1,168.40	$1,168.38
13859	9	645-170-09-00	$1,168.40	$1,168.38
13859	10	645-170-10-00	$1,168.40	$1,168.38

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	11	645-170-11-00	$944.63	$944.62
13859	12	645-170-12-00	$1,168.40	$1,168.38
13859	13	645-170-13-00	$1,168.40	$1,168.38
13859	14	645-170-14-00	$1,168.40	$1,168.38
13859	15	645-170-15-00	$1,168.40	$1,168.38
13859	16	645-170-16-00	$1,168.40	$1,168.38
13859	17	645-170-17-00	$1,168.40	$1,168.38
13859	18	645-170-18-00	$944.63	$944.62
13859	102	645-170-19-00	$1,168.40	$1,168.38
13859	103	645-170-20-00	$1,168.40	$1,168.38
13859	104	645-170-21-00	$1,168.40	$1,168.38
13859	105	645-170-22-00	$1,168.40	$1,168.38
13859	106	645-170-23-00	$1,168.40	$1,168.38
13859	107	645-170-24-00	$1,168.40	$1,168.38
13859	A	645-170-25-00	$0.00	$0.00
13859	B	645-170-26-00	$0.00	$0.00
13859	L	645-170-27-00	$0.00	$0.00
13859	19	645-171-01-00	$944.63	$944.62
13859	20	645-171-02-00	$1,168.40	$1,168.38
13859	21	645-171-03-00	$1,168.40	$1,168.38
13859	22	645-171-04-00	$1,168.40	$1,168.38
13859	23	645-171-05-00	$1,168.40	$1,168.38
13859	24	645-171-06-00	$944.63	$944.62
13859	25	645-171-07-00	$1,168.40	$1,168.38
13859	26	645-171-08-00	$1,168.40	$1,168.38
13859	27	645-171-09-00	$944.63	$944.62
13859	28	645-171-10-00	$1,168.40	$1,168.38
13859	29	645-171-11-00	$1,168.40	$1,168.38
13859	47	645-171-12-00	$1,168.40	$1,168.38
13859	48	645-171-13-00	$1,168.40	$1,168.38
13859	49	645-171-14-00	$1,168.40	$1,168.38
13859	50	645-171-15-00	$1,165.32	$1,165.30
13859	51	645-171-16-00	$1,165.32	$1,165.30
13859	52	645-171-17-00	$1,165.32	$1,165.30
13859	53	645-171-18-00	$1,165.32	$1,165.30
13859	54	645-171-19-00	$1,165.32	$1,165.30
13859	55	645-171-20-00	$1,165.32	$1,165.30
13859	56	645-171-21-00	$1,165.32	$1,165.30
13859	57	645-171-22-00	$1,165.32	$1,165.30
13859	58	645-171-23-00	$942.15	$942.14
13859	59	645-171-24-00	$1,165.32	$1,165.30
13859	60	645-171-25-00	$1,165.32	$1,165.30

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	61	645-171-26-00	$1,165.32	$1,165.30
13859	62	645-171-27-00	$1,165.32	$1,165.30
13859	63	645-171-28-00	$942.15	$942.14
13859	64	645-171-29-00	$1,165.32	$1,165.30
13859	65	645-171-30-00	$1,165.32	$1,165.30
13859	66	645-171-31-00	$1,165.32	$1,165.30
13859	67	645-171-32-00	$1,165.32	$1,165.30
13859	68	645-171-33-00	$1,165.32	$1,165.30
13859	69	645-171-34-00	$1,165.32	$1,165.30
13859	70	645-171-35-00	$1,165.32	$1,165.30
13859	71	645-171-36-00	$1,165.32	$1,165.30
13859	72	645-171-37-00	$1,165.32	$1,165.30
13859	73	645-171-38-00	$1,165.32	$1,165.30
13859	74	645-171-39-00	$1,165.32	$1,165.30
13859	75	645-171-40-00	$1,165.32	$1,165.30
13859	76	645-171-41-00	$942.15	$942.14
13859	77	645-171-42-00	$1,165.32	$1,165.30
13859	78	645-171-43-00	$1,165.32	$1,165.30
13859	79	645-171-44-00	$1,168.40	$1,168.38
13859	80	645-171-45-00	$1,168.40	$1,168.38
13859	81	645-171-46-00	$1,168.40	$1,168.38
13859	82	645-171-47-00	$1,168.40	$1,168.38
13859	83	645-171-48-00	$1,168.40	$1,168.38
13859	C	645-171-49-00	$0.00	$0.00
13859	D	645-171-50-00	$0.00	$0.00
13859	H	645-171-51-00	$0.00	$0.00
13859	I	645-171-52-00	$0.00	$0.00
13859	K	645-171-53-00	$0.00	$0.00
13859	30	645-172-01-00	$1,168.40	$1,168.38
13859	31	645-172-02-00	$1,168.40	$1,168.38
13859	32	645-172-03-00	$944.63	$944.62
13859	33	645-172-04-00	$1,168.40	$1,168.38
13859	34	645-172-05-00	$1,168.40	$1,168.38
13859	35	645-172-06-00	$1,168.40	$1,168.38
13859	36	645-172-07-00	$1,168.40	$1,168.38
13859	37	645-172-08-00	$1,168.40	$1,168.38
13859	38	645-172-09-00	$1,168.40	$1,168.38
13859	39	645-172-10-00	$1,168.40	$1,168.38
13859	40	645-172-11-00	$944.63	$944.62
13859	41	645-172-12-00	$1,168.40	$1,168.38
13859	42	645-172-13-00	$944.63	$944.62
13859	43	645-172-14-00	$1,168.40	$1,168.38

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	44	645-172-15-00	$1,168.40	$1,168.38
13859	45	645-172-16-00	$1,168.40	$1,168.38
13859	46	645-172-17-00	$1,168.40	$1,168.38
13859	84	645-172-18-00	$1,168.40	$1,168.38
13859	85	645-172-19-00	$1,168.40	$1,168.38
13859	86	645-172-20-00	$1,168.40	$1,168.38
13859	87	645-172-21-00	$944.63	$944.62
13859	88	645-172-22-00	$1,168.40	$1,168.38
13859	89	645-172-23-00	$1,168.40	$1,168.38
13859	90	645-172-24-00	$944.63	$944.62
13859	91	645-172-25-00	$1,168.40	$1,168.38
13859	92	645-172-26-00	$1,168.40	$1,168.38
13859	93	645-172-27-00	$1,168.40	$1,168.38
13859	94	645-172-28-00	$1,168.40	$1,168.38
13859	95	645-172-29-00	$1,168.40	$1,168.38
13859	96	645-172-30-00	$1,168.40	$1,168.38
13859	97	645-172-31-00	$1,168.40	$1,168.38
13859	98	645-172-32-00	$1,168.40	$1,168.38
13859	99	645-172-33-00	$1,168.40	$1,168.38
13859	100	645-172-34-00	$1,168.40	$1,168.38
13859	101	645-172-35-00	$1,168.40	$1,168.38
13859	E	645-172-36-00	$0.00	$0.00
13859	F	645-172-37-00	$0.00	$0.00
13859	G	645-172-38-00	$0.00	$0.00
13859	J	645-172-39-00	$0.00	$0.00
13859	M	645-172-40-00	$0.00	$0.00
13882	1	645-180-01-00	$0.00	$0.00
13882	4	645-180-04-00	$0.00	$0.00
13882	5	645-180-05-00	$0.00	$0.00
13882	12	645-180-12-00	$16,551.46	$0.00
13882	13	645-180-13-00	$12,933.12	$0.00
13882	14	645-180-14-00	$12,898.38	$0.00
13882	PAR A	645-180-15-00	$0.00	$0.00
13882	PAR B	645-180-16-00	$0.00	$0.00
13882	PAR B	645-180-18-00	$0.00	$0.00
13928	1	645-210-01-00	$1,168.40	$1,168.38
13928	2	645-210-02-00	$1,168.40	$1,168.38
13928	3	645-210-03-00	$1,168.40	$1,168.38
13928	4	645-210-04-00	$1,168.40	$1,168.38
13928	5	645-210-05-00	$1,168.40	$1,168.38
13928	6	645-210-06-00	$944.63	$944.62
13928	7	645-210-07-00	$1,168.40	$1,168.38

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	116	645-210-08-00	$1,168.40	$1,168.38
13928	117	645-210-09-00	$944.63	$944.62
13928	118	645-210-10-00	$1,168.40	$1,168.38
13928	119	645-210-11-00	$1,168.40	$1,168.38
13928	120	645-210-12-00	$1,168.40	$1,168.38
13928	121	645-210-13-00	$1,168.40	$1,168.38
13928	122	645-210-14-00	$944.63	$944.62
13928	123	645-210-15-00	$1,168.40	$1,168.38
13928	124	645-210-16-00	$1,168.40	$1,168.38
13928	125	645-210-17-00	$1,168.40	$1,168.38
13928	126	645-210-18-00	$1,168.40	$1,168.38
13928	127	645-210-19-00	$1,168.40	$1,168.38
13928	128	645-210-20-00	$1,168.40	$1,168.38
13928	129	645-210-21-00	$1,168.40	$1,168.38
13928	130	645-210-22-00	$944.63	$944.62
13928	131	645-210-23-00	$1,168.40	$1,168.38
13928	132	645-210-24-00	$1,168.40	$1,168.38
13928	133	645-210-25-00	$1,168.40	$1,168.38
13928	134	645-210-26-00	$1,168.40	$1,168.38
13928	135	645-210-27-00	$1,168.40	$1,168.38
13928	136	645-210-28-00	$1,168.40	$1,168.38
13928	137	645-210-29-00	$944.63	$944.62
13928	D	645-210-30-00	$0.00	$0.00
13928	E	645-210-31-00	$0.00	$0.00
13928	8	645-211-01-00	$1,168.40	$1,168.38
13928	9	645-211-02-00	$1,168.40	$1,168.38
13928	10	645-211-03-00	$1,168.40	$1,168.38
13928	11	645-211-04-00	$1,168.40	$1,168.38
13928	12	645-211-05-00	$944.63	$944.62
13928	13	645-211-06-00	$1,168.40	$1,168.38
13928	14	645-211-07-00	$1,168.40	$1,168.38
13928	15	645-211-08-00	$944.63	$944.62
13928	16	645-211-09-00	$1,168.40	$1,168.38
13928	17	645-211-10-00	$1,168.40	$1,168.38
13928	18	645-211-11-00	$1,168.40	$1,168.38
13928	19	645-211-12-00	$1,168.40	$1,168.38
13928	20	645-211-13-00	$1,168.40	$1,168.38
13928	21	645-211-14-00	$1,168.40	$1,168.38
13928	22	645-211-15-00	$1,174.46	$1,174.46
13928	23	645-211-16-00	$1,174.46	$1,174.46
13928	24	645-211-17-00	$1,174.46	$1,174.46
13928	25	645-211-18-00	$1,174.46	$1,174.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	26	645-211-19-00	$1,174.46	$1,174.46
13928	27	645-211-20-00	$1,174.46	$1,174.46
13928	28	645-211-21-00	$1,174.46	$1,174.46
13928	29	645-211-22-00	$949.55	$949.54
13928	30	645-211-23-00	$1,174.46	$1,174.46
13928	31	645-211-24-00	$1,174.46	$1,174.46
13928	32	645-211-25-00	$1,174.46	$1,174.46
13928	33	645-211-26-00	$1,174.46	$1,174.46
13928	34	645-211-27-00	$1,174.46	$1,174.46
13928	35	645-211-28-00	$1,174.46	$1,174.46
13928	36	645-211-29-00	$1,174.46	$1,174.46
13928	37	645-211-30-00	$1,174.46	$1,174.46
13928	38	645-211-31-00	$1,174.46	$1,174.46
13928	39	645-211-32-00	$1,174.46	$1,174.46
13928	40	645-211-33-00	$1,174.46	$1,174.46
13928	52	645-211-34-00	$1,174.46	$1,174.46
13928	53	645-211-35-00	$1,174.46	$1,174.46
13928	54	645-211-36-00	$1,174.46	$1,174.46
13928	55	645-211-37-00	$1,174.46	$1,174.46
13928	56	645-211-38-00	$1,174.46	$1,174.46
13928	57	645-211-39-00	$1,174.46	$1,174.46
13928	58	645-211-40-00	$949.55	$949.54
13928	59	645-211-41-00	$1,174.46	$1,174.46
13928	60	645-211-42-00	$949.55	$949.54
13928	61	645-211-43-00	$1,174.46	$1,174.46
13928	62	645-211-44-00	$1,174.46	$1,174.46
13928	63	645-211-45-00	$1,174.46	$1,174.46
13928	64	645-211-46-00	$949.55	$949.54
13928	65	645-211-47-00	$1,174.46	$1,174.46
13928	66	645-211-48-00	$1,174.46	$1,174.46
13928	67	645-211-49-00	$1,174.46	$1,174.46
13928	68	645-211-50-00	$1,174.46	$1,174.46
13928	69	645-211-51-00	$1,168.40	$1,168.38
13928	70	645-211-52-00	$1,168.40	$1,168.38
13928	71	645-211-53-00	$944.63	$944.62
13928	72	645-211-54-00	$1,168.40	$1,168.38
13928	73	645-211-55-00	$1,168.40	$1,168.38
13928	74	645-211-56-00	$1,168.40	$1,168.38
13928	75	645-211-57-00	$1,168.40	$1,168.38
13928	76	645-211-58-00	$1,168.40	$1,168.38
13928	77	645-211-59-00	$1,168.40	$1,168.38
13928	78	645-211-60-00	$1,168.40	$1,168.38

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	79	645-211-61-00	$1,174.46	$1,174.46
13928	80	645-211-62-00	$1,174.46	$1,174.46
13928	81	645-211-63-00	$1,174.46	$1,174.46
13928	82	645-211-64-00	$1,174.46	$1,174.46
13928	83	645-211-65-00	$1,174.46	$1,174.46
13928	84	645-211-66-00	$1,174.46	$1,174.46
13928	108	645-211-67-00	$949.55	$949.54
13928	109	645-211-68-00	$1,174.46	$1,174.46
13928	110	645-211-69-00	$1,168.40	$1,168.38
13928	111	645-211-70-00	$1,168.40	$1,168.38
13928	112	645-211-71-00	$944.63	$944.62
13928	113	645-211-72-00	$1,168.40	$1,168.38
13928	114	645-211-73-00	$1,168.40	$1,168.38
13928	115	645-211-74-00	$1,168.40	$1,168.38
13928	B	645-211-75-00	$0.00	$0.00
13928	C	645-211-76-00	$0.00	$0.00
13928	41	645-212-01-00	$1,198.29	$1,198.28
13928	42	645-212-02-00	$1,198.29	$1,198.28
13928	43	645-212-03-00	$1,198.29	$1,198.28
13928	44	645-212-04-00	$968.82	$968.82
13928	45	645-212-05-00	$1,198.29	$1,198.28
13928	46	645-212-06-00	$1,198.29	$1,198.28
13928	47	645-212-07-00	$1,198.29	$1,198.28
13928	48	645-212-08-00	$1,198.29	$1,198.28
13928	49	645-212-09-00	$1,174.46	$1,174.46
13928	50	645-212-10-00	$1,174.46	$1,174.46
13928	51	645-212-11-00	$949.55	$949.54
13928	85	645-212-12-00	$1,174.46	$1,174.46
13928	86	645-212-13-00	$1,174.46	$1,174.46
13928	87	645-212-14-00	$1,174.46	$1,174.46
13928	88	645-212-15-00	$1,174.46	$1,174.46
13928	89	645-212-16-00	$1,174.46	$1,174.46
13928	90	645-212-17-00	$1,174.46	$1,174.46
13928	91	645-212-18-00	$1,174.46	$1,174.46
13928	92	645-212-19-00	$1,174.46	$1,174.46
13928	93	645-212-20-00	$1,174.46	$1,174.46
13928	94	645-212-21-00	$949.55	$949.54
13928	95	645-212-22-00	$1,174.46	$1,174.46
13928	96	645-212-23-00	$949.55	$949.54
13928	97	645-212-24-00	$1,174.46	$1,174.46
13928	98	645-212-25-00	$1,174.46	$1,174.46
13928	99	645-212-26-00	$1,174.46	$1,174.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	100	645-212-27-00	$1,174.46	$1,174.46
13928	101	645-212-28-00	$1,174.46	$1,174.46
13928	102	645-212-29-00	$949.55	$949.54
13928	103	645-212-30-00	$1,174.46	$1,174.46
13928	104	645-212-31-00	$1,174.46	$1,174.46
13928	105	645-212-32-00	$1,174.46	$1,174.46
13928	106	645-212-33-00	$1,174.46	$1,174.46
13928	107	645-212-34-00	$1,174.46	$1,174.46
13928	155	645-212-35-00	$1,198.29	$1,198.28
13928	156	645-212-36-00	$1,198.29	$1,198.28
13928	157	645-212-37-00	$1,198.29	$1,198.28
13928	158	645-212-38-00	$968.82	$968.82
13928	159	645-212-39-00	$1,198.29	$1,198.28
13928	160	645-212-40-00	$1,198.29	$1,198.28
13928	161	645-212-41-00	$1,198.29	$1,198.28
13928	162	645-212-42-00	$968.82	$968.82
13928	163	645-212-43-00	$1,198.29	$1,198.28
13928	164	645-212-44-00	$1,198.29	$1,198.28
13928	165	645-212-45-00	$1,198.29	$1,198.28
13928	166	645-212-46-00	$1,198.29	$1,198.28
13928	167	645-212-47-00	$1,198.29	$1,198.28
13928	168	645-212-48-00	$1,198.29	$1,198.28
13928	169	645-212-49-00	$1,198.29	$1,198.28
13928	170	645-212-50-00	$968.82	$968.82
13928	171	645-212-51-00	$1,198.29	$1,198.28
13928	172	645-212-52-00	$1,198.29	$1,198.28
13928	173	645-212-53-00	$1,198.29	$1,198.28
13928	174	645-212-54-00	$1,198.29	$1,198.28
13928	175	645-212-55-00	$1,198.29	$1,198.28
13928	176	645-212-56-00	$1,198.29	$1,198.28
13928	177	645-212-57-00	$1,198.29	$1,198.28
13928	178	645-212-58-00	$1,198.29	$1,198.28
13928	179	645-212-59-00	$1,198.29	$1,198.28
13928	180	645-212-60-00	$1,198.29	$1,198.28
13928	181	645-212-61-00	$968.82	$968.82
13928	182	645-212-62-00	$1,198.29	$1,198.28
13928	138	645-213-01-00	$1,198.29	$1,198.28
13928	139	645-213-02-00	$1,198.29	$1,198.28
13928	140	645-213-03-00	$968.82	$968.82
13928	141	645-213-04-00	$1,198.29	$1,198.28
13928	142	645-213-05-00	$1,198.29	$1,198.28
13928	143	645-213-06-00	$1,198.29	$1,198.28

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	144	645-213-07-00	$1,198.29	$1,198.28
13928	145	645-213-08-00	$1,198.29	$1,198.28
13928	146	645-213-09-00	$1,198.29	$1,198.28
13928	147	645-213-10-00	$968.82	$968.82
13928	148	645-213-11-00	$1,198.29	$1,198.28
13928	149	645-213-12-00	$1,198.29	$1,198.28
13928	150	645-213-13-00	$1,198.29	$1,198.28
13928	151	645-213-14-00	$1,198.29	$1,198.28
13928	152	645-213-15-00	$1,198.29	$1,198.28
13928	153	645-213-16-00	$1,198.29	$1,198.28
13928	154	645-213-17-00	$1,198.29	$1,198.28
13928	183	645-213-18-00	$1,198.29	$1,198.28
13928	184	645-213-19-00	$1,198.29	$1,198.28
13928	185	645-213-20-00	$968.82	$968.82
13928	186	645-213-21-00	$1,198.29	$1,198.28
13928	187	645-213-22-00	$1,198.29	$1,198.28
13928	188	645-213-23-00	$1,198.29	$1,198.28
13928	189	645-213-24-00	$1,198.29	$1,198.28
13928	190	645-213-25-00	$1,198.29	$1,198.28
13928	191	645-213-26-00	$968.82	$968.82
13928	192	645-213-27-00	$1,198.29	$1,198.28
13928	193	645-213-28-00	$1,198.29	$1,198.28
13928	194	645-213-29-00	$1,198.29	$1,198.28
13928	195	645-213-30-00	$1,198.29	$1,198.28
13928	196	645-213-31-00	$968.82	$968.82
13928	197	645-213-32-00	$1,198.29	$1,198.28
13928	198	645-213-33-00	$1,198.29	$1,198.28
13928	199	645-213-34-00	$968.82	$968.82
13928	200	645-213-35-00	$1,198.29	$1,198.28
13928	F	645-213-36-00	$0.00	$0.00
13928	A	645-220-01-00	$0.00	$0.00
13928	H	645-220-02-00	$0.00	$0.00
13928	G	645-221-01-00	$0.00	$0.00
14217	1	645-270-01-00	$907.19	$880.84
14217	2	645-270-02-00	$898.45	$760.68
14217	3	645-270-03-00	$903.92	$836.18
14217	4	645-270-04-00	$907.19	$880.84
14217	5	645-270-05-00	$898.45	$760.68
14217	6	645-270-06-00	$903.92	$836.18
14217	7	645-270-07-00	$907.19	$880.84
14217	8	645-270-08-00	$903.92	$836.18
14217	9	645-270-09-00	$898.45	$760.68

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	10	645-270-10-00	$903.92	$836.18
14217	11	645-270-11-00	$898.45	$760.68
14217	12	645-270-12-00	$903.92	$836.18
14217	13	645-270-13-00	$907.19	$880.84
14217	14	645-270-14-00	$898.45	$760.68
14217	15	645-270-15-00	$907.19	$880.84
14217	16	645-270-16-00	$903.92	$836.18
14217	80	645-270-17-00	$907.19	$880.84
14217	81	645-270-18-00	$898.45	$760.68
14217	82	645-270-19-00	$903.92	$836.18
14217	83	645-270-20-00	$903.92	$836.18
14217	84	645-270-21-00	$907.19	$880.84
14217	85	645-270-22-00	$898.45	$760.68
14217	86	645-270-23-00	$903.92	$836.18
14217	87	645-270-24-00	$907.19	$880.84
14217	88	645-270-25-00	$898.45	$760.68
14217	89	645-270-26-00	$903.92	$836.18
14217	90	645-270-27-00	$898.45	$760.68
14217	91	645-270-28-00	$903.92	$836.18
14217	92	645-270-29-00	$898.45	$760.68
14217	93	645-270-30-00	$907.19	$880.84
14217	94	645-270-31-00	$903.92	$836.18
14217	95	645-270-32-00	$907.19	$880.84
14217	96	645-270-33-00	$903.92	$836.18
14217	97	645-270-34-00	$907.19	$880.84
14217	98	645-270-35-00	$903.92	$836.18
14217	99	645-270-36-00	$907.19	$880.84
14217	100	645-270-37-00	$903.92	$836.18
14217	101	645-270-38-00	$907.19	$880.84
14217	102	645-270-39-00	$903.92	$836.18
14217	103	645-270-40-00	$898.45	$760.68
14217	104	645-270-41-00	$907.19	$880.84
14217	105	645-270-42-00	$903.92	$836.18
14217	106	645-270-43-00	$907.19	$880.84
14217	107	645-270-44-00	$898.45	$760.68
14217	108	645-270-45-00	$907.19	$880.84
14217	109	645-270-46-00	$903.92	$836.18
14217	110	645-270-47-00	$907.19	$880.84
14217	111	645-270-48-00	$898.45	$760.68
14217	112	645-270-49-00	$903.92	$836.18
14217	113	645-270-50-00	$907.19	$880.84
14217	114	645-270-51-00	$903.92	$836.18

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	115	645-270-52-00	$907.19	$880.84
14217	116	645-270-53-00	$907.19	$880.84
14217	117	645-270-54-00	$903.92	$836.18
14217	118	645-270-55-00	$898.45	$760.68
14217	119	645-270-56-00	$903.92	$836.18
14217	120	645-270-57-00	$907.19	$880.84
14217	121	645-270-58-00	$903.92	$836.18
14217	122	645-270-59-00	$907.19	$880.84
14217	123	645-270-60-00	$903.92	$836.18
14217	124	645-270-61-00	$898.45	$760.68
14217	125	645-270-62-00	$898.45	$760.68
14217	126	645-270-63-00	$907.19	$880.84
14217	127	645-270-64-00	$903.92	$836.18
14217	128	645-270-65-00	$907.19	$880.84
14217	129	645-270-66-00	$903.92	$836.18
14217	B	645-270-67-00	$0.00	$0.00
14217	C	645-270-68-00	$0.00	$0.00
14217	I	645-270-69-00	$0.00	$0.00
14217	J	645-270-70-00	$0.00	$0.00
14217	K	645-270-71-00	$0.00	$0.00
14217	L	645-270-72-00	$0.00	$0.00
14217	17	645-271-01-00	$902.47	$876.28
14217	18	645-271-02-00	$899.26	$831.92
14217	19	645-271-03-00	$902.47	$876.28
14217	20	645-271-04-00	$893.74	$756.74
14217	21	645-271-05-00	$902.47	$876.28
14217	22	645-271-06-00	$899.26	$831.92
14217	23	645-271-07-00	$902.47	$876.28
14217	24	645-271-08-00	$893.74	$756.74
14217	25	645-271-09-00	$899.26	$831.92
14217	26	645-271-10-00	$902.47	$876.28
14217	27	645-271-11-00	$903.92	$836.18
14217	28	645-271-12-00	$898.45	$760.68
14217	50	645-271-13-00	$899.26	$831.92
14217	51	645-271-14-00	$893.74	$756.74
14217	52	645-271-15-00	$899.26	$831.92
14217	53	645-271-16-00	$902.47	$876.28
14217	54	645-271-17-00	$893.74	$756.74
14217	55	645-271-18-00	$899.26	$831.92
14217	56	645-271-19-00	$902.47	$876.28
14217	57	645-271-20-00	$893.74	$756.74
14217	58	645-271-21-00	$899.26	$831.92

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	59	645-271-22-00	$902.47	$876.28
14217	60	645-271-23-00	$899.26	$831.92
14217	61	645-271-24-00	$893.74	$756.74
14217	62	645-271-25-00	$902.47	$876.28
14217	63	645-271-26-00	$899.26	$831.92
14217	64	645-271-27-00	$902.47	$876.28
14217	65	645-271-28-00	$893.74	$756.74
14217	66	645-271-29-00	$899.26	$831.92
14217	67	645-271-30-00	$902.47	$876.28
14217	68	645-271-31-00	$899.26	$831.92
14217	69	645-271-32-00	$893.74	$756.74
14217	70	645-271-33-00	$902.47	$876.28
14217	71	645-271-34-00	$899.26	$831.92
14217	72	645-271-35-00	$902.47	$876.28
14217	73	645-271-36-00	$893.74	$756.74
14217	74	645-271-37-00	$902.47	$876.28
14217	75	645-271-38-00	$899.26	$831.92
14217	76	645-271-39-00	$902.47	$876.28
14217	77	645-271-40-00	$899.26	$831.92
14217	78	645-271-41-00	$893.74	$756.74
14217	79	645-271-42-00	$899.26	$831.92
14217	F	645-271-43-00	$0.00	$0.00
14217	G	645-271-44-00	$0.00	$0.00
14217	H	645-271-45-00	$0.00	$0.00
14217	29	645-272-01-00	$907.19	$880.84
14217	30	645-272-02-00	$903.92	$836.18
14217	31	645-272-03-00	$907.19	$880.84
14217	32	645-272-04-00	$903.92	$836.18
14217	33	645-272-05-00	$902.47	$876.28
14217	34	645-272-06-00	$899.26	$831.92
14217	35	645-272-07-00	$893.74	$756.74
14217	36	645-272-08-00	$979.18	$906.14
14217	37	645-272-09-00	$907.19	$880.84
14217	38	645-272-10-00	$903.92	$836.18
14217	39	645-272-11-00	$903.92	$836.18
14217	40	645-272-12-00	$898.45	$760.68
14217	41	645-272-13-00	$982.88	$954.48
14217	42	645-272-14-00	$979.18	$906.14
14217	43	645-272-15-00	$982.88	$954.48
14217	44	645-272-16-00	$979.18	$906.14
14217	45	645-272-17-00	$982.88	$954.48
14217	46	645-272-18-00	$979.18	$906.14

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	47	645-272-19-00	$979.18	$906.14
14217	48	645-272-20-00	$972.84	$824.26
14217	49	645-272-21-00	$982.88	$954.48
14217	A	645-272-22-00	$0.00	$0.00
14217	D	645-272-23-00	$0.00	$0.00
14217	E	645-272-24-00	$0.00	$0.00
14217	M	645-272-25-00	$0.00	$0.00
14258	1	645-280-01-00	$0.00	$0.00
14258	2	645-280-02-00	$0.00	$0.00
14258	3	645-280-03-00	$0.00	$0.00
14258	4	645-280-04-00	$0.00	$0.00
0	A	645-280-23-00	$0.00	$0.00
20074	PAR 1	645-280-25-01	$0.00	$0.00
20074	PAR 1	645-280-25-02	$0.00	$0.00
20074	PAR 1	645-280-25-03	$0.00	$0.00
20074	PAR 1	645-280-25-04	$0.00	$0.00
20074	PAR 1	645-280-25-05	$0.00	$0.00
20074	PAR 1	645-280-25-06	$0.00	$0.00
20074	PAR 1	645-280-25-07	$0.00	$0.00
20074	PAR 1	645-280-25-08	$0.00	$0.00
20074	PAR 1	645-280-25-09	$0.00	$0.00
20074	PAR 1	645-280-25-10	$0.00	$0.00
20074	PAR 1	645-280-25-11	$0.00	$0.00
20074	PAR 1	645-280-25-12	$0.00	$0.00
20074	PAR 1	645-280-25-13	$0.00	$0.00
20074	PAR 1	645-280-25-14	$0.00	$0.00
20074	PAR 1	645-280-25-15	$0.00	$0.00
20074	PAR 1	645-280-25-16	$0.00	$0.00
20074	PAR 1	645-280-25-17	$0.00	$0.00
20074	PAR 1	645-280-25-18	$0.00	$0.00
20074	PAR 1	645-280-25-19	$0.00	$0.00
20074	PAR 1	645-280-25-20	$0.00	$0.00
20074	PAR 1	645-280-25-21	$0.00	$0.00
20074	PAR 1	645-280-25-22	$0.00	$0.00
20074	PAR 1	645-280-25-23	$0.00	$0.00
20074	PAR 1	645-280-25-24	$0.00	$0.00
20074	PAR 1	645-280-25-25	$0.00	$0.00
20074	PAR 1	645-280-25-26	$0.00	$0.00
20074	PAR 1	645-280-25-27	$0.00	$0.00
20074	PAR 1	645-280-25-28	$0.00	$0.00
20074	PAR 1	645-280-25-29	$0.00	$0.00
20074	PAR 1	645-280-25-30	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
20074	PAR 1	645-280-25-31	$0.00	$0.00
20074	PAR 1	645-280-25-32	$0.00	$0.00
20074	PAR 1	645-280-25-33	$0.00	$0.00
20074	PAR 1	645-280-25-34	$0.00	$0.00
20074	PAR 1	645-280-25-35	$0.00	$0.00
20074	PAR 1	645-280-25-36	$0.00	$0.00
14258	11	645-280-26-00	$0.00	$0.00
13882	7	645-280-27-00	$0.00	$0.00
14469	1	645-310-01-00	$903.92	$836.18
14469	2	645-310-02-00	$907.19	$880.84
14469	3	645-310-03-00	$898.45	$760.68
14469	4	645-310-04-00	$907.19	$880.84
14469	5	645-310-05-00	$903.92	$836.18
14469	6	645-310-06-00	$907.19	$880.84
14469	7	645-310-07-00	$914.63	$776.12
14469	8	645-310-08-00	$921.28	$853.18
14469	9	645-310-09-00	$921.28	$853.18
14469	10	645-310-10-00	$921.28	$853.18
14469	11	645-310-11-00	$914.63	$776.12
14469	12	645-310-12-00	$921.28	$853.18
14469	13	645-310-13-00	$925.20	$898.72
14469	14	645-310-14-00	$921.28	$853.18
14469	15	645-310-15-00	$914.63	$776.12
14469	16	645-310-16-00	$925.20	$898.72
14469	17	645-310-17-00	$921.28	$853.18
14469	18	645-310-18-00	$925.20	$898.72
14469	19	645-310-19-00	$921.28	$853.18
14469	20	645-310-20-00	$925.20	$898.72
14469	21	645-310-21-00	$921.28	$853.18
14469	22	645-310-22-00	$914.63	$776.12
14469	23	645-310-23-00	$925.20	$898.72
14469	24	645-310-24-00	$925.20	$898.72
14469	25	645-310-25-00	$921.28	$853.18
14469	26	645-310-26-00	$925.20	$898.72
14469	27	645-310-27-00	$921.28	$853.18
14469	28	645-310-28-00	$914.63	$776.12
14469	29	645-310-29-00	$921.28	$853.18
14469	30	645-310-30-00	$979.18	$906.14
14469	31	645-310-31-00	$982.88	$954.48
14469	32	645-310-32-00	$979.18	$906.14
14469	33	645-310-33-00	$982.88	$954.48
14469	34	645-310-34-00	$979.18	$906.14

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	35	645-310-35-00	$982.88	$954.48
14469	36	645-310-36-00	$972.84	$824.26
14469	37	645-310-37-00	$979.18	$906.14
14469	38	645-310-38-00	$972.84	$824.26
14469	39	645-310-39-00	$979.18	$906.14
14469	40	645-310-40-00	$982.88	$954.48
14469	A	645-310-41-00	$0.00	$0.00
14469	B	645-310-42-00	$0.00	$0.00
14469	41	645-311-01-00	$979.18	$906.14
14469	42	645-311-02-00	$982.88	$954.48
14469	43	645-311-03-00	$979.18	$906.14
14469	44	645-311-04-00	$982.88	$954.48
14469	45	645-311-05-00	$979.18	$906.14
14469	46	645-311-06-00	$972.84	$824.26
14469	47	645-311-07-00	$979.18	$906.14
14469	48	645-311-08-00	$979.18	$906.14
14469	49	645-311-09-00	$982.88	$954.48
14469	50	645-311-10-00	$979.18	$906.14
14469	51	645-311-11-00	$979.18	$906.14
14469	52	645-311-12-00	$982.88	$954.48
14469	53	645-311-13-00	$979.18	$906.14
14469	54	645-311-14-00	$972.84	$824.26
14469	55	645-311-15-00	$925.20	$898.72
14469	56	645-311-16-00	$921.28	$853.18
14469	57	645-311-17-00	$925.20	$898.72
14469	58	645-311-18-00	$921.28	$853.18
14469	59	645-311-19-00	$972.84	$824.26
14469	60	645-311-20-00	$979.18	$906.14
14469	61	645-311-21-00	$979.18	$906.14
14469	62	645-311-22-00	$972.84	$824.26
14469	63	645-311-23-00	$982.88	$954.48
14469	64	645-311-24-00	$979.18	$906.14
14469	65	645-311-25-00	$979.18	$906.14
14469	66	645-311-26-00	$982.88	$954.48
14469	67	645-311-27-00	$979.18	$906.14
14469	68	645-311-28-00	$982.88	$954.48
14469	69	645-311-29-00	$979.18	$906.14
14469	70	645-311-30-00	$914.63	$776.12
14469	71	645-311-31-00	$921.28	$853.18
14469	72	645-311-32-00	$921.28	$853.18
14469	73	645-311-33-00	$925.20	$898.72
14469	74	645-311-34-00	$979.18	$906.14

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	75	645-311-35-00	$979.18	$906.14
14469	76	645-311-36-00	$982.88	$954.48
14469	77	645-311-37-00	$982.88	$954.48
14469	78	645-311-38-00	$972.84	$824.26
14469	79	645-311-39-00	$982.88	$954.48
14469	80	645-311-40-00	$979.18	$906.14
14469	81	645-311-41-00	$979.18	$906.14
14469	82	645-311-42-00	$982.88	$954.48
14469	83	645-311-43-00	$979.18	$906.14
14469	84	645-311-44-00	$972.84	$824.26
14469	85	645-311-45-00	$914.63	$776.12
14469	86	645-311-46-00	$921.28	$853.18
14469	87	645-311-47-00	$925.20	$898.72
14469	88	645-311-48-00	$921.28	$853.18
14469	89	645-311-49-00	$925.20	$898.72
14469	90	645-311-50-00	$921.28	$853.18
14469	91	645-311-51-00	$925.20	$898.72
14469	92	645-311-52-00	$921.28	$853.18
14469	93	645-311-53-00	$921.28	$853.18
14469	94	645-311-54-00	$921.28	$853.18
14469	95	645-311-55-00	$925.20	$898.72
14469	96	645-311-56-00	$921.28	$853.18
14469	97	645-311-57-00	$925.20	$898.72
14469	98	645-311-58-00	$914.63	$776.12
14469	99	645-311-59-00	$921.28	$853.18
14469	100	645-312-01-00	$921.28	$853.18
14469	101	645-312-02-00	$925.20	$898.72
14469	102	645-312-03-00	$921.28	$853.18
14469	103	645-312-04-00	$925.20	$898.72
14469	104	645-312-05-00	$921.28	$853.18
14469	105	645-312-06-00	$925.20	$898.72
14469	106	645-312-07-00	$921.28	$853.18
14469	107	645-312-08-00	$914.63	$776.12
14469	108	645-312-09-00	$925.20	$898.72
14469	109	645-312-10-00	$921.28	$853.18
14469	110	645-312-11-00	$925.20	$898.72
14469	111	645-312-12-00	$921.28	$853.18
14469	112	645-312-13-00	$925.20	$898.72
14469	113	645-312-14-00	$921.28	$853.18
14469	114	645-312-15-00	$925.20	$898.72
14469	115	645-312-16-00	$921.28	$853.18
14469	116	645-312-17-00	$921.28	$853.18

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	117	645-312-18-00	$921.28	$853.18
14469	118	645-312-19-00	$914.63	$776.12
14469	119	645-312-20-00	$925.20	$898.72
14469	120	645-312-21-00	$921.28	$853.18
14469	121	645-312-22-00	$925.20	$898.72
14469	122	645-312-23-00	$921.28	$853.18
14469	123	645-312-24-00	$925.20	$898.72
14469	124	645-312-25-00	$921.28	$853.18
14469	125	645-312-26-00	$925.20	$898.72
14469	126	645-312-27-00	$914.63	$776.12
14469	127	645-312-28-00	$921.28	$853.18
14469	128	645-312-29-00	$921.28	$853.18
14469	129	645-312-30-00	$925.20	$898.72
14469	130	645-312-31-00	$914.63	$776.12
14469	131	645-312-32-00	$921.28	$853.18
14469	132	645-312-33-00	$914.63	$776.12
14469	133	645-312-34-00	$925.20	$898.72
14469	134	645-312-35-00	$921.28	$853.18
14469	135	645-312-36-00	$925.20	$898.72
14469	136	645-312-37-00	$921.28	$853.18
14469	137	645-312-38-00	$914.63	$776.12
14469	138	645-312-39-00	$921.28	$853.18
14469	139	645-312-40-00	$914.63	$776.12
14469	140	645-312-41-00	$925.20	$898.72
14469	141	645-312-42-00	$921.28	$853.18
14469	142	645-312-43-00	$925.20	$898.72
14469	143	645-312-44-00	$921.28	$853.18
14469	144	645-312-45-00	$925.20	$898.72
14469	145	645-312-46-00	$921.28	$853.18
14469	146	645-312-47-00	$921.28	$853.18
14469	147	645-312-48-00	$921.28	$853.18
14469	148	645-312-49-00	$921.28	$853.18
14469	149	645-312-50-00	$903.92	$836.18
14469	150	645-312-51-00	$907.19	$880.84
14469	151	645-312-52-00	$903.92	$836.18
14469	152	645-312-53-00	$903.92	$836.18
14469	153	645-312-54-00	$898.45	$760.68
14469	154	645-312-55-00	$907.19	$880.84
14469	155	645-312-56-00	$903.92	$836.18
14469	156	645-312-57-00	$903.92	$836.18
14469	157	645-312-58-00	$907.19	$880.84
14469	158	645-312-59-00	$903.92	$836.18

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	159	645-312-60-00	$898.45	$760.68
14469	160	645-312-61-00	$903.92	$836.18
14469	C	645-312-62-00	$0.00	$0.00
14730	1	645-340-01-00	$1,370.89	$1,370.88
14730	2	645-340-02-00	$1,058.89	$1,028.16
14730	3	645-340-03-00	$1,058.89	$1,028.16
14730	4	645-340-04-00	$1,370.89	$1,370.88
14730	5	645-340-05-00	$1,108.34	$1,108.34
14730	6	645-340-06-00	$1,370.89	$1,370.88
14730	7	645-340-07-00	$1,108.34	$1,108.34
14730	8	645-340-08-00	$1,370.89	$1,370.88
14730	9	645-340-09-00	$1,058.89	$1,028.16
14730	10	645-340-10-00	$1,108.34	$1,108.34
14730	11	645-340-11-00	$1,370.89	$1,370.88
14730	12	645-340-12-00	$1,058.89	$1,028.16
14730	13	645-340-13-00	$1,370.89	$1,370.88
14730	14	645-340-14-00	$1,108.34	$1,108.34
14730	15	645-340-15-00	$1,376.93	$1,376.92
14730	16	645-340-16-00	$1,113.26	$1,113.26
14730	17	645-340-17-00	$1,376.93	$1,376.92
14730	18	645-340-18-00	$1,113.26	$1,113.26
14730	19	645-340-19-00	$1,063.55	$1,032.70
14730	20	645-340-20-00	$1,113.26	$1,113.26
14730	21	645-340-21-00	$1,376.93	$1,376.92
14730	22	645-340-22-00	$1,063.55	$1,032.70
14730	23	645-340-23-00	$1,376.93	$1,376.92
14730	153	645-340-24-00	$1,113.26	$1,113.26
14730	154	645-340-25-00	$1,053.17	$891.80
14730	155	645-340-26-00	$1,063.55	$1,032.70
14730	156	645-340-27-00	$1,053.17	$891.80
14730	157	645-340-28-00	$1,370.89	$1,370.88
14730	158	645-340-29-00	$1,108.34	$1,108.34
14730	159	645-340-30-00	$1,058.89	$1,028.16
14730	160	645-340-31-00	$1,370.89	$1,370.88
14730	161	645-340-32-00	$1,108.34	$1,108.34
14730	162	645-340-33-00	$1,370.89	$1,370.88
14730	163	645-340-34-00	$1,058.89	$1,028.16
14730	164	645-340-35-00	$1,370.89	$1,370.88
14730	165	645-340-36-00	$1,058.89	$1,028.16
14730	166	645-340-37-00	$1,370.89	$1,370.88
14730	167	645-340-38-00	$1,108.34	$1,108.34
14730	168	645-340-39-00	$1,370.89	$1,370.88

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	169	645-340-40-00	$1,058.89	$1,028.16
14730	170	645-340-41-00	$1,370.89	$1,370.88
14730	171	645-340-42-00	$1,108.34	$1,108.34
14730	172	645-340-43-00	$1,370.89	$1,370.88
14730	173	645-340-44-00	$1,058.89	$1,028.16
14730	174	645-340-45-00	$1,370.89	$1,370.88
14730	175	645-340-46-00	$1,058.89	$1,028.16
14730	176	645-340-47-00	$1,108.34	$1,108.34
14730	177	645-340-48-00	$1,370.89	$1,370.88
14730	178	645-340-49-00	$1,048.69	$887.88
14730	179	645-340-50-00	$1,108.34	$1,108.34
14730	A	645-340-51-00	$0.00	$0.00
14730	NA	645-340-52-00	$0.00	$0.00
14730	24	645-341-01-00	$1,063.55	$1,032.70
14730	25	645-341-02-00	$1,113.26	$1,113.26
14730	26	645-341-03-00	$1,063.55	$1,032.70
14730	27	645-341-04-00	$1,376.93	$1,376.92
14730	28	645-341-05-00	$1,113.26	$1,113.26
14730	29	645-341-06-00	$1,376.93	$1,376.92
14730	30	645-341-07-00	$1,070.70	$1,039.66
14730	31	645-341-08-00	$1,386.23	$1,386.22
14730	32	645-341-09-00	$1,120.77	$1,120.76
14730	33	645-341-10-00	$1,386.23	$1,386.22
14730	34	645-341-11-00	$1,070.70	$1,039.66
14730	35	645-341-12-00	$1,386.23	$1,386.22
14730	36	645-341-13-00	$982.88	$954.48
14730	37	645-341-14-00	$972.84	$824.26
14730	38	645-341-15-00	$982.88	$954.48
14730	39	645-341-16-00	$1,028.95	$1,028.94
14730	40	645-341-17-00	$1,120.77	$1,120.76
14730	41	645-341-18-00	$1,058.89	$1,028.16
14730	42	645-341-19-00	$1,370.89	$1,370.88
14730	43	645-341-20-00	$1,048.69	$887.88
14730	44	645-341-21-00	$1,291.03	$1,291.02
14730	45	645-341-22-00	$1,370.89	$1,370.88
14730	46	645-341-23-00	$1,058.89	$1,028.16
14730	47	645-341-24-00	$1,370.89	$1,370.88
14730	48	645-341-25-00	$1,108.34	$1,108.34
14730	49	645-341-26-00	$1,370.89	$1,370.88
14730	50	645-341-27-00	$1,058.89	$1,028.16
14730	51	645-341-28-00	$1,108.34	$1,108.34
14730	52	645-341-29-00	$1,058.89	$1,028.16

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	53	645-341-30-00	$1,291.03	$1,291.02
14730	54	645-341-31-00	$1,043.79	$1,043.78
14730	55	645-341-32-00	$1,291.03	$1,291.02
14730	56	645-341-33-00	$997.04	$968.26
14730	91	645-341-34-00	$1,291.03	$1,291.02
14730	92	645-341-35-00	$997.04	$968.26
14730	93	645-341-36-00	$997.04	$968.26
14730	94	645-341-37-00	$1,291.03	$1,291.02
14730	95	645-341-38-00	$1,043.79	$1,043.78
14730	96	645-341-39-00	$1,291.03	$1,291.02
14730	97	645-341-40-00	$1,043.79	$1,043.78
14730	98	645-341-41-00	$997.04	$968.26
14730	99	645-341-42-00	$1,043.79	$1,043.78
14730	100	645-341-43-00	$1,291.03	$1,291.02
14730	101	645-341-44-00	$1,043.79	$1,043.78
14730	123	645-341-45-00	$1,043.79	$1,043.78
14730	124	645-341-46-00	$1,291.03	$1,291.02
14730	125	645-341-47-00	$1,043.79	$1,043.78
14730	126	645-341-48-00	$997.04	$968.26
14730	127	645-341-49-00	$1,291.03	$1,291.02
14730	128	645-341-50-00	$1,043.79	$1,043.78
14730	129	645-341-51-00	$1,291.03	$1,291.02
14730	130	645-341-52-00	$997.04	$968.26
14730	131	645-341-53-00	$1,108.34	$1,108.34
14730	132	645-341-54-00	$1,048.69	$887.88
14730	133	645-341-55-00	$1,370.89	$1,370.88
14730	134	645-341-56-00	$1,070.70	$1,039.66
14730	135	645-341-57-00	$1,120.77	$1,120.76
14730	136	645-341-58-00	$1,386.23	$1,386.22
14730	137	645-341-59-00	$1,070.70	$1,039.66
14730	138	645-341-60-00	$1,120.77	$1,120.76
14730	139	645-341-61-00	$1,060.18	$897.84
14730	140	645-341-62-00	$1,386.23	$1,386.22
14730	141	645-341-63-00	$1,120.77	$1,120.76
14730	142	645-341-64-00	$1,386.23	$1,386.22
14730	143	645-341-65-00	$1,120.77	$1,120.76
14730	144	645-341-66-00	$1,386.23	$1,386.22
14730	145	645-341-67-00	$1,120.77	$1,120.76
14730	146	645-341-68-00	$1,120.77	$1,120.76
14730	147	645-341-69-00	$0.00	$0.00
14730	148	645-341-70-00	$1,070.70	$1,039.66
14730	149	645-341-71-00	$1,386.23	$1,386.22

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	150	645-341-72-00	$1,120.77	$1,120.76
14730	151	645-341-73-00	$1,376.93	$1,376.92
14730	152	645-341-74-00	$1,060.16	$980.36
14730	B	645-341-75-00	$0.00	$0.00
14730	F	645-341-76-00	$0.00	$0.00
14730	G	645-341-77-00	$0.00	$0.00
14730	57	645-342-01-00	$1,043.79	$1,043.78
14730	58	645-342-02-00	$1,291.03	$1,291.02
14730	59	645-342-03-00	$997.04	$968.26
14730	60	645-342-04-00	$986.66	$836.14
14730	61	645-342-05-00	$1,291.03	$1,291.02
14730	62	645-342-06-00	$997.04	$968.26
14730	63	645-342-07-00	$997.04	$968.26
14730	64	645-342-08-00	$1,291.03	$1,291.02
14730	65	645-342-09-00	$997.04	$968.26
14730	66	645-342-10-00	$1,291.03	$1,291.02
14730	67	645-342-11-00	$997.04	$968.26
14730	68	645-342-12-00	$1,291.03	$1,291.02
14730	69	645-342-13-00	$1,043.79	$1,043.78
14730	70	645-342-14-00	$986.66	$836.14
14730	71	645-342-15-00	$1,291.03	$1,291.02
14730	72	645-342-16-00	$997.04	$968.26
14730	73	645-342-17-00	$1,043.79	$1,043.78
14730	74	645-342-18-00	$1,291.03	$1,291.02
14730	75	645-342-19-00	$1,043.79	$1,043.78
14730	76	645-342-20-00	$997.04	$968.26
14730	77	645-342-21-00	$1,291.03	$1,291.02
14730	78	645-342-22-00	$1,043.79	$1,043.78
14730	79	645-342-23-00	$1,291.03	$1,291.02
14730	80	645-342-24-00	$1,291.03	$1,291.02
14730	81	645-342-25-00	$997.04	$968.26
14730	82	645-342-26-00	$1,291.03	$1,291.02
14730	83	645-342-27-00	$997.04	$968.26
14730	84	645-342-28-00	$997.04	$968.26
14730	85	645-342-29-00	$1,291.03	$1,291.02
14730	86	645-342-30-00	$997.04	$968.26
14730	87	645-342-31-00	$1,291.03	$1,291.02
14730	88	645-342-32-00	$997.04	$968.26
14730	89	645-342-33-00	$1,291.03	$1,291.02
14730	90	645-342-34-00	$986.66	$836.14
14730	102	645-342-35-00	$1,291.03	$1,291.02
14730	103	645-342-36-00	$1,043.79	$1,043.78

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	104	645-342-37-00	$1,291.03	$1,291.02
14730	105	645-342-38-00	$997.04	$968.26
14730	106	645-342-39-00	$1,291.03	$1,291.02
14730	107	645-342-40-00	$997.04	$968.26
14730	108	645-342-41-00	$1,291.03	$1,291.02
14730	109	645-342-42-00	$986.66	$836.14
14730	110	645-342-43-00	$997.04	$968.26
14730	111	645-342-44-00	$1,291.03	$1,291.02
14730	112	645-342-45-00	$997.04	$968.26
14730	113	645-342-46-00	$997.04	$968.26
14730	114	645-342-47-00	$1,291.03	$1,291.02
14730	115	645-342-48-00	$1,291.03	$1,291.02
14730	116	645-342-49-00	$997.04	$968.26
14730	117	645-342-50-00	$997.04	$968.26
14730	118	645-342-51-00	$997.04	$968.26
14730	119	645-342-52-00	$997.04	$968.26
14730	120	645-342-53-00	$997.04	$968.26
14730	121	645-342-54-00	$1,291.03	$1,291.02
14730	122	645-342-55-00	$986.66	$836.14
14730	C	645-342-56-00	$0.00	$0.00
14730	D	645-342-57-00	$0.00	$0.00
14730	H	645-342-58-00	$0.00	$0.00
14900	1	645-370-01-00	$997.04	$968.26
14900	2	645-370-02-00	$1,043.79	$1,043.78
14900	3	645-370-03-00	$1,043.79	$1,043.78
14900	4	645-370-04-00	$997.04	$968.26
14900	5	645-370-05-00	$1,043.79	$1,043.78
14900	6	645-370-06-00	$1,043.79	$1,043.78
14900	9	645-370-09-00	$1,043.79	$1,043.78
14900	10	645-370-10-00	$1,043.79	$1,043.78
14900	11	645-370-11-00	$997.04	$968.26
14900	12	645-370-12-00	$997.04	$968.26
14900	13	645-370-13-00	$1,043.79	$1,043.78
14900	14	645-370-14-00	$1,043.79	$1,043.78
14900	15	645-370-15-00	$997.04	$968.26
14900	16	645-370-16-00	$1,043.79	$1,043.78
14900	17	645-370-17-00	$997.04	$968.26
14900	18	645-370-18-00	$1,043.79	$1,043.78
14900	19	645-370-19-00	$997.04	$968.26
14900	20	645-370-20-00	$1,043.79	$1,043.78
14900	21	645-370-21-00	$1,043.79	$1,043.78
14900	22	645-370-22-00	$997.04	$968.26

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14900	23	645-370-23-00	$1,043.79	$1,043.78
14900	24	645-370-24-00	$1,043.79	$1,043.78
14900	25	645-370-25-00	$997.04	$968.26
14900	26	645-370-26-00	$997.04	$968.26
14900	27	645-370-27-00	$1,043.79	$1,043.78
14900	28	645-370-28-00	$997.04	$968.26
14900	29	645-370-29-00	$1,043.79	$1,043.78
14900	30	645-370-30-00	$997.04	$968.26
14900	31	645-370-31-00	$1,043.79	$1,043.78
14900	32	645-370-32-00	$1,043.79	$1,043.78
14900	33	645-370-33-00	$1,043.79	$1,043.78
14900	34	645-370-34-00	$997.04	$968.26
14900	35	645-370-35-00	$997.04	$968.26
14900	36	645-370-36-00	$1,043.79	$1,043.78
14900	37	645-370-37-00	$1,043.79	$1,043.78
14900	38	645-370-38-00	$997.04	$968.26
14900	39	645-370-39-00	$1,043.79	$1,043.78
14900	40	645-370-40-00	$997.04	$968.26
14900	41	645-370-41-00	$1,043.79	$1,043.78
14900	42	645-370-42-00	$997.04	$968.26
14900	43	645-370-43-00	$1,043.79	$1,043.78
14900	44	645-370-44-00	$997.04	$968.26
14900	45	645-370-45-00	$1,043.79	$1,043.78
14900	46	645-370-46-00	$1,043.79	$1,043.78
14900	47	645-370-47-00	$997.04	$968.26
14730	A	645-370-48-00	$0.00	$0.00
14900	B	645-370-49-00	$0.00	$0.00
14900	C	645-370-50-00	$0.00	$0.00
14900	D	645-370-51-00	$0.00	$0.00
14900	E	645-370-52-00	$0.00	$0.00
14900	F	645-370-53-00	$0.00	$0.00
19831	PAR 1	645-370-54-00	$1,043.79	$1,043.78
19831	PAR 2	645-370-55-00	$997.04	$968.26
15157	1	645-380-01-00	$0.00	$0.00
15157	2	645-380-02-00	$0.00	$0.00
15157	3	645-380-03-00	$14,181.27	$0.00
15157	4	645-380-04-00	$56,310.74	$0.00
15157	5	645-380-05-00	$14,131.09	$0.00
15157	6	645-380-06-00	$0.00	$0.00
15157	A	645-380-11-00	$0.00	$0.00
20870	PAR 1	645-380-12-00	$0.00	$0.00
20870	PAR 2	645-380-13-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2022/2023 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
15157	PAR 3	645-380-14-00	$0.00	$0.00
15496	1	645-390-01-00	$235,305.36	$235,305.36
15496	2	645-390-02-00	$221,839.40	$226,244.72
15496	3	645-390-03-00	$31,719.67	$0.00
15496	A	645-390-04-00	$0.00	$0.00
15496	B	645-390-05-00	$0.00	$0.00
15496	C	645-390-06-00	$0.00	$0.00
15496	D	645-390-07-00	$0.00	$0.00
15496	E	645-390-08-00	$0.00	$0.00
16413	1	645-410-01-00	$57,389.04	$0.00
16413	2	645-410-02-00	$109,899.52	$95,884.70

Total Parcels	**1,859**
Total Taxable Parcels	**1,696**
Total Maximum Annual Special Tax	**$2,889,995.09**
Total Assigned Special Tax	**$2,419,512.40**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: 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)

BACKGROUND INFORMATION:
Public Contract Code authorizes school districts to enter into contract under certain conditions requiring the Board to determine that the contract is in the best interest of the District, and all payments to the vendor will be under the same terms and conditions as the CMAS contract and Base GSA Schedule.

The District has determined that it is in the District's best interest to use CMAS contracts to receive significant savings through the procurement, purchase of materials/equipment and/or services:

Playground / Flooring CMAS No. 4-20-78-0097B Applicable Terms & Conditions Base GSA Schedule No. 47WSMA20D08P7 Pricelist - available upon request	Construction / Roofing CMAS No. 4-21-03-1001 Applicable Terms & Conditions Base Schedule No. AEPA IFB 021-D

RECOMMENDATION:
Approve Resolution 22/23-0013. Purchases and/or services will be paid from the General Obligation Bonds.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: 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?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	General Obligation Bonds
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
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 SCHEDULE (CMAS) CONTRACTS

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective July 14, 2022.

WHEREAS, the District wishes to procure, purchase, warranty and installation, maintenance and repair of park and playground equipment, floor covering and other related products through the Department of General Services (DGS) Multiple Award Schedules:

- Playground / Flooring: CMAS Contract #4-20-78-0097B and Base GSA Schedule #47QSMA20D08P7 with KYA Services, LLC. Term: April 23, 2020 through February 10, 2025.
- Roofing and Building Equipment: CMAS Contract #4-21-03-1001 and Base GSA Schedule #AEPA IFB 021-D with Weatherproofing Technologies. Term: March 5, 2021 through February 28, 2023.

WHEREAS, the State makes these CMAS contracts available to State and local government agencies including K-12 schools empowered to expend public funds. Each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

WHEREAS, Contract Code authorizes school districts to obtain products and/or services under certain conditions requiring the Board to determine that the contract is in the best interests of the District, and all payments to the vendor will be under the same terms and conditions as the main agreement; and

WHEREAS, Public Contract Code 10299 authorizes State agencies and local agencies including school districts to contract with suppliers awarded the contracts without further bidding and to utilize state contracts, master agreements, multiple award schedules and cooperative agreements; and

WHEREAS, the District has determined that it is in the best interest to use these CMAS Contracts which may provide for the purchase, warranty, design, removal, installation, maintenance, and repair of equipment and save administration time and legal advertising costs to bid for the procurement of this equipment; and

WHEREAS, the District is authorized, pursuant to Public Contract Code, to use CMAS contracts on an optional basis under certain conditions that employs some or all of the factors listed above; and

NOW THEREFORE, the Governing Board of the District finds as follows:

1. The above recitals are true and correct. That the District's procurement of purchase, warranty, design, removal, installation, maintenance, and repair of equipment and related products utilizing the Department of General Services, Multiple Award Schedules mentioned above. are in the best interests of the District;
2. All Payments to the Vendor will be under the same terms as the DGS awarded contracts.

PASSED AND ADOPTED by the Governing Board on this 14th day of July 2022 by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Irene Lopez, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Governing Board at a regularly scheduled and conducted meeting held on said date.

WITNESS my hand this 14TH day of July 2022.

_____
Clerk of the Governing Board

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

TLS Choice, LLC

CMAS NUMBER:	**4-20-78-0097B**
CMAS TERM DATES:	4/23/2020 through 2/10/2025
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017 (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE #:	47QSMA20D08P7
BASE SCHEDULE HOLDER:	KYA Services, LLC

This CMAS provides for the purchase, warranty, installation, maintenance, and repair of park and playground equipment.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: Statewide Contract Index Listing (www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf). This requirement is not applicable to local government entities.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products being procured. Service specific letters of authorization are required if the CMAS vendor is providing installation, maintenance, and repair services.

The services provided under this CMAS are only in support of the products covered by this CMAS.

Original Signature On File Effective Date: **4/23/2020**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

CMAS RESTRICTION FOR CARPET PURCHASES

The Department of General Services' Office of Sustainability has determined that all carpet purchased by state agencies be made at the ANSI/NSF-140 Platinum level. The Governor's Executive Order B-18-12 Ordered that the State agencies purchase and use environmentally preferable products that have a lesser or reduced effect on human health and the environment. Carpet that is 3rd party certified to ANSI/NSF-140 Platinum level meets the requirement.

IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TLS CHOICE, LLC
CMAS NO. 4-20-78-0097B

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Act Global
Brand-Bentley
Brand-Quick Crete
Brand-Tandus
Building-Prefab Structure
Floor Cov-Broadloom Carpet
Floor Cov-Hardwood
Floor Cov-Sport Flooring
Floor Cov-Synthetic Turf
Floor Cov-Vinyl Sheeting/Tile
Playground-Equip
Sport Surface-Synthetic Track

AVAILABLE PRODUCTS AND/OR SERVICES

All of the products from the manufacturers listed in the base GSA schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule Number 47QSMA20D08P7 (KYA SERVICES, LLC) with a GSA term of 2/11/2020 through 2/10/2025.

Replace "KYA Services, LLC" with "TLS Choice, LLC" where "KYA Services, LLC" is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed or emailed to the following:

TLS Choice, LLC
1800 East McFadden Avenue, Suite 2
Santa Ana, CA 92705
Attn: Brook Berry

E-mail: brooks.berry@tlschoice.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Brook Berry
Phone: (714) 462-2955
E-mail: brooks.berry@tlschoice.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml.

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

TLS Choice, LLC's California Seller's Permit Number is 103208389. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 3 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains quantity and prompt payment discounts. See the base GSA schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) shall follow the instructions below whenever the weight of the purchase is 100-lbs or more and F.O.B. Destination, Freight Prepaid is not used.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the purchase order in the format shown below.

Shipping Instructions:

Supplier route via:
Carrier's telephone number:_____

Annotate bill/s of lading as follows:

"Freight for account of State of California. Tender Number: _____ applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT."
Estimated Freight charges: _____.

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____ UPS account number applies. State of California Purchase Order Number _____. SHIP COLLECT. Estimated UPS charges: _____.

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

CMAS Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the CMAS contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FISCAL, Chapter 5 (FISCAL):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCAL, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is $2,500.00.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

   Standard 65 Purchase Documents – State departments not transacting in FI$Cal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website (www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx), select Standard STD Forms.

   FISCAL Purchase Documents – State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

2. Local Governmental Departments:

   Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FISCAL purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Standard 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.

- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCAL, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCAL, Chapter 5.A4.1 as follows:

> If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

TLS Choice, LLC is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners lists (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: www.dgs.ca.gov/OFS/Price-Book.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
   a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
   b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
      i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
      ii. Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
      iii. Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
      iv. Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board (www.cslb.ca.gov) at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

TLS Choice's California Contractor's License number is 1025607. This is a Class A and B license that is valid through 4/30/2021.

BUY CLEAN CALIFORNIA ACT

Per Management Memo 20-01, beginning January 1, 2020, awarding authorities will request successful bidders for public works contracts to submit current facility-specific Environmental Product Declarations (EPDs) for all eligible materials.

Awarding authorities are those identified in PCC § 3501 (a) and state agencies granted authority to work on public works projects under MM 18-01. Eligible materials subject to the EPD requirement are structural steel, carbon steel rebar, flat glass, and mineral wool board insulation.

Project bid specifications must require that facility-specific EPDs are compliant to ISO 14025 and applicable product category rules located on the Department of General Services (DGS) Buy Clean California Act website.

Awarding authorities must report the following information to DGS upon request:

- Awarded contract information
- Eligible materials used in project(s)
- EPDs submitted by successful bidder(s)

The Department of General Services Buy Clean California Act website is located at www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act.

NOT SPECIFICALLY PRICED (NSP) ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower.

6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCAL, Chapter 2, Section 2.E3.2.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

This CMAS contains quantity and prompt payment discounts. See the base GSA schedule for the specific percent of discount.

1. **Payment Terms**

   Payment terms for this CMAS are net 45 days.

   Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting office(s). Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:
The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book (www.dgs.ca.gov/OFS/Price-Book).

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to **1.25%** of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

TLS Choice, LLC does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS SMart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

   The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and then select "File a CMAS Quarterly Report".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).

- New CMAS agreements, renewals, extensions, and amendments will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to **1.25%** of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional **1.25%** charge on a separate line item to cover the incentive fee. The CMAS contractor must include the **1.25%** incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND AMENDMENTS

A copy of a CMAS and amendments, if any, can be obtained at Cal eProcure (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Amendments, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1
Speech to Speech Service: 1-800-854-7784

CMAS Quarterly Business Activity Report

Company Name: _____ **Reporting Calendar Year:** _____ **Revision** ☐

CMAS Number: _____ **Reporting Quarter:** ☐ Q1 (January to March)

For Questions Regarding this Report Contact: ☐ Q2 (April to June)

Name: _____ ☐ Q3 (July to September)

Phone Number: _____ ☐ Q4 (October to December)

E-mail: _____ **Check Here if No New Orders for This Quarter** ☐

STATE GOVERNMENT AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: $ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: $ _____

1.25% Remitted to DGS (does not apply to CA certified Small Businesses): $ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: $ _____

ATTACHMENT B

CMAS Quarterly Business Activity Report

Instructions for **completing** the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per Purchase Order** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local** Sales - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1.25% Remitted to DGS** - Identify **1.25%** of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

A contract for the purchase and installation of carpet and other floor coverings is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions.

A state agency **may not** contract for the installation of carpet in a building (a capital improvement to the building) that is **not owned** by the state. Carpet in leased facilities must be provided by the lessor and is accounted for in the lease agreement and rate. Users should contact the building manager and or the building owner when carpet is required.

A supplier or installer of carpet must be licensed by the State Contractors' Licensing Board with a C-15 Flooring and Floor Covering license which is current and in good standing. The supplier must provide the license number and expiration date for themselves and for all subcontractors providing installation services. This information shall be provided by the supplier on the "Contractors' License Requirements" form (see attached Sample A), which must be attached to each resulting carpet order. A subcontractor is defined as anyone who will perform work, labor, or render services in an amount in excess of one-half of one percent of the total order. Each subcontractor's business address and the portion of work that each will perform shall also be included on this form.

If the contract amount exceeds $5,000 (labor/installation costs), the supplier must furnish a payment bond (Std. 807 - see attached Sample B) prior to the commencement of performance. The payment bond shall be in a sum not less than one hundred percent (100%) of the contract price. A blank copy of the Std. 807 form shall be provided to the supplier. In addition, the awarding agency must notify the contractor that the contract is subject to state contractor nondiscrimination and compliance requirements (see paragraph 42 of the CMAS Terms and Conditions).

The prevailing wage requirements apply and a list of prevailing wage rates must be available for inspection. It is the ordering agency's responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or at (415) 703-4774.

Agencies should be aware that there are certain requirements that pertain to floor coverings included in the Americans with Disabilities Act of 1992 (ADA). Some of these requirements pertain to carpet pile height (not to exceed 1/2" in height), fastening exposed carpet edges to floor, and changes in floor level not to exceed 1/2" beveled. It is the responsibility of the agency to comply with these requirements. Detailed information relative to carpet installation and ADA requirements can be obtained from the State Architect, Access Compliance Unit, at (916) 445-7523.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

Agencies should be aware that old flooring material (tiles, glues, cove base, etc.) may contain asbestos and could present significant problems in the removal of old flooring material and in the installation of new carpet. Users should determine the presence or absence of asbestos containing material in their existing flooring materials and act accordingly before placing orders for carpet.

It is strongly recommended that new carpet not be installed over existing carpet due to potential conflicts with the Americans with Disabilities Act, and various fire, health and safety codes.

The moisture content of the slab over which the carpet is to be installed must be within the limits allowed by the carpet manufacturer and/or glue manufacturer. The testing of slab moisture content can be performed by either the agency ordering the carpet or by the carpet supplier.

The agency should provide for a site inspection prior to issuing an order for the carpet desired and should use a checklist similar to the one attached (see attached Sample C). Additions, changes, modifications to the checklist should be made as necessary. The agency should inspect and monitor the progress of the installation to prevent problems.

The prime responsibility for contract performance rests with the contract holder, who shall be the primary contact point for problem resolution. This contract is structured such that the user may purchase carpet only or carpet installed from the supplier. In no case is the supplier allowed to deny installation of the carpet selected by any user for any location. Installation services may not exceed an amount equal to the cost of the carpet and, when identified, will be paid for in the cost of the CMAS order. Typically, the price schedule will contain pricing for "clean floor" (new) installation only. However, agencies may use the Not Specifically Priced (NSP) provision for "unclean floor" installation services, as well as products. The total dollar value of all installation services, on clean and/or unclean surfaces, using line item and/or NSP pricing, must not exceed 50% of the order's total value. Note that the maximum amount of each transaction placed under this award schedule by a State agency is $100,000.

The cost of installation and any ancillary supplies/services is not included in the base price of the carpet and may be obtained from the price schedule if listed, or can otherwise be included via the NSP provision.

It is incumbent upon the user to identify whether the costs for installation and other requirements are fair and equitable. The following chart is provided to give an approximation of the costs for installation in several typical state locations.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

ESTIMATED CARPET INSTALLATION COSTS
(**NOTE**: THESE ARE APPROXIMATIONS ONLY, NOT ACTUAL CONTRACT INSTALLATION PRICES. DOES NOT INCLUDE COST OF NEW CARPET.)

BASED ON WEEKDAY INSTALLATION, NORMAL WORKING HOURS, PREVAILING WAGE, NO UNIQUE CONDITIONS

DESCRIPTION OF INSTALLATION	ESTIMATED INSTALLATION COST	
GENERAL OFFICE SPACE NEW CONSTRUCTION CLEAN FLOOR INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM MODULAR (TILE)	$4.00 PER SY $4.00 PER SY
GENERAL OFFICE SPACE NO FURNITURE MOVING REMOVE OLD DIRECT GLUE CARPET INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM MODULAR (TILE)	$5.00 PER SY $5.00 PER SY
GENERAL OFFICE SPACE MOVING OF CONVENTIONAL FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM MODULAR (TILE)	$10.00 PER SY $10.00 PER SY
GENERAL OFFICE SPACE MOVING OF MODULAR (PANELS AND COMPONENTS) FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW BROADLOOM CARPET DIRECT GLUE DOWN NON-PATTERNED CARPET	BROADLOOM PLUS $300.00-$400.00 PER WORKSTATION	$5.00 PER SY
GENERAL OFFICE SPACE LIFTING OF MODULAR (PANELS AND COMPONENTS) FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW MODULAR CARPET FULL SPREAD RELEASE ADHESIVE	MODULAR (TILE)	$11.00 PER SY

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)

AREA TO BE CARPETED	CARPET TYPE
GENERAL OFFICE (EXAMPLE: GENERAL STATE OFFICES WITH NO OR LIGHT TO MEDIUM PUBLIC TRAFFIC)	26-28 OUNCE BROADLOOM, COMMERCIAL GRADE, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION BY DIRECT GLUE DOWN. **OR** 26-28 OUNCE MODULAR (CARPET TILE), COMMERCIAL GRADE, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION WITH FULL SPREAD OF RELEASE ADHESIVE.
EXECUTIVE OFFICES (EXAMPLE: DIRECTOR'S OFFICE, DEPUTY DIRECTORS, AGENCY PERSONNEL	28-32 OUNCE BROADLOOM, COMMERCIAL GRADE, TUFTED GRAPHICS DESIGN, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION BY DIRECT GLUE DOWN. **OR** 28-32 OUNCE MODULAR (CARPET TILE), COMMERCIAL GRADE, TUFTED GRAPHICS DESIGN, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION WITH FULL SPREAD OF RELEASE ADHESIVE.
STATE OWNED RESIDENCES	34 OUNCE BROADLOOM, TUFTED, COMMERCIAL GRADE, CUT AND LOOP PILE. YARN TO BE BRANDED NYLON, ANY CONVENTIONAL DYE METHOD. INSTALLATION STRETCH IN OVER 3/8 INCH, 100% SYNTHETIC CARPET CUSHION, 28 OUNCE PER SQUARE YARD NOMINAL, 6.2 POUND PER CUBIC FOOT, MEETING ASTM E648 CLASS 1 RADIANT PANEL TEST.
TEMPORARY BUILDINGS INCLUDING MOBILE AND MODULAR FACILITIES	20 OUNCE BROADLOOM, TUFTED, COMMERCIAL GRADE, LOOP PILE, BRANDED, SOLUTION DYED NYLON. INSTALLATION BY DIRECT GLUE DOWN.
VERY HIGH TRAFFIC AREAS (EXAMPLE: MEDIUM TO HEAVY USE PUBLIC AREAS, AIRPORTS, COLLEGE/UNIVERSITY FOOD SERVICE AREAS, DORMITORIES	20 OUNCE BROADLOOM, TUFTED, STRUCTURED BACK, COMMERCIAL GRADE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. MAY INCLUDE HIGH DENSITY URETHANE OR VINYL CHLORIDE PAD BACKING. SEAMS SHOULD BE CAPABLE OF SEALING (WELD TOGETHER). INSTALLATION BY DIRECT GLUE DOWN

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE A

CONTRACTORS' LICENSE REQUIREMENTS

The work described in this order requires a valid California Contractor's License (C-15 Flooring and Floor Covering). If subcontractors are to be used, they must also possess valid State Contractors' Licenses appropriate to their scope of work, and they must be listed below.

Supplier's Contractor's License Number: _____

License Issued to Whom: _____

Class / Type of License: _____

Expiration Date of License: _____

Work to be Performed: _____

Subcontractor's Name and Address: _____

_____

_____

License Number: _____

Class / Type of License: _____

Expiration Date of License: _____

Work to be Performed: _____

WORKMEN'S COMPENSATION CERTIFICATION

The undersigned hereby certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this order.

_____ _____

Signature of Supplier Date

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE B

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(Public Contract Code Sections 7103 and 10221)

BOND Number: _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____, has awarded to _____ whose address is _____as Principle, a contract for the work described as follows:

Project Title:_____

Project Location:_____

WHEREAS, the provisions of Public Contract Code Section 7103 and 10221 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and _____, a Surety Corporation organized under the laws of _____and authorized to transact a generalsurety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of _____ (_____), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE B

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

_____ _____

(NAME OF SURETY) (ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____

(CITY AND STATE) (DATE)

_____ _____

(SIGNATURE OF ATTORNEY IN FACT)
(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE C

CARPET INSTALLATION REQUIREMENTS

Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency	Requirement
				Standard office furniture to be removed and replaced (excluding copiers, computers, personal items and plants). Vendor to provide all equipment and labor.
				Remove existing: carpet _____, pad _____, tile _____ Disposition: To State _____ Remove from State Premises _____
				Raise and reset monuments.
				Prepare floor and strip wax and other coatings and debris using commercial stripper. Follow stripper and carpet manufacturer's recommendations.
				Remove trim, rehang doors and replace doorstops (except metal doors to be trimmed by State.
				Inspection of floor preparation by Building Manager.
				Reducer strips (metal _____, plastic _____) to be installed in accordance with the manufacturer's recommendations and in accordance with approved broadloom seaming diagrams.
				Tack strips to be installed.
				Pad to be installed.
				Cove base, rubber _____ or vinyl _____ Furnish and install _____ Color: brown _____, black _____ other _____ Size: 6" _____, 4" _____, 2" _____ other _____ Remove existing base _____ Trim cove on existing base _____ Other (explain) _____ _____

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency	Requirement
				All spots and smears of floor adhesives and seam cement to be removed.
				Remove all scraps and extraneous items from State premises upon completion of the installation and protect all adjacent areas from damage.
				Leave overage with Building Manager.
				Work to be performed on other than regular working hours. Nights _____ Weekends _____
				Floor duct covers, contact: Building Manager _____ Other _____

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE C (continued)

Carpet Installation Instructions Continued

COORDINATION AND INSPECTION OF WORK

_____ **Site Inspection:**

A job walk-through for the purpose of inspecting the installation site will be conducted on _____ at _____ at _____.
The walk-through inspection will be conducted by _____.
Failure to inspect the installation site in no way relieves the supplier from obligations as stated in this order.

_____ **Installation Coordination:**

(Name) _____ (Title) _____
at (Agency) _____, telephone (_____)_____
will be responsible for coordination of all installation work. Within 10 days after receipt of a purchase order, the supplier shall contact (Name) _____
to coordinate an acceptable installation schedule. **No installation work shall commence without the Building Manager's advance approval of the schedule.**

_____ **Inspection of Installation Work:**

Check here if any deficiencies in materials and/or workmanship are noted during inspection of the work in progress. The agency will immediately notify the supplier of these problems.

_____ The supplier shall request an inspection after _____% of the work has been completed. This inspection will be made jointly by the supplier and a designee of the agency.

_____ (Name) _____, (Title) _____,

will be responsible for performing initial, continuing, and final inspection of the installation work by the supplier.

CMAS AGREEMENT DETAILS

Data Last Refreshed: 7/6/2022 6:20:00am

CMAS Agreement Number	4-20-78-0097B
CMAS Supplier Name	TLS CHOICE LLC
Current Supplement Number	0
Term Start Date	4/23/2020
Term End Date	2/10/2025
Base Schedule Number	47QSMA20D08P7
Base Schedule Holder	KYA SERVICES LLC
Business Enterprise Type	NA
Contact Name	BROOKS BERRY
Phone Number	7144622955
Address	1800 East McFadden Avenue
City, State Zip Code	Santa Ana, California 92705
Email	BROOKS.BERRY@TLSCHOICE.COM
Company Website	https://www.tlschoice.com/

Product/Service Codes
FLOOR COV-VINYL SHEETING/TILE, PLAYGROUND-EQUIP, BRAND-TANDUS, BRAND-QUICK CRETE, FLOOR COV-SYNTHETIC TURF, BUILDING-PREFAB STRUCTURE-MEDICAL, BRAND-BENTLEY, FLOOR COV-HARDWOOD, SPORT SURFACE-SYNTHETIC TRACK, BRAND-ACT GLOBAL, FLOOR COV-BROADLOOM CARPET, FLOOR COV-SPORT FLOORING

Back

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

Weatherproofing Technologies, Inc.

CMAS NUMBER:	**4-21-03-1001**
SUPPLEMENT NUMBER:	2
CMAS TERM DATES:	3/05/2021 through 2/28/2023
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	January 20, 2022
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	AEPA IFB #021-D
BASE SCHEDULE HOLDER:	Weatherproofing Technologies

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, design, removal, installation, maintenance, and repair of roofing and building equipment. (See page 3 for the restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following changes:

1) Add design, removal, installation, maintenance, and repair services to the agreement.
2) Update the "Excluded Products and/or Services" provision.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

Supplement 2 replaces the previous supplement and the original agreement in their entirety.

Original Signature on File

Effective Date: **6/22/2022**

Bryan Dugger, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WEATHERPROOFING TECHNOLOGIES, INC.
CMAS NO 4-21-03-1001, SUPPLEMENT NO. 2

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: Statewide Contract Index Listing (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts). This requirement is not applicable to local government agencies.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

Agency non-compliance with the requirements may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements may result in termination.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
WEATHERPROOFING TECHNOLOGIES, INC.
CMAS NO 4-21-03-1001, SUPPLEMENT NO. 2

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Construction-Roofing Material

AVAILABLE PRODUCTS AND/OR SERVICES

All of the products and services in the base CalSave contract are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base CalSave contract. Access the CalSave contract at: CalSAVE Weatherproofing Technologies, piggybackable bid.

EXCLUDED PRODUCTS AND/OR SERVICES

Removal, installation, maintenance and repair services for State Agencies are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122
Attn: Jim Carroll

E-mail: jcarroll@wtiservices.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Jane Krivos
Phone: (216) 496-3096
E-mail: jkrivos@tremcoinc.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html.

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 097886971. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains dollar volume discounts. See the base contract "Exhibit D" for the specific percent of discount.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base schedule, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

CANCELLATION AND/OR RESTOCKING FEE

See the AEPA contract, "Part D-Questionnaire" for Return Policy.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in SCM, Volume 2, Chapter 6 (for non-IT), SCM, Volume 3, Chapter 6 (for IT), and SCM, Volume FISCal, Chapter 5 (FISCal):

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements, see SCM, Volume 2, Chapter 3, 3.5.7 and Volume 3, Chapter 3, 3.4.7.
- Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or services needed.
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.

- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per PCC 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) 4819.34.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website (www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx), select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volumes 2 & 3, Chapter 6, 6.A5.0 and SCM, Volume FISCal, Chapter 5, 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in SCM, Volume 2, Chapter 6, 6.B2.9 and SCM, Volume FISCal, Chapter 5, 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners lists (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:

   i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

   ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and

   iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and

   iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

WITHHOLD LANGUAGE (SB588)

Option 1 – Withhold Language

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold $10,000 from the final payment, or the full final payment if less than $10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000.

Option 2 – No Withhold Language

During the contract term and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website (www.dgs.ca.gov/RESD) if you have questions about public works transactions.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board (www.cslb.ca.gov) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 274072. This is a Class B General Building and C-39 Roofing license that is valid through 10/31/2023.

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the products and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP products included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP products in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a "clean" install (typically new construction) or to prepare an "unclean" site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services from the contract) must not exceed the total product cost.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Any other item or class of items specifically excluded from the scope of this contract.
4. Public Works components NOT incidental to the overall project requirements.
5. Installation Services
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding.

See complete PCC 10298 language at (leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10298).

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding.

See complete PCC 10299 language at (leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10299).

UPDATES AND/OR CHANGES

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base schedule, except as follows:

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS supplement is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCal, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Leasing/Financing

California State Agencies are required to utilize the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is $100,000.

8. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

10. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at Cal eProcure (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Base schedule terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with GC 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility.

Effective 03/05/2022

Valid for 60 days. After that time, project conditions are subject to reassessment.

WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING — **Contract #4-21-03-1001 Supplement #1**

SAN YSIDRO SCHOOL DISTRICT MATERIAL ONLY - DISTRICT OFFICE

QUOTE # 5051105

DATE: 7/6/2022

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
8533660 503	TREMPLY KEE 60 MIL 74" x 80'	ROL	$ 2,035.97	36	$ 73,294.92
8533260 503	TREMPLY KEE 60 MIL 37" x 80'	ROL	$ 1,020.15	20	$ 20,403.00
8533180 501	TREMPLY KEE STRIP-IN 6" x 100'	ROL	$ 271.92	10	$ 2,719.20
8533200 805	TREMPLY KEE LV BONDING ADHESIVE 5 GL	EA	$ 423.47	2	$ 846.94
8533170 501	TREMPLY KEE T-JOINT COVERS 100/CS	CS	$ 225.16	1	$ 225.16
8533120 501	TREMPLY KEE UNIVERSAL CORNERS 20/CS	CS	$ 305.70	3	$ 917.10
8533110 501	TREMPLY KEE PIPE FLASHING 1"-6" 8/CS	CS	$ 433.00	2	$ 866.00
8533160 503	TREMPLY KEE 60 MIL NON-REINFD 24"X50'	ROL	$ 910.17	1	$ 910.17
876450 309	TREMSEAL PRO WHITE - 30 CTG/CS	CS	$ 342.94	1	$ 342.94
8533140 503	TREMPLY KEE WALKWAY 5/32"X30"X50' YLW	ROL	$ 1,524.16	5	$ 7,620.80
505230C503	TREMPLY KEE/TPA COATED METAL 4' x 10'	EA	$ 388.83	18	$ 6,998.94
046918 660	TREMFLASH TAPE GRAY 1/8" X 1" 600FT/CS	CS	$ 531.72	1	$ 531.72
400	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	13.4%		$ 115,676.89
SUBTOTAL:					$ 115,676.89
FREIGHT PREPAID & ADD:					N/A
SUBTOTAL WITH FREIGHT ADDED:					$ 115,676.89
			STATE TAX	6.250%	$ 7,229.81
			COUNTY TAX	1.000%	$ 1,156.77
			LOCAL TAX	0.500%	$ 578.38
				****TOTAL PROJECT COST**	**$ 124,641.85**

* The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project.

*** Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage laws.**

Effective 03/05/2022

Valid for 60 days. After that time, project conditions are subject to reassessment.

WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING

Contract #4-21-03-1001 Supplement #1

SAN YSIDRO SCHOOL DISTRICT MATERIAL ONLY - LA MIRADA ELEMENTARY SCHOOL

QUOTE # 5051105

DATE: 7/6/2022

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
49202C	GEOGARD SEAM SEALER 2 GL	EA	$ 229.49	15	$ 3,442.35
230004R	PERMAFAB 4" X 300' ROLL	ROL	$ 50.23	1	$ 50.23
876450 309	TREMSEAL PRO WHITE - 30 CTG/CS	CS	$ 342.94	2	$ 685.88
400	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	13.4%		$ 4,178.46
SUBTOTAL:					$ 4,178.46
FREIGHT PREPAID & ADD:					N/A
SUBTOTAL WITH FREIGHT ADDED:					$ 4,178.46
			STATE TAX	6.250%	$ 261.15
			COUNTY TAX	1.000%	$ 41.78
			LOCAL TAX	0.500%	$ 20.89
			**TOTAL PROJECT COST		$ 4,502.29

* The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project.

*** Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage laws.**

Effective 03/05/2022

Valid for 60 days. After that time, project conditions are subject to reassessment.

WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING — **Contract #4-21-03-1001 Supplement #1**

SAN YSIDRO SCHOOL DISTRICT MATERIAL ONLY - OCEAN VIEW HILLS ELEMENTARY SCHOOL

QUOTE # 5051105

DATE: 7/6/2022

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
8533660 503	TREMPLY KEE 60 MIL 74" x 80'	ROL	$ 2,035.97	113	$ 230,064.61
8533260 503	TREMPLY KEE 60 MIL 37" x 80'	ROL	$ 1,020.15	40	$ 40,806.00
8533180 501	TREMPLY KEE STRIP-IN 6" x 100'	ROL	$ 271.92	1	$ 271.92
8533200 805	TREMPLY KEE LV BONDING ADHESIVE 5 GL	EA	$ 423.47	25	$ 10,586.75
8533170 501	TREMPLY KEE T-JOINT COVERS 100/CS	CS	$ 225.16	3	$ 675.48
8533120 501	TREMPLY KEE UNIVERSAL CORNERS 20/CS	CS	$ 305.70	25	$ 7,642.50
8533110 501	TREMPLY KEE PIPE FLASHING 1"-6" 8/CS	CS	$ 433.00	24	$ 10,392.00
8533160 503	TREMPLY KEE 60 MIL NON-REINFD 24"X50'	ROL	$ 910.17	3	$ 2,730.51
876450 309	TREMSEAL PRO WHITE - 30 CTG/CS	CS	$ 342.94	4	$ 1,371.76
876451 309	TREMSEAL PRO ALUMINUM STONE - 30 CTG/CS	CS	$ 342.94	4	$ 1,371.76
8533140 503	TREMPLY KEE WALKWAY 5/32"X30"X50' YLW	ROL	$ 1,524.16	32	$ 48,773.12
8533150 503	TREMPLY KEE PROTECTION MAT .080"x28"x43'	ROL	$ 942.21	1	$ 942.21
046918 660	TREMFLASH TAPE GRAY 1/8" X 1" 600FT/CS	CS	$ 531.72	4	$ 2,126.88
400	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	13.4%		$ 357,755.50
SUBTOTAL:					$ 357,755.50
FREIGHT PREPAID & ADD:					N/A
SUBTOTAL WITH FREIGHT ADDED:					$ 357,755.50
			STATE TAX	6.250%	$ 22,359.72
			COUNTY TAX	1.000%	$ 3,577.56
			LOCAL TAX	0.500%	$ 1,788.78
			**TOTAL PROJECT COST		$ 385,481.55

* The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project.

*** Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage laws.**

CMAS
CALIFORNIA MULTIPLE AWARD SCHEDULES

Effective 03/05/2022

Valid for 60 days. After that time, project conditions are subject to reassessment.

WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING

Contract #4-21-03-1001 Supplement #1

SAN YSIDRO SCHOOL DISTRICT MATERIAL ONLY - SMYTHE ELEMENTARY SCHOOL

QUOTE # 5051105

DATE: 7/6/2022

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
8533660 503	TREMPLY KEE 60 MIL 74" x 80'	ROL	$ 2,035.97	31	$ 63,115.07
8533260 503	TREMPLY KEE 60 MIL 37" x 80'	ROL	$ 1,020.15	30	$ 30,604.50
8533180 501	TREMPLY KEE STRIP-IN 6" x 100'	ROL	$ 271.92	10	$ 2,719.20
8533200 805	TREMPLY KEE LV BONDING ADHESIVE 5 GL	EA	$ 423.47	9	$ 3,811.23
8533170 501	TREMPLY KEE T-JOINT COVERS 100/CS	CS	$ 225.16	2	$ 450.32
8533120 501	TREMPLY KEE UNIVERSAL CORNERS 20/CS	CS	$ 305.70	12	$ 3,668.40
8533110 501	TREMPLY KEE PIPE FLASHING 1"-6" 8/CS	CS	$ 433.00	4	$ 1,732.00
8533160 503	TREMPLY KEE 60 MIL NON-REINFD 24"X50'	ROL	$ 910.17	1	$ 910.17
876450 309	TREMSEAL PRO WHITE - 30 CTG/CS	CS	$ 342.94	2	$ 685.88
8533140 503	TREMPLY KEE WALKWAY 5/32"X30"X50' YLW	ROL	$ 1,524.16	9	$ 13,717.44
505230C503	TREMPLY KEE/TPA COATED METAL 4' x 10'	EA	$ 388.83	20	$ 7,776.60
49202C	GEOGARD SEAM SEALER 2 GL	EA	$ 229.49	15	$ 3,442.35
230004R	PERMAFAB 4" X 300' ROLL	ROL	$ 50.23	1	$ 50.23
046918 660	TREMFLASH TAPE GRAY 1/8" X 1" 600FT/CS	CS	$ 531.72	1	$ 531.72
400	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	13.4%		$ 133,215.11
SUBTOTAL:					$ 133,215.11
FREIGHT PREPAID & ADD:					N/A
SUBTOTAL WITH FREIGHT ADDED:					$ 133,215.11
			STATE TAX	6.250%	$ 8,325.94
			COUNTY TAX	1.000%	$ 1,332.15
			LOCAL TAX	0.500%	$ 666.08
				****TOTAL PROJECT COST**	**$ 143,539.28**

* The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project.

*** Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage laws.**

Effective 03/05/2022

Valid for 60 days. After that time, project conditions are subject to reassessment.

WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING — **Contract #4-21-03-1001 Supplement #1**

SAN YSIDRO SCHOOL DISTRICT MATERIAL ONLY - SUNSET ELEMENTARY SCHOOL

QUOTE # 5051105

DATE: 7/6/2022

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
351602S805	ALPHAGUARD MTS BASE COAT GRAY 5 GL	EA	$ 492.75	144	$ 70,956.00
351610S805	ALPHAGUARD MTS TOP COAT WHITE 5 GL	EA	$ 525.66	72	$ 37,847.52
351619 805	ALPHAGUARD MT TOP COAT SAFETY YELLOW 5GL	EA	$ 598.41	6	$ 3,590.46
290400	PERMAFAB 40 X 324' ROLL	ROL	$ 406.15	18	$ 7,310.70
230012R	PERMAFAB 12" X 300' ROLL	ROL	$ 133.36	4	$ 533.44
351680 817	ALPHAGUARD M-PRIME - 1 QT	EA	$ 73.61	4	$ 294.44
494101C	GEOGARD PRIMER 1 GL	EA	$ 123.84	6	$ 743.04
400	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	13.4%		$ 121,275.60
SUBTOTAL:					$ 121,275.60
FREIGHT PREPAID & ADD:					N/A
SUBTOTAL WITH FREIGHT ADDED:					$ 121,275.60
			STATE TAX	6.250%	$ 7,579.73
			COUNTY TAX	1.000%	$ 1,212.76
			LOCAL TAX	0.500%	$ 606.38
				****TOTAL PROJECT COST**	**$ 130,674.46**

* The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project.

*** Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage laws.**

Effective 03/05/2022

Valid for 60 days. After that time, project conditions are subject to reassessment.

WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING

SAN YSIDRO SCHOOL DISTRICT MATERIAL ONLY - WILLOW ELEMENTARY SCHOOL

QUOTE # 5051105

DATE: 7/6/2022

Contract #4-21-03-1001 Supplement #1

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
876450 309	TREMSEAL PRO WHITE - 30 CTG/CS	CS	$ 342.94	5	$ 1,714.70
400	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	13.4%		$ 1,714.70
SUBTOTAL:					$ 1,714.70
FREIGHT PREPAID & ADD:					N/A
SUBTOTAL WITH FREIGHT ADDED:					$ 1,714.70
			STATE TAX	6.250%	$ 107.17
			COUNTY TAX	1.000%	$ 17.15
			LOCAL TAX	0.500%	$ 8.57
			**TOTAL PROJECT COST		$ 1,847.59

* The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project.

*** Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage laws.**

Effective 03/05/2022

Valid for 60 days. After that time, project conditions are subject to reassessment.

WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING — **Contract #4-21-03-1001 Supplement #1**

SAN YSIDRO SCHOOL DISTRICT MATERIAL ONLY - VISTA DEL MAR MIDDLE SCHOOL

QUOTE # 5051105

DATE: 7/6/2022

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
876450 309	TREMSEAL PRO WHITE - 30 CTG/CS	CS	$ 342.94	5	$ 1,714.70
876451 309	TREMSEAL PRO ALUMINUM STONE - 30 CTG/CS	CS	$ 342.94	3	$ 1,028.82
49202C	GEOGARD SEAM SEALER 2 GL	EA	$ 229.49	2	$ 458.98
400	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	13.4%		$ 3,202.50
SUBTOTAL:					$ 3,202.50
FREIGHT PREPAID & ADD:					N/A
SUBTOTAL WITH FREIGHT ADDED:					$ 3,202.50
			STATE TAX	6.250%	$ 200.16
			COUNTY TAX	1.000%	$ 32.03
			LOCAL TAX	0.500%	$ 16.01
			**TOTAL PROJECT COST		$ 3,450.69

* The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project.

*** Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage laws.**

SYSD District Roofing Needs Assessment
Information Based on TREMCO Assessment and Recommended Actions - May 2022

Table 1: Roof Rating Scale and Status

Score	*Rating*	*Status*	*Time Frame*
0	RED	Critical Action	Health Safety & Eminent Issues: Critical
10	RED	Replacement	Replacement in 1 to 2 Years
20	RED	Replacement	Replacement in 2 to 3 Years
30	RED	Replacement	Replacement in 3 to 5 Years
40	Amber	Fair Condition	Needs action in 1 to 3 years to prevent replacement
50	Amber	Fair Condition	Budget the restoration in 3 to 5 Years
60	Amber	Fair Condition	Restoration will return roof to Green Condition
70	Amber	Fair Condition	Repairs could return roof to Green Condition
80	Green	Good Condition	Maintenance and Minor Repairs Required
90	Green	Good Condition	Maintenance and Minor Repairs Required
100	Green	Good Condition	Maintenance; Roof is 2 years old or less

School or Bldg	*Score*	*Proposed Action*
District Office & Warehouse	20	Replacement
Ocean View Hills: Flat Roofs; Smythe: North Roof	30	Replacement
Sunset: Flat Roofs	40	Restore Roof
Sunset: Metal Roof; Vista Del Mar	50	Repair
Willow	60	Fair: Maintain
Ocean View Hills: Metal Roofs	70	Fair: Maintain
La Mirada & Smythe: South	80	Good (Maintain)

Table 2: Estimated Budget

Building	Rating	Score	Roof Area	Est. Budget	CMAS Est.	Labor/GCs
Dist. Office	RED	20	12,200	$215,000	75000	140000
Warehouse	RED	20	8,200	$140,000	50000	90000
OVH: Flat	RED	30	62,000	$980,000	384500	595000
Smythe: North	RED	30	20,100	$370,000	143500	226500
	Subtotal for RED Rated Roofs:		102,500	$1,705,000	$653,000	$1,051,500
Sunset: Flat	AMBER	40	19,500	$370,000	125000	245000
Sunset: Metal	AMBER	50	46,000	$60,000	6000	54000
Vista Del Mar	AMBER	50	50,374	$80,000	3450	75000
Willow	AMBER	60	75,579	$100,000	1850	98000
OVH: Metal	AMBER	70	50,000	$10,000	1000	9000
	Subtotal for AMBER Rated Roofs:		241,453	$620,000	$137,300	$481,000
	Grand Total (All Roofs):		343,953	$2,325,000	790,300	1,532,500

Table Prepared by Tom Silva Consulting: Based on TREMCO May 2022 SYSD Roofing Assessment & Recommendations; CMAS Estimates Updated in July 2022

CMAS AGREEMENT DETAILS

Date Last Refreshed: 7/6/2022 9:12:00am

CMAS Agreement Number	4-21-03-1001
CMAS Supplier Name	Weatherproofing Technologies,...
Current Supplement Number	2
Term Start Date	6/22/2022
Term End Date	2/28/2023
Base Schedule Number	AEPA IFB #021-D
Base Schedule Holder	Weatherproofing Technologies
Business Enterprise Type	NA
Contact Name	Jane Krivos
Phone Number	(216) 496-3096
Address	3735 Green Road
City, State Zip Code	Beachwood, Ohio 44122
Email	jkrivos@tremcoinc.com
Company Website	www.tremcoroofing.com

Product/Service Codes
CONSTRUCTION-ROOFING MATERIAL

Back

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Manuela Colom, Interim
Assistant Superintendent of
Educational Leadership, Pupil Services
and Safety

☒ Informational
☐ Action

AGENDA ITEM: REVISED COVID-19 MASKS, TESTING & VACCINATIONS FOR 2022-2023

BACKGROUND INFORMATION:
San Ysidro School District will no longer administer the Concentric weekly testing program, however, rapid antigen tests may be administered at schools by qualified staff when necessary and on special occasions. SYSD will also be providing home test kits when needed to staff and students in lieu of "at-home" quarantine, as long as they are within the regulations defined by the California Department of Public Health. Negative results from antigen tests, including rapid at-home tests, are accepted by school health offices as long as a photo of the result with the time and date taken is provided.

There will be no requirement for COVID-19 vaccination for any student group to participate in summer school, extracurricular programs, or in-person instruction during the 2022-2023 school year.

Although highly encouraged, there is no requirement for SYSD staff to be vaccinated for the 2022-2023 school year. Employees, contracted staff and volunteers who have not provided evidence of full vaccination to Human Resources must test weekly and provide the results to covid@sysdschools.org.

RECOMMENDATION:
Information Only

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 Masking Protocol 2022-2023

What are the current mask requirements?

San Ysidro School District strongly recommends students, staff and visitors wear masks at schools and district buildings when indoors, however wearing masks is not required while on district property.

Will mandatory masking requirements return in the future?

Indoor masking may return to required status for individual schools and/or the District if the following risk levels are reached.

- Individual schools will resume required masking indoors for a minimum of a 14-day period, when:
    - Within the past 14 days, at least three outbreaks (three or more cases in an individual classroom or stable group constitutes one outbreak) have occurred in the school, **AND** more than 5% of the school are confirmed positive.

Where can I find the status of my school for the masking risk levels?

The District's team is monitoring COVID-19 cases, any potential school-based outbreaks and student and staff absences due to illness.

A notice will be sent to everyone if any of the risk levels are reached at their school site.

The CDC COVID-19 Community Level for San Diego County can be viewed here.

Are there instances when masks are still required?

Yes. Masks will remain mandatory in school Health Offices.

Masks may also be required at any indoor events, including Back to School events, open houses, awards assemblies and larger gatherings.

Will masks still be available at schools and district offices for students and staff?

Yes. The district has a variety of masks for student and staff use which include surgical masks, KN masks for staff and students, N95 masks for staff.

COVID-19 Testing & Vaccines Protocols 2022-2023

Will COVID-19 tests be available to students?

San Ysidro School District will no longer administer the Concentric weekly testing program, however, rapid antigen tests may be administered at schools by qualified staff when necessary and on special occasions. SYSD will also be providing home test kits when needed to staff and students in lieu of “at-home” quarantine, as long as they are within the regulations defined by the California Department of Public Health. Negative results from antigen tests, including rapid at-home tests, are accepted by school health offices as long as a photo of the result with the time and date taken is provided.

Online learners and anyone choosing to test at any time can go to the County website for test availability. San Diego County has convenient testing facilities located near your home or school. For a list of those sites and their hours of operation, see this County map, or call 211 for information.

Will unvaccinated staff continue weekly testing?

Yes, per the State Public Health Officer Order on Vaccine Verification for Workers in Schools, K-12 workers (including volunteers) who have not provided evidence of being fully vaccinated to Human Resources, are required to test weekly and submit their results to covid@sysdschools.org.

If a student or staff member tests COVID-19 positive, what are the protocols?

The District follows the San Diego County Office of Education and San Diego County Public Health’s co-developed Decision Tree which is designed to assist school personnel in making decisions on how to handle students or staff members who become ill or present symptoms while at school. Students and staff who test positive or are a close contact of someone who tests positive may be required to stay home for a prescribed period of time as determined by a county public health decision tree. These students are offered short term independent study from their school office and teacher.

Vaccines

Is there a student vaccine mandate?

There will be no requirement for COVID-19 vaccination for any student group to participate in summer school, extracurricular programs, or in-person instruction during the 2022-2023 school year.

With all age groups approved for the COVID-19 vaccine, better community protection is currently available.

What is the vaccine requirement for staff?

Although highly encouraged, there is no requirement for SYSD staff to be vaccinated for the 2022-2023 school year. Employees, contracted staff and volunteers who have not provided evidence of full vaccination to Human Resources must test weekly and provide the results to covid@sysdschools.org.

Where can I take my student to get a COVID-19 vaccine?

For a list of vaccine centers near you, please go to http://myturn.ca.gov/. If you cannot find a vaccine center near you, please contact your primary care provider or health office. Information from the County of San Diego can be found here.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Pupil Services Department
Manuela Colom,
Temporary Senior Management

☐ Informational
☒ Action

AGENDA ITEM: AMEND COVID PREVENTION PLAN (CPP)

BACKGROUND INFORMATION:
This amendment to the existing COVID Prevention Plan (CPP) is in accordance with the California Department of Public Health and local department guidelines for schools. The SYSD Mask, Testing and Vaccination Protocols were added in the Covid Prevention Plan.

RECOMMENDATION:
Authorize an amendment to the COVID Prevention Plan in accordance with the California Department of Public Health and local department guidelines for schools.

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

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

San Ysidro School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

COVID-19 Prevention Program (CPP)

Overview

On November 19, 2020, the California Department of Industrial Relations (DIR) Occupational Safety and Health Standards Board unanimously adopted emergency temporary regulations regarding measures that all employers, including schools and community colleges, must undertake in order to prevent the spread of COVID-19 in the workplace. On November 30, 2020, the Office of Administrative Law approved the temporary workplace safety standards, to take effect immediately.
Local educational agencies must take immediate action to ensure their policies and protocols conform with the new regulations, which supplements general and industry-specific guidance that the Division of Occupational Safety and Health (Cal/OSHA) has provided since the beginning of the COVID-19 pandemic. The standards provide limited exceptions for businesses where all employees work remotely or only one employee is employed who does not have contact with others. In addition, the District shall abide by all CalOSHA requirements as set forth in AB685.
Employers must prepare, implement, and maintain a written COVID-19 Prevention Program (CPP), in a form readily understandable for employees. To conform to new regulations as well as guidance from Cal/OSHA, San Ysidro School District has prepared the following CPP which is directly related to the SYSD COVID-19 Prevention Plan for Schools revised on August 8, 2020.

On July 12, 2021, the California Department of Public Health (CDPH) released its 2021-22 K-12 School Guidance on the heels of CDC's Guidance for COVID-19 Prevention in K-12 Schools. Building on CDC's outline of the various mitigation strategies schools should implement to stop the spread of COVID-19, CDPH's guidance addresses masking, physical distancing and quarantine directives for both vaccinated and unvaccinated students and staff who may have been exposed to COVID-19.

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Updated, January 21, 2021
REVISED, July 15, 2021
Amended, September 9, 2021
Amended, March 10, 2022
Amended, July 14, 2022

Authority and Responsibility

The Assistant Superintendent of Educational Leadership, Pupil Services and Safety has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.
All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:
Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.

Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.

Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.

Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.

Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Students with COVID-19 symptoms will be provided support for continued instruction off campus until cleared to return.

Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by:
All district stakeholders including families will receive updates on testing and health guidance from the County Health Department periodically as needed

Health Screenings for Students and Staff

The District shall ensure that all students, employees, and visitors are educated on current safety guidelines which may include checking daily for symptoms associated with COVID-19 infection prior to entering school and district grounds.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

School administrators will serve as liaisons and will work directly with the district's safety officer and HR Department.

Liaisons are responsible for responding to COVID-19 concerns. Staff can contact liaisons, Human Resources, and/or the district's safety officer, Assistant Superintendent of Educational Leadership trained to coordinate with the district's safety officer regarding documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.

All staff have received training for PPE, Staff will be trained on the proper use, removal and washing of face coverings, procedures upon entering school sites and district office, sanitation practices, screening practices.

The San Ysidro School District will continue to provide staff, parents and students with information, and updates regarding the following safety actions:

a. Enhanced sanitation practices
b. Physical distancing guidelines and their importance
c. Proper use, removal, and washing of face coverings
d. Screening practices
e. How COVID-19 is spread
f. COVID-19 specific symptom identification
g. Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID-19.
h. For workers, COVID-19 specific symptom identification and when to seek medical attention
i. The employer's plan and procedures to follow when children or adults become sick at school.
j. The employer's plan and procedures to protect workers from COVID-19 illness (COVID-19 Prevention Plan for Schools & CPP)

The severity of the hazard will be assessed by supervisors in collaboration with the Assistant Superintendent of Educational Leadership. Correction time frames will be assigned by the assistant superintendent in collaboration with district support departments and labor groups based on individuals identified as being responsible for corrections along with follow up measures and timeframes to correct.

Control of COVID-19 Hazards

Physical Distancing

Recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies (e.g., masking) are implemented. This is consistent with CDC K-12 School Guidance.

Face Coverings

San Ysidro School District strongly recommends students, staff and visitors wear masks at schools and district buildings when indoors, however wearing masks is not required while on district property.

When schools are providing in-person instruction, the District shall follow current local guidance regarding face coverings. The District will also follow current local CDPH guidelines for staff and students wearing face coverings.

The following guidance effective July 1, 2022, unless otherwise stated, and will continue to be reviewed regularly by the California Department of Public Health (CDPH)
Masks, particularly children masks (PDF), remain highly effective, inexpensive, and dynamic tools to protect oneself and mitigate transmission of COVID-19 and other respiratory pathogens. The California Department of Public Health guidelines for using face masks states the following:

- It is required that no person be prevented from wearing a mask as a condition for participation in an activity or entry into a school, unless wearing a mask would pose a safety risk.
- The district and schools have local protocols to provide masks to students who inadvertently fail to bring a face covering to school and desire to use one. San Ysidro School District has a variety of masks for students and staff which include KN masks for students and N95 for staff.
- It is recommended that unless otherwise directed by local health departments or local educational agencies, students and staff should follow CDPH masking guidance for the general public, as well as masking guidance for specific situations (e.g., when having symptoms, being infected, or exposed).

Individual schools will resume required masking indoors for a minimum of 14-day period when:

- Within the past 14 days, at least 3 outbreaks (three or more cases in an individual classroom or stable group constitutes an outbreak) have occurred in the school and more than 5% of the school are confirmed positive.

Masks will remain mandatory in school Health Offices and will also be required for any indoor events, including Back to School , Open Houses, Awards Assemblies and larger gatherings.

Engineering controls

Ventilation recommendations:

For indoor spaces, ventilation should be optimized, which can be done by following CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools.

The district will be increasing all HVAC units that have economizers to 100% fresh air intake in order to increase outside air and proper ventilation in classrooms, offices and common areas.

The HVAC units that do not have economizers attached to the unit due to the age of the unit, this includes portable classrooms, will have air purification/scrubber units (Merv-11 filters) and GPS units installed in order to clean the air in the portable classrooms.

Existing plexi-glass throughout the schools and district offices will remain optional.

Food service recommendations

a. Maximize physical distance as much as possible while eating (especially indoors). Using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing. Arrange for eating outdoors as much as feasible. Face coverings will always be worn over the mouth and nose in the food line.

b. Clean frequently touched surfaces. Surfaces that come in contact with food should be washed, rinsed, and sanitized before and after meals.

c. Given very low risk of transmission from surfaces and shared objects, there is no need to limit food service approaches to single use items and packaged meals.

Visitor recommendations

a. Schools should review their rules for visitors and family engagement activities.

b. Schools should limit nonessential visitors, volunteers, and activities involving external groups or organizations with people who are not fully vaccinated, particularly in areas where there is moderate-to-high COVID-19 community transmission.

c. Schools should not limit access for direct service providers, but can ensure compliance with school visitor policies.

d. Schools should continue to emphasize the importance of staying home when sick. Anyone,

including visitors, who have symptoms of infectious illness, such as flu or COVID-19, should stay home and seek testing and care.

Healthy Hygiene Practices

Cleaning and disinfecting

In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the U.S. Environmental Protection Agency COVID-19 list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.

For more information on cleaning a facility regularly, when to clean more frequently or disinfect, cleaning a facility when someone is sick, safe storage of cleaning and disinfecting products, and considerations for protecting workers who clean facilities, see Cleaning and Disinfecting Your Facility.

If a facility has had a sick person with COVID-19 within the last 24 hours, clean AND disinfect the spaces occupied by that person during that time.

Should there be a COVID-19 case in our workplace, we will implement the following procedures: After a report of a positive case in a school district area, the area will be closed until trained maintenance staff will sanitize the area with Clorox 180 within 24 hours.

Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by utilizing disinfecting products.

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seat belt buckles, armrests, shifter, etc.) will be disinfected between users. Employees using transportation during work hours are required to follow all safety requirements and do not ride together to locations. District vehicles are disinfected after use.

Hand sanitizing

Hand hygiene recommendations

Teach and reinforce washing hands, avoiding contact with one's eyes, nose, and mouth, and covering coughs and sneezes among students and staff.

Promote hand washing throughout the day, especially before and after eating, after using the

bathroom, and after handling garbage, or removing gloves.

Ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trash cans, face coverings, and hand sanitizers with at least 60 percent ethyl alcohol for staff and children who can safely use hand sanitizer.

In order to implement effective hand sanitizing procedures:

Most classrooms have sinks for hand washing use however, hand washing stations will be available if needed near relocatable classrooms that do not have sinks. Soap supply will be checked and maintained daily.

Information will be shared regarding these procedures.

Developing routines will enable students and staff to regularly wash their hands.

Hand sanitizer will also be an available option to ensure hand hygiene.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380 https://www.dir.ca.gov/title8/3380.html, and provide such PPE as needed. The district shall provide face coverings for all staff.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 https://www.dir.ca.gov/title8/5144.html, when the physical distancing requirements are not feasible or maintained. **[reference section 3205(c)(E) for details on required respirator and eye protection use.]**

We provide and ensure use of eye protection and respiratory protection in accordance with section 5144 https://www.dir.ca.gov/title8/5144.html, when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

Investigating and Responding to COVID-19 Cases

The District will work with the County Department of Public Health to ensure that all current guidance on quarantining including class and school closure requirements are followed. All staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.

Case reporting, contact tracing and investigation

Per AB 86 (2021) and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department.

Schools or LEAs should have a COVID-19 liaison to assist the local health department with

contact tracing and investigation.

This will be accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.
Employees who had potential COVID-19 exposure in our workplace will be:
Staff reports any symptoms or contact with a positive case to their supervisor.
Contact tracing then begins at the district level led by the district's safety officer and employee.

Continuation of paid status is required if an employee contracts COVID-19 at work or is directed to quarantine due to exposure at work. Updates regarding prevention measures are shared through email and constant contact.

School district stakeholders will also be informed of cost free testing and vaccination locations.

At any time students exhibiting symptoms of COVID-19 will be quarantined until they are picked up by a family member.

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:
Employees report COVID-19 symptoms and possible hazards to their supervisor.
Employees can report symptoms and hazards without fear of reprisal.

Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.

The district communicates positive cases directly to the County Health Department for immediate contact tracing support.

After the identification of a positive case, contacts of potential exposure are notified as well as a district-wide notification is sent to all SYSD stakeholders.

Testing

Per California Department of Public Health guidelines testing remains a key mitigation layer to detect and curb transmission of COVID-19. San Ysidro School District will ensure access to COVID-19 testing for students and staff, particularly for vulnerable communities. Rapid antigen tests may be administered at schools by qualified staff when necessary and on special occasions. SYSD will also be providing home test kits when needed to staff and students in lieu of "at-home" quarantine, as long as they are within the regulations defined by the California Department of Public Health. Negative results from antigen tests, including rapid at-

home tests, are accepted by school health offices as long as a photo of the result with the time and date taken is provided.

Online learners and anyone choosing to test at any time can go to the County website for test availability. San Diego County has convenient testing facilities located near your home or school. For a list of those sites and their hours of operation, see this County map, or call 211 for information.

Per the State Public Health Officer Order on Vaccine Verification for Workers in Schools, K-12 workers (including volunteers) who have not provided evidence of being fully vaccinated to Human Resources, are required to test weekly and submit their results to covid@sysdschools.org.

TheSan Ysidro School District follows the San Diego County Office of Education and San Diego County Public Health's co-developed Decision Tree which is designed to assist school personnel in making decisions on how to handle students or staff members who become ill or present symptoms while at school. Students and staff who test positive or are a close contact of someone who tests positive may be required to stay home for a prescribed period of time as determined by a county public health decision tree. These students are offered short term independent study from their school office and teacher.

Schools will review support and resources offered by the California COVID-19 Testing Task Force, as well as those available through healthcare insurers, local, and federal sources.

The CDPH recommends the following actions be taken:

- Antigen tests be considered the primary option for detecting COVID-19 in schools, compared to PCR tests. For more information, see the Preliminary Testing Framework for K-12 Schools (PDF).
- Due to the increased travel and social interactions that often occurs during school-breaks, it is recommended that students and staff get tested for COVID-19 prior to returning to school following major breaks (e.g., summer, winter, spring).

Vaccines

There will be no requirement for COVID-19 vaccination for any student group to participate in summer school, extracurricular programs, or in-person instruction during the 2022-2023 school year.

With all age groups approved for the COVID-19 vaccine, better community protection is currently available.
Although highly encouraged, there is no requirement for SYSD staff to be vaccinated for the 2022-2023 school year. Employees, contracted staff and volunteers who have not provided evidence of full vaccination to Human Resources must test weekly and provide the results to covid@sysdschools.org.

For a list of vaccine centers near you, please go to http://myturn.ca.gov/. If you cannot find a vaccine center near you, please contact your primary care provider or health office. Information from the County of San Diego can be found here.

Training and Instruction

We will provide effective training and instruction to staff and families that include:

Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.

.

Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, local laws, Board Policies (BP), Collective Bargaining Agreements (CBA) and active Memorandums of Understanding (MOU).

The fact that:

COVID-19 is an infectious disease that can be spread through the air.

COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.

An infectious person may have no symptoms.

Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.

The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.

The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.

COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Appendix D: COVID-19 Training Roster will be used to document this training.

Exclusion of COVID-19 Cases and Close Contacts

All persons with COVID-19 symptoms, regardless of vaccination status or previous

infection, should:

- Self-isolate and test as soon as possible to determine infection status. Knowing one is infected early during self-isolation enables (a) earlier access to treatment options, if indicated (especially for those that may be at risk for severe illness), and (b) notification of exposed persons (close contacts) who may also benefit by knowing if they are infected.

For symptomatic persons who have tested positive within the previous 90 days, using an antigen test is preferred.

- Remain in isolation while waiting for testing results. If not tested, they should continue isolating for 10 days after the day of symptom onset, and if they cannot isolate, should wear a well-fitting mask for 10 days.
- Consider continuing self-isolation and retesting with an antigen or PCR test in 1-2 days if testing negative with an antigen test, particularly if tested during the first 1-2 days of symptoms.
- Continue to self-isolate if test result is positive, follow recommended actions below (Table 1), and contact their healthcare provider about available treatments if symptoms are severe or they are at high risk for serious disease or if they have any questions concerning their care.

Table 1: Persons Who Should Isolate

Persons Who Test Positive for COVID-19	Recommended Actions
Everyone, regardless of vaccination status, previous infection or lack of symptoms.	• **Stay home (PDF)** for at least 5 days after start of symptoms (or after date of first positive test if no symptoms). • Isolation can end after Day 5 if symptoms are not present or are resolving and a diagnostic specimen* collected on Day 5 or later tests negative. • If unable to test, choosing not to test, or testing positive on Day 5 (or later), isolation can end after Day 10 if fever-free for 24 hours without the use of fever-reducing medications. • If fever is present, isolation should be continued until 24 hours after fever resolves. • If symptoms, other than fever, are not resolving, continue to isolate until symptoms are resolving or until after Day 10. If symptoms are severe, or if the infected person is at high risk of serious disease, or if they have questions concerning care, infected persons should contact their healthcare provider for available treatments. • Per CDPH masking guidance, infected persons should wear a well-fitting mask around others for a total of 10 days, especially in indoor settings (see masking section below for additional information). *Antigen test preferred.

Table 2: Close Contacts - General Public (No Quarantine)

Asymptomatic Persons Who are Exposed to Someone with COVID-19 (No Quarantine)	Recommended Actions
Everyone, regardless of vaccination status. Persons infected within the prior 90 days do not need to be tested, quarantined, or excluded from work unless symptoms develop.	• Test within 3-5 days after last exposure. • Per CDPH masking guidance, close contacts should wear a well-fitting mask around others for a total of 10 days, especially in indoor settings and when near those at higher risk for severe COVID-19 disease (see masking section below for additional information). • Strongly encouraged to get vaccinated or boosted. • If symptoms develop, test and stay home (see earlier section on symptomatic persons), AND • If test result is positive, follow isolation recommendations above (Table 1).

Where we have a COVID-19 case in our workplace, we will limit transmission by:
Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.

Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related. This will be accomplished by:

Providing employees at the time of exclusion with information on available benefits. Staff with COVID-19 symptoms will be assisted by the Human Resources Department for best options to continue working remotely and/or using the appropriate leave. Staff will communicate with the District's Safety Officer to determine return dates to work on site and will communicate with their direct supervisor.

Reporting, Recordkeeping, and Access

It is our policy to:

Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.

Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.

Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).

Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.

Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

Upon notification that an employee or student has been infected with COVID-19, SYSD will notify the County Public Health Department.

Reporting information is sent directly to the CPHD by the district's safety officer.
All positive cases will be kept on record with the district's safety officer and reported to the CPHD and employee representatives from both CSEA and SYEA.

Return-to-Work Criteria

The San Ysidro School District follows the San Diego County Office of Education and San Diego Public Health's co-developed Decision Tree which is designed to assist school personnel in making decisions on how to handle students and staff members who become ill or present symptoms while at school. Students and staff who test positive or are a close contact of someone who tests positive may be required to stay home for a prescribed period of time as determined by county public health decision tree. These students are offered short term independent study from their school office and teacher.

Recommendations for staying home when sick and getting tested:

a. Follow the strategy for Staying Home when Sick and Getting Tested from the CDC.

b. Getting tested for COVID-19 when symptoms are consistent with COVID-19 will help with rapid contact tracing and prevent possible spread at schools.

c. Advise staff members and students with symptoms of COVID-19 infection not to return for in-person instruction until they have met CDPH criteria to return to school for those with symptoms:

i. At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; and

ii. Other symptoms have improved; and

iii. They have a negative test for SARS-CoV-2, OR a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) OR a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), OR at least 10 days have passed since symptom onset.

Screening testing recommendations:

CDPH has a robust State- and Federally-funded school testing program and subject matter experts available to support school decision making, including free testing resources to support screening testing programs (software, test kits, shipping, testing, etc.).

Resources for schools interested in testing include: California's Testing Task Force K-12 Schools Testing Program and K-12 school-based COVID-19 testing strategies; The Safe Schools for All state technical assistance (TA) portal; and the CDC K-12 School Guidance screening testing considerations (in Section 1.4 and Appendix 2) that are specific to the school setting.

Consultation

The district has consulted the SYSD COVID-19 Prevention Plan, plan for testing of staff and students and the COVID-19 School Guidance Checklist with both labor union SYEA and CSEA leadership teams. Through this process, Memorandums of Understanding (MOU) will be constructed which support the implementation of the COVID-19 School Safety Plan. Parent and community organizations have also been consulted regarding the plan as evidenced on the COVID-19 Guidance Checklist.

David Farkas, Assistant Superintendent
Educational Leadership, Pupil Services & Safety
San Ysidro School District

Date: 9/9/21

Appendices

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: **[enter name(s)]**

Date: **[enter date]**

Name(s) of employee and authorized employee representative that participated: **[enter name(s)]**

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

Appendix B: COVID-19 Inspections

[This form is only intended to get you started. Review the information available at www.dir.ca.gov/dosh/coronavirus/ for additional guidance on what to regularly inspect for, including issues that may be more pertinent to your particular type of workplace. You will need to modify the form accordingly.]

Date: [enter date]

Name of person conducting the inspection: **[enter names]**

Work location evaluated: **[enter information]**

Exposure Controls	Status	Person Assigned to Correct	Date Corrected

Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
[add any additional controls your workplace is using]			

[add any additional controls your workplace is using]			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
[add any additional controls your workplace is using]			

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: [enter date]

Name of person conducting the investigation: **[enter name(s)]**

Employee (or non-employee*) name:		**Occupation (if non-employee, why they were in the workplace):**	
Location where employee worked (or non-employee was present in the workplace):		**Date investigation was initiated:**	
Was COVID-19 test offered?		**Name(s) of staff involved in the investigation:**	
Date and time the COVID-19 case was last present in the workplace:		**Date of the positive or negative test and/or diagnosis:**	
Date the case first had one or more COVID-19 symptoms:		**Information received regarding COVID-19 test results and onset of symptoms (attach documentation):**	

Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):	

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:		
All employees who may have had COVID-19 exposure and their authorized representatives.	**Date:**	
	Names of employees that were notified:	
Independent contractors and other employers present at the workplace during the high-risk exposure period.	**Date:**	
	Names of individuals that were notified:	

What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		**What could be done to reduce exposure to COVID-19?**	
Was local health department notified?		**Date:**	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Appendix D: COVID-19 Training Roster

Date: [enter date]

Person that conducted the training: [enter name(s)]

Employee Name	Signature

Additional Consideration #1

Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

- We will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
    - All employees in our exposed workplace will be immediately tested and then tested again three to five days later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
    - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
    - We will provide additional testing when deemed necessary by Cal/OSHA.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and local health officer orders if applicable.

Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 investigation, review and hazard correction

In addition to our CPP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
    - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
    - Our COVID-19 testing policies.
    - Insufficient outdoor air.
    - Insufficient air filtration.
    - Lack of physical distancing.
- Updating the review:
    - Every thirty days that the outbreak continues.
    - In response to new information or to new or previously unrecognized COVID-19 hazards.
    - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
    - Moving indoor tasks outdoors or having them performed remotely.
    - Increasing outdoor air supply when work is done indoors.
    - Improving air filtration.
    - Increasing physical distancing as much as possible.
    - Respiratory protection.
    - describe other applicable controls].

Notifications to the local health department

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.

Additional Consideration #2

Major COVID-19 Outbreaks

[This section will need to be added to your CPP should your workplace experience 20 or more COVID-19 cases within a 30-day period. Reference section 3205.2 for details.]

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria,** and any relevant local health department orders.

Investigation of workplace COVID-19 illnesses

We will comply with the requirements of our CPP I**nvestigating and Responding to COVID-19 Cases**.

COVID-19 hazard correction

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected
- Implement any other control measures deemed necessary by Cal/OSHA.

Notifications to the local health department

We will comply with the requirements of our **Multiple COVID-19 Infections** and **COVID-19 Outbreaks-Notifications to the Local Health Department.**

Additional Consideration #4

COVID-19 Prevention in Employer-Provided Transportation to and from Work

[This section will need to be added to your CPP if there is employer-provided motor vehicle transportation to and from work, which is any transportation of an employee, during the course and scope of employment, provided, arranged for, or secured by an employer including ride-share vans or shuttle vehicles, car-pools, and private charter buses, regardless of the travel distance or duration involved. Reference section 3205.4 for details.

This section does not apply:

- **If the driver and all passengers are from the same household outside of work, such as family members.**
- **To employer-provided transportation when necessary for emergency response, including firefighting, rescue, and evacuation, and support activities directly aiding response such as utilities, communications and medical operations.]**

Assignment of transportation

We will prioritize shared transportation assignments in the following order:

- Employees residing in the same housing unit will be transported in the same vehicle.
- Employees working in the same crew or worksite will be transported in the same vehicle.
- Employees who do not share the same household, work crew or worksite will be transported in the same vehicle only when no other transportation alternatives are possible.

Physical distancing and face coverings

We will ensure that the:

- Physical distancing and face covering requirements of our CPP **Physical Distancing** and **Face Coverings** are followed for employees waiting for transportation.
- Vehicle operator and any passengers are separated by at least three feet in all directions during the operation of the vehicle, regardless of the vehicle's normal capacity. Vehicle operator and any passengers are provided and wear a face covering in the vehicle as required by our CPP **Face Coverings**.

Screening

We will develop, implement, and maintain effective procedures for screening and excluding drivers and riders with COVID-19 symptoms prior to boarding shared transportation.

Cleaning and disinfecting

We will ensure that:

- All high-contact surfaces (door handles, seatbelt buckles, armrests, etc.) used by passengers are cleaned and disinfected before each trip.
- All high-contact surfaces used by drivers, such as the steering wheel, armrests, seatbelt buckles, door handles and shifter, are cleaned and disinfected between different drivers.
- We provide sanitizing materials, training on how to use them properly, and ensure they are kept in adequate supply.

Ventilation

We will ensure that vehicle windows are kept open, and the ventilation system set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:

- The vehicle has functioning air conditioning in use and the outside temperature is greater than 90 degrees Fahrenheit.
- The vehicle has functioning heating in use and the outside temperature is less than 60 degrees Fahrenheit.
- Protection is needed from weather conditions, such as rain or snow.
- The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100.

Hand hygiene

We will provide hand sanitizer in each vehicle and ensure that all drivers and riders sanitize their hands before entering and exiting the vehicle. Hand sanitizers with methyl alcohol are prohibited.

REFERENCES

- **COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year**
- **Centers for Disease Control and Prevention Guidance for COVID-19 Prevention in K-12 Schools (July 9, 2021)**
- **Centers for Disease Control and Prevention Vaccination Verification**
- **CDPH K-12 School Reopening Framework and Guidance Q&A**
- **CDPH Guidance for the Use of Face Coverings**
- **CDPH Guidance for Child Care Providers and Programs**
- **CDPH Safe Schools for All Hub**

- Cal/OSHA FAQs
- Cal/OSHA Factsheet on Regulations
- Cal/OSHA Aerosol Transmissible Diseases Standard

- Cal/OSHA Emergency Regulations to Protect Workers from COVID-19 in Effect Press Release (December 1, 2020)
- Coalition Letter Raising Concerns Regarding Emergency Regulations (November 18, 2020)
- SYSD Pandemic Threat Annex
- Testing in San Diego County
- Social Distancing and Sanitization
- Industry Guidance
- SYSD COVID-19 Prevention Plan for Schools
- ORDER OF THE HEALTH OFFICER (Isolation of All Persons with or Likely to have COVID-19)
- ORDER OF THE HEALTH OFFICER (Quarantine of Persons Exposed to COVID-19)
- https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Safe-Schools-for-All-Plan-Summary.aspx
- https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Safe-Schools-for-All-Plan-Rationale.aspx
- https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Vaccine-Prioritization.aspx

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: APPROVE SUBSTITUTE TEACHER AND SUBSTITUTE PERMIT TEACHER PAY RATES FOR THE 2022-2023

BACKGROUND INFORMATION:
The San Ysidro School District recommends approval of the new Substitute Teacher and Substitute Permit Teacher pay rates for the 2022-2023 School Year.

RECOMMENDATION:
Approve the new Substitute Teacher and Substitute Permit Teacher pay rates for the 2022-2023 School Year.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Business Services Reviewed: _____

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
SUBSTITUTE SALARY SCHEDULE

CLASSIFICATION	HOURLY RATE
AVID Tutors	$14.00 effective Jan 2021
Substitute Campus Aides	$15.00 effective Jan 2022
Substitute Bus Drivers	$17.13 effective Nov 2015
Substitute Campus Security	$16.87 effective Nov 2017
Substitute Clerks	$15.50 effective Sep 2021
Substitute Custodians	$16.50 effective Sep 2021
Substitute Child Nutrition Specialists	$15.50 effective Sep 2021
Substitute Gardeners	$16.50 effective Sep 2021
Substitute Instructional Aides	$15.00 effective Sep 2021
Substitute Maintenance Worker	$16.74 effective Jan 2009
Substitute Permit Teachers	TEMPORARY FOR 22/23 SCHOOL YEAR ONLY $20.00
Substitute Publication Technicians	$20.19 effective Oct 2017
Substitute Counselor	TEMPORARY FOR 22/23 SCHOOL YEAR ONLY $250 $285 after the 11th day in same assignment
Substitute Teacher	TEMPORARY FOR 22/23 SCHOOL YEAR ONLY $250 a day $285 after the 11th day in same assignment

*Revised 4-17-15; 10-23-15; 11-01-15; 11-10-17; 02-21-19, 12-19-19, 1-21-21, 8-09-21, 9-09-21, 01-19-22, 01-27-22, 07-14-22

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 AND COLLECTIVE BARGAINING TENTATIVE AGREEMENT WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

BACKGROUND INFORMATION:
On June 16, 2022, the San Ysidro School District and the California School Employees Association (CSEA) reached the following agreements for 2021-2022 school year:

- The Parties came to an agreement regarding the issues related to extra duties performed by specific classifications during the COVID-19 pandemic in the 2021-22 school year. A one-time stipend will be issued in the amount of $1,500.00.
- A Tentative Agreement was reached between the Parties in reference to Article 14: Wages and Fringe Benefits to increase the classified salary schedule by 3% effective January 1, 2022. In addition, a 2% off schedule payment shall be issued based on the new salary schedule that starts January 1, 2022. In addition, effective January 1, 2022, the District "per employee" contribution to the pool shall be $10,000. The classified salary schedule shall be adjusted so that the lowest step is $16.93 after the 3% increase. Exhibit A
- The Parties agreed on reclassifications as set forth in the attached Exhibits A, B, C.

RECOMMENDATION:
Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

2021-2022	
$933,915.19	General & Child Development Funds
(Amount)	(Name of funding source and/or location)

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: California School Employee Association Certificated: _____ Classified: X

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: July 14, 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.	**Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$10,712,966.00		0.00%	$223,780.94	2.02%	$235,084.53	2.08%
2.	**Salary Schedule** - Increase (Decrease)	$10,712,966.00	$357,559.94	3.34%	$459,919.43	4.15%	$459,919.43	3.99%
3.	**Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$10,712,966.00	$272,269.13	2.54%	$0.00	0.00%	$0.00	0.00%
4.	**Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$3,352,301.32	$197,086.11	5.88%	$213,943.52	6.03%	$217,480.64	5.78%
5.	**Health/Welfare Benefits** - Increase (Decrease)	$1,938,000.00	$107,000.00	5.52%	$107,000.00	5.23%	$107,000.00	4.97%
6.	**Total Compensation** - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	$16,003,267.32	$933,915.19	5.84%	$1,004,643.89	5.93%	$1,019,484.59	5.68%
7.	**Total Number of Represented Employees**	214.00	214.00		214.00		214.00	
8.	**Total Compensation Cost for Average Employee** - Increase (Decrease)	$74,781.62	$4,364.09	5.84%	$4,694.60	5.93%	$4,763.95	5.68%

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:

This AB1200 is for 3 agreements between CSEA and SYSD.

Agreement #1: Tentative Agreement 2021-22 school year – Article 14- Wages and Fringe Benefits

1. The Classified Salary Schedule shall be increased by 3% effective January 1, 2022.
2. In addition, a 2% off schedule payment shall be issued to all classified staff. The off schedule payment shall be based on the new salary effective January 1, 2022 that includes the 3% increase.
3. Effective January 1, 2022 the District "per employee" contribution to the pool shall be $10,000.
4. The Classified Salary Scheduled shall be adjusted so that the lowest step is $16.93 after the 3% increase as seen in Exhibit A.

Agreement #2: Regarding Reclassifications for the 2021-2022 School Year; approximately 20 position titles

Agreement #3: Regarding Extra Duties for the 2021-2022 School Year

1. One-time lump sum stipend of $1500 for the following position titles: Child Nutrition Specialists, Instructional Aide, SPED, Lead, Child Nutrition Specialists, Outreach Consultants

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

No specific changes in Non-Compensation Items.

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.

No specific impacts on instructional/support programs to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

No contingency language is included in the proposed agreement.

E. Source of Funding for Proposed Agreement

1. The cost of this MOU will be funded by the General Fund, Child Development Fund and Cafeteria Fund.

The cost of the 2% off-schedule will be funded by ESSER II and/or ESSER III.

2. How will the ongoing cost of the proposed agreement be funded in future years?

The cost of this MOU will be funded by the General Fund, Child Development Fund and Cafeteria Fund.

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)

The cost of this MOU will be funded by the General Fund, Child Development Fund and/or Cafeteria Fund

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 *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$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-Bugeted 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.

Gina A. Potter — 6/30/2022

District Superintendent (Signature) — Date

Marilyn Adrianzen — 6/30/2022

Chief Business Official (Signature) — Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

Revised: 06/06

Supplement

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

Date of governing board approval of budget revisions in Col. 2: June 23, 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 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
REVENUES:				
Revenue Limit Sources (8010-8099)	52,726,092			52,726,092
Remaining Revenues (8100-8799)	18,896,570			18,896,570
TOTAL REVENUES	71,622,662	0	0	71,622,662
EXPENDITURES:				0
1000 Certificated Salaries	28,057,316			28,057,316
2000 Classified Salaries	11,128,222	629,829	(629,829)	11,128,222
3000 Employee Benefits	18,085,491	304,086	(304,086)	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
TOTAL EXPENDITURES	71,780,512	933,915	(933,915)	71,780,512
OPERATING SURPLUS (DEFICIT)	(157,850)	(933,915)	933,915	(157,850)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT	0			0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(157,850)	(933,915)	933,915	(157,850)
BEGINNING BALANCE	14,672,753			14,672,753
CURRENT YEAR-ENDING BALANCE	14,514,903	(933,915)	933,915	14,514,903
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	316,387			316,387
Committed (9750/9760)				0
Assigned (9780)	1,684,304	(933,915)	933,915	1,684,304
Reserve Economic Uncertainties (9789)	2,232,138			2,232,138
Unassigned/Unappropriated (9790)	10,232,074			10,232,074

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:

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).

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SAN YSIDRO #154 (CSEA) REGARDING EXTRA DUTIES For The 2021-2022 School Year

June 16, 2022

The San Ysidro School District ("District") and the California School Employees Association and its San Ysidro Chapter #154 ("CSEA"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to extra duties performed by specific classifications during the COVID-19 pandemic in the 2021-2022 school year.

Whereas, due to the COVID pandemic the following classification performed additional duties related to independent study contracts, classroom coverage and food service to students:

1. Child Nutrition Specialists
2. Instructional Aide, SPED
3. Lead, Child Nutrition Specialists
4. Outreach Consultants

Therefore, the Parties agree to the following:

The District will pay the classifications listed above a one-time lump sum stipend of $1,500.

Nothing in the agreement is intended to establish a past practice or set precedence.

Signed this **16th** day of **June 2022**.

DISTRICT

CSEA

TENTATIVE AGREEMENT

Between

California School Employees Association and its San Ysidro Chapter #154 (CSEA)

AND

San Ysidro School District

June 16, 2022

Subject to the ratification by the California School Employees Association and its San Ysidro Chapter #154 and approval by the San Ysidro School District Board of Trustees, the parties have tentatively agreed to the following regarding Article 14 - Wages and Fringe Benefits for the 2021-2022 school year.

1. The Classified Salary Schedule shall be increased by 3% effective January 1, 2022.

2. In addition, a 2% off schedule payment shall be issued to all classified staff. The off schedule payment shall be based on the new salary effective January 1, 2022 that includes the 3% increase.

3. Effective January 1, 2022 the District "per employee" contribution to the pool shall be $10,000.

4. The Classified Salary Scheduled shall be adjusted so that the lowest step is $16.93 after the 3% increase as seen in Exhibit A.

Dated June 16, 2022

For SYSD:

For CSEA:

Exhibit A

San Ysidro School District
Classified Schedule
Salary Administration Plan 005
Hourly

Step	Grade 1	Grade 2	Grade 3	Grade 4
1				
2				
3				
4				
5	$ 16.93	$ 17.03	$ 17.13	$ 17.72
6	$ 17.03	$ 17.13	$ 17.72	$ 18.54
7	$ 17.13	$ 17.72	$ 18.54	$ 19.39
8	$ 17.72	$ 18.54	$ 19.39	$ 20.29
9	$ 18.54	$ 19.39	$ 20.29	$ 21.22
10	$ 19.39	$ 20.29	$ 21.22	$ 22.20
11	$ 20.29	$ 21.22	$ 22.20	$ 23.22
12	$ 21.22	$ 22.20	$ 23.22	$ 24.28
13	$ 22.20	$ 23.22	$ 24.28	$ 25.40
14	$ 23.22	$ 24.28	$ 25.40	$ 26.56
15	$ 24.28	$ 25.40	$ 26.56	$ 27.79
16	$ 25.40	$ 26.56	$ 27.79	$ 29.08
17	$ 26.56	$ 27.79	$ 29.08	$ 30.41
18	$ 27.79	$ 29.08	$ 30.41	$ 31.81
19	$ 29.08	$ 30.41	$ 31.81	$ 33.27
20	$ 30.41	$ 31.81	$ 33.27	$ 34.80
21	$ 31.81	$ 33.27	$ 34.80	$ 36.40
22	$ 33.27	$ 34.80	$ 36.40	$ 38.08
23	$ 34.80	$ 36.40	$ 38.08	$ 39.83
24	$ 36.40	$ 38.08	$ 39.83	$ 41.66
25	$ 38.08	$ 39.83	$ 41.66	$ 43.59

Grade 1	Classified Employee
Grade 2	Classified Employee with 15 Community College* job related units to a Vocational Certificate and/or A.A. Degree
Grade 3	Classified Employee with Community College Vocational Certificate and/or 30 job related units
Grade 4	Classified Employee with A.A. Degree

*Trade school course must be equivalent to Community College unit(s). Prior to enrollment in trade school course(s), the

3.6% Longevity	15 Years of District Service
3.6% Longevity	20 Years of District Service
3.6% Longevity	25 Years of District Service
3.6% Longevity	30 Years of District Service

SAN YSIDRO SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
SAN YSIDRO CHAPTER # 154

Memorandum of Understanding
Regarding Reclassifications for the 2021-2022 School Year

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the San Ysidro School District (hereinafter, "District") and the California School Employees Association and its San Ysidro Chapter #154 (hereinafter, "CSEA").

WHEREAS, the parties have come together to negotiate the impacts of the proposed reclassifications of the positions list in Exhibit A.

WHEREAS, the parties have come together to negotiate the work year calendar of the positions list in Exhibit B.

WHEREAS, the parties have come together to negotiate the impacts of the proposed reclassifications of the unit members list in Exhibit C.

THEREFORE, IT IS AGREED THAT:

1. The reclassifications set forth in Exhibit A, Exhibit B and Exhibit C shall be implemented effective upon approval by the Governing Board.

2. This agreement is non-precedent setting and nothing in this agreement is intended to establish a past practice.

Signed this **16th** day of **June 2022**.

DISTRICT

CSEA

Exhibit A

The following positions shall be reclassified to include a revised job description and the following step movement. The District and CSEA shall collaborate on the revised job descriptions prior to reclassifying said employees.

Position	Current Step	Agreed Step
1. Administrative Clerk I	6-10	7-11
2. Bus Driver	11-15	12-16
3. Campus Aides	4-8	5-9
4. Campus Security	8-12	9-13
5. Gardner	9-13	13-17
6. Instructional Aide	5-9	6-10
7. Instructional Media Resource Aide	10-14	11-15
8. Lead Child Nutrition Specialist	11-15	13-17
9. Maintenance Person	10-14	14-18
10. Special Education Technician	18-22	20-24
11. Testing Assistant	7-11	8-12

Exhibit B

The following positions shall be reclassified to a new work year calendar.

Position	Current Calendar	Agreed Calendar
1. District Translator	10 month	12 month
2. Health Clerk	10 month	11 month

Exhibit C

The following employees shall be reclassified to a new position. The District and CSEA shall collaborate on the new job descriptions prior to reclassifying said employees.

Employee ID	Current Position	New Position	Agreed Steps
1. 291022	Campus Aide	Locker Room Attendant	8-12
2. 615397	Campus Aide	Locker Room Attendant	8-12
3. 327770	Data Support Specialist	Data Reporting Analyst	19-23
4. 476501	Accounting Technician III	Accounts Payable Specialist	17-21

The following employee shall be reclassified to an existing position.

Employee ID	Current Position	New Position	Agreed Steps
5. 100920	Administrative Secretary I	School Administrative Assistant	11-15
6. 444679	Administrative Clerk II	Administrative Secretary I	9-13
7. 451805	Administrative Clerk II	Administrative Secretary I	9-13

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 FOR MANAGEMENT AND CONFIDENTIAL STAFF

BACKGROUND INFORMATION:
A Tentative Agreement was reached between the District and the San Ysidro Education Association (SYEA) and California Schools Education Association 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. In addition, effective January 1, 2022, the health and welfare benefits will be increased to $10,000.

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 certificated/classified management and classified confidential groups.

RECOMMENDATION:
Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

2021-2022	
$161,910.35	General, Child Development, and Cafeteria
(Amount)	(Name of funding source and/or location)

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: Certificated/Classified Management & Classified Confidential Certificated: _____ 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: July14, 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. **Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$3,441,380.75	$0.00	0.00%	$68,827.62	1.97%	$70,204.17	1.97%
2. **Salary Schedule** - Increase (Decrease)	$3,441,380.75	$51,620.71	1.50%	$105,306.25	3.01%	$107,412.38	2.99%
3. **Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$3,441,380.75	$70,892.44	2.06%	$0.00	0.00%	$0.00	0.00%
4. **Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$910,033.65	$32,397.20	3.56%	$27,847.03	2.95%	$28,403.97	2.93%
5. **Health/Welfare Benefits** - Increase (Decrease)	$2,194,500.00	$7,000.00	0.32%	$14,000.00	0.64%	$14,000.00	0.63%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	**$6,545,914.40**	**$161,910.35**	**2.47%**	**$215,980.90**	**3.22%**	**$220,020.51**	**3.18%**
7. **Total Number of Represented Employees**	27.00	27.00		27.00		27.00	
8. **Total Compensation Cost for Average Employee** - Increase (Decrease)	$242,441.27	$5,996.68	2.47%	$7,999.29	3.22%	$8,148.91	3.18%

Impact on other Funds: _____

Revised: 06/06

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

This is an agreement between the San Ysidro School District and the Certificated/Classified Management and the Classified Confidential groups for the period of July 1, 2021-June 30, 2022.

Compensation and Fringe Benefits

The certificated/classified management and classified confidential salary schedules 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.

Effective January 1, 2022, the health and welfare benefits will be increased from an annualized capped amount of $9,500 to $10,000.

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.

D.	**What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language. If an agreement is reached with any other Bargaining Unit that exceeds the compensation package provided for in this agreement, the District shall provide an equivalent compensation percentage to the certificated/classisfied management and classified confidential group.

E.	**Source of Funding for Proposed Agreement** The funding sources are the general fund, child development fund and cafeteria fund. **2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?** The ongoing cost will be funded by the general fund, child development fund and cafeteria fund. **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)** The funding sources are the general fund, child development fund and cafeteria fund.

D.	**What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language. If an agreement is reached with any other Bargaining Unit that exceeds the compensation package provided for in this agreement, the District shall provide an equivalent compensation percentage to the certificated/classisfied management and classified confidential group.

E.	**Source of Funding for Proposed Agreement** The funding sources are the general fund, child development fund and cafeteria fund. **2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?** The ongoing cost will be funded by the general fund, child development fund and cafeteria fund. **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)** The funding sources are the general fund, child development fund and cafeteria fund.

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)	$90,333,327
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	3,677.66
d. State Standard Minimum Reserve Amount for this District *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$2,709,999.81

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	$2,709,999.81
b. General Fund Budgeted Unrestricted Unappropriated Amount	$0.00
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	$0.00
e. Total District Budgeted Unrestricted Reserves	$2,709,999.81

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.

District Superintendent (Signature)	4/4/2022 Date
Chief Business Official (Signature)	4/4/2022 Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

Revised: 06/06

Supplement

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

Date of governing board approval of budget revisions in Col. 2: _____
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) 3/10/2022	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	49,521,984			49,521,984
Remaining Revenues (8100-8799)	30,893,781			30,893,781
TOTAL REVENUES	80,415,765	0	0	80,415,765
EXPENDITURES:				0
1000 Certificated Salaries	32,703,854	66,653	(38,568)	32,731,938
2000 Classified Salaries	12,078,915	55,860	(32,324)	12,102,451
3000 Employee Benefits	17,308,039	39,397	(18,747)	17,328,690
4000 Books and Supplies	4,174,249			4,174,249
5000 Services and Operating Expenses	17,468,939			17,468,939
6000 Capital Outlay	5,700,146			5,700,146
7000 Other	808,167			808,167
TOTAL EXPENDITURES	90,242,309	161,911	(89,639)	90,314,581
OPERATING SURPLUS (DEFICIT)	(9,826,544)	(161,911)	89,639	(9,898,816)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(9,826,544)	(161,911)	89,639	(9,898,816)
BEGINNING BALANCE	14,672,753			14,672,753
CURRENT YEAR-ENDING BALANCE	4,846,209	(161,911)	89,639	4,773,938
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	336,389			336,389
Committed (9750/9760)				0
Assigned (9780)	1,752,551	(164,641)	89,639	1,677,549
Reserve Economic Uncertainties (9789)	2,707,269	2,730		2,709,999
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 adjustment in Column 3 includes the 2% off schedule which is already included in the district's 2nd interim report. The off-schedule will be funded by ESSER III.	

*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).

Revised: 06/06

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: OPEN PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S REOPENERS TO SAN YSIDRO EDUCATION ASSOCIATION FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the San Ysidro School District's initial ("sunshine") proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public-school employer.

Under the provisions of the current contract between the Board of Education and the San Ysidro School District, it is now appropriate for the Board to offer public comment on the San Ysidro School District's initial ("sunshine") proposal for the sole purpose of reopening Article 14. Wages and Fringe Benefits.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

> The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of certificated school district employees, pursuant to Section 45117 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

RECOMMENDATION:
Accept the initial proposals of the San Ysidro School District to open the collective bargaining agreement with the San Ysidro Education Association for the sole purpose of reopening Article 15. Transfer and Reassignment and Article 15 Observation/Evaluation Procedures and to approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial ("sunshine") proposal to the contract between San Ysidro School District and the Board of Education consisting of Article 15. Transfer and Reassignment and Article 15 Observation/Evaluation Procedures.

and

Motion for the Board of Education to direct the posting of notice of a public hearing on the initial ("sunshine") proposal, and said public hearing to be held on and be open to public comment at the Board of Education meeting on July 14, 2022.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

(Amount)	(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: July 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S INITIAL PROPOSAL TO SAN YSIDRO EDUCATION ASSOCIATION FOR THE 2022-2023 SCHOOL YEAR

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on July 14, 2022.

RECOMMENDATION:
Close Public Hearing for the San Ysidro School District to reopen Article 12 Transfer and Reassignment and Article 15 Observation/Evaluation Procedures with the San Ysidro Education Association for reopeners.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

(Amount)	(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: July 14, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: REVISED TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR SUBSTITUTE ADMINISTRATOR

BACKGROUND INFORMATION:
Administration recommends approving/ratifying the revised Temporary Certificated Management Contract/Offer of employment for Substitute Senior Management for Manuela Colom, effective as early as July 1, 2022. As a Substitute Administrator, Ms. Colom will be responsible for performing the job duties of the assigned administrator position.

RECOMMENDATION:
Approve/Ratify the revised offer of employment for Manuela Colom as Substitute Senior Management, effective as early as July 1, 2022.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$667.48/day	N/A
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT

Manuela Colom
994 Rosal Court
Chula Vista, CA 91910

The Board of Trustees hereby offer you employment in the management position, Substitute Senior Management 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 daily rate of **$667.48**

2. Your interim service in the above named position will begin as early as July 1, 2022. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.

3. As Substitute Administrator you will be responsible for performing the job duties of the assigned administrator position.

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. Said salary shall not exceed the allowable STRS income limitations which is $49,746 for the 2022-2023 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.

6. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.

7. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.

8. 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.

9. 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.

10. 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.

11. 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: _____

Manuela Colom

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Pupil Services Department
Manuela Colom,
Temporary Senior Management

☐ Informational
☒ Action

AGENDA ITEM: POLICIES AND PROCEDURES FOR UNIFORM COMPLAINT PROCEDURE (UCP) 1 & 4 FOR THE 2022-2023 SCHOOL YEAR

BACKGROUND INFORMATION:
To be in compliance with State guidelines pertaining Uniform Complaint Procedure (UCP), our District needs to annually approve UCPs 1 & 4.

UCP 1 ~ Uniform Complaint Procedure:
Local Education Agencies (LEAs), are required to establish Uniform Complaint Procedure (UCP) policies and procedures consistent with 5 *CCR* sections 4600-4687. As per the California Department of Education website, local education agencies (LEA) must have a process that meets both Federal and State requirements for the investigation and resolution of uniform complaint procedure (UCP) complaints filed at the LEA.

UCP 4 ~ Williams Uniform Complaint Procedure:
LEAs are required to establish Williams Complaint policies and procedures consistent with 5 *CCR* sections 4600-4687. As per the California Department of Education website, the document meets State requirements for the investigation and resolution of Williams complaints filed at the LEAs.

RECOMMENDATION:
Approve the Policies and Procedures for Uniform Complaint Procedures (UCP) 1 and 4 for the 2022-2023 school year.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement, Goal 2: English Language and Academic Language Development, Goal 3: School Culture and Student Engagement, Goal 4: Social Emotional Learning and Well-Being 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	N/A
(Amount)	(Name of funding source and/or location)

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

California Department of Education

Uniform Complaint Procedures (UCP) Policies and Procedures

2022-2023

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476
www.sysdschools.org

Adopted by our Governing Board or authorized designee (here and after "the board") on July 14, 2022.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation, and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by San Ysidro School District of federal or state laws or regulations governing educational programs.
This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, or bullying. A signature may be handwritten, typed (including in an email) or electronically generated. Complaints may be filed anonymously. A UCP complaint filed on behalf of an individual student may only be filed by that student or that student's duly authorized representative.

A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation or bullying in programs and activities funded directly by the state or receiving any financial assistance from the state.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The San Ysidro School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by the governing board or the authorized designee.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:
- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career technical and technical education and career technical and technical training programs
- Childcare and development programs
- Compensatory Education
- Consolidated categorical aid programs
- Course Periods without Educational Content

• Discrimination, harassment, intimidation, or bullying against any protected group as identified under *Education Code (EC)* sections 200 and 220 and Government Code Section 11135, including any actual or perceived characteristic as set forth in *Penal Code* Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in *EC* Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
• Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district
• Every Student Succeeds Act
• Local control and accountability plans (LCAP)
• Migrant Education
• Physical Education Instructional Minutes
• Pupil Fees
• Reasonable Accommodations to a Lactating Pupil
• Regional Occupational Centers and Programs
• School Plans for Student Achievement
• School Safety Plans
• Schoolsite Councils
• State Preschool
• State Preschool Health and Safety Issues in LEAs Exempt from Licensing

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.
~~*[NOTE: The following is an optional paragraph]*~~
~~The programs and activities subject to the UCP in which the [Enter name of your LEA] operates are:~~
~~*[Enter List specific programs and activities from above that are currently active in your LEA]:*~~

The following complaints shall be referred to the specified agencies for appropriate resolution and are not subject to our UCP complaint procedures set forth in this document:

(a) Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

(b) Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to DSS.

(c) Employment discrimination complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.

The Responsibilities of San Ysidro School District
We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate and seek to resolve, in accordance with our approved UCP process, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities we implement that are subject to the UCP.

The UCP Annual Notice
We disseminate on an annual basis the UCP Annual Notice which is a written notice of our approved UCP complaint procedures to all of our students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties.

This notice may be made available on our website and shall include the following:

• information regarding allegations about discrimination, harassment, intimidation, or bullying;
• the list of all federal and state programs within the scope of the UCP;
• the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;
• a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate;
• a statement that in order to identify appropriate subjects of state preschool health and safety issues pursuant to Section 1596.7925 of the *Health and Safety Code (HSC)* a notice, separate from the UCP Annual Notice, shall be posted in each California state preschool program classroom in each school in the local educational agency notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the *California Code of Regulations (5 CCR)* apply to California state preschool programs pursuant to *HSC* Section 1596.7925, and (2) the location at which to obtain a form to file a complaint.

Filing UCP Complaints
All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.
Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints*:*

Name: Manuela Colom
Title: Substitute Senior Management
Office: Pupil Resources
Address: 4350 Otay Mesa Road, San Ysidro, CA 92173
Phone: 619-428-4476, Ext. 3087
Electronic mail address: manuela.colom@sysdschools.org

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that we adopted. An LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

Investigating UCP Complaints
The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or

engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the San Ysidro School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We ensure that complainants are protected from retaliation.

We investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group. Unlawful discrimination, harassment, intimidation, or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

UCP Complaint Resolution
We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:
• the findings of fact based on the evidence gathered;
• a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law;
• corrective actions if we find merit in a complaint:
- for complaints regarding Pupil Fees; LCAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians,
- for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
- With respect to a Pupil Fees complaint, corrective actions shall include reasonable efforts to ensure full reimbursement to all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;
• a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and
• the procedures to be followed for initiating an appeal to the CDE.

UCP Complaint Appeal Process
An appeal is a written and signed request by the complainant to the CDE seeking review of an LEA Investigation Report that was issued in response to a properly filed complaint. A signature may be handwritten, typed (including in an email) or electronically generated.
The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:
• The San Ysidro School District failed to follow its complaint procedures, and/or
• the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
• the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
• the legal conclusion in the Investigation Report is inconsistent with the law, and/or
• in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.
[NOTE: the following section is required to be included for LEAs that operate a state preschool program exempt from licensing.]

UCP Requirements Regarding State Preschool Health and Safety Issues Pursuant to HSC Section 1596.7925:

When Filing a UCP Complaint Regarding State Preschool Health and Safety Issues
To file a UCP complaint regarding a state preschool health and safety issue pursuant to *HSC* Section 1596.7925 the complainant must file with the preschool program administrator or their designee in San Ysidro School District.

A state preschool health and safety issues complaint about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to our official for resolution.

A state preschool health and safety issues complaint may be filed anonymously. A complainant who identifies themselves is entitled to a response if they indicate that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If *EC* section 48985 is otherwise applicable, the response, if requested, and our Investigation Report shall be written in English and the primary language in which the complaint was filed.

A complaint form for a state preschool health and safety issue shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as they wish.
When investigating a UCP state preschool health and safety issue the preschool program administrator or the designee of the district superintendent shall make all reasonable efforts to investigate any problem within his or her authority, and investigations shall begin within 10 calendar days of the receipt of the complaint. A valid complaint shall be remedied within a reasonable time period, but not to exceed 30 working days from the date the complaint was received. The resolution of the complaint shall be reported to the complainant within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

Filing an Appeal Regarding UCP State Preschool Health and Safety Issues
A complainant not satisfied with the resolution of the preschool program administrator, or the designee of the district superintendent has the right to describe the complaint at a regularly scheduled hearing of our board. A complainant will not be precluded from filing an appeal to the State Superintendent of Public Instruction (SSPI) if the complainant does not file a local appeal.

A complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of our superintendent has the right to file an appeal to the SSPI within 30 calendar days of the date of the Investigation Report.

The complainant shall comply with the same appeal requirements of 5 *CCR* section 4632 as in the section above 'UCP Complaint Appeal Process.'

The complainant shall include a copy of the Investigation Report and specify and explain the basis for the appeal, including at least one of the following:
• the preschool program administrator or the designee of our superintendent failed to follow its complaint procedures, and/or
• the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
• material findings of fact in the Investigation Report are not supported by substantial evidence, and/or

• the legal conclusion in the Investigation Report is inconsistent with the law, and/or
• If the preschool program is found noncompliant, the corrective actions fail to provide a proper remedy.

The SSPI or his or her designee shall comply with the requirements of 5 CCR Section 4633 and shall provide a written Investigation Report for our agency to the State Board of Education describing the basis for the complaint, our response to the state preschool health and safety issues pursuant to HSC Section 1596.7925 complaint and its remedy or proposed remedy and, as appropriate, a proposed remedy for the issue described in the complaint, if different from our agency's remedy.

We shall report summarized data on the nature and resolution of all UCP state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

All complaints and responses are public records.

Legal References
20 *United States Code [20 U.S.C.]* Section 6301 et seq.
34 *Code of Federal Regulations [34 CFR]* Sections 106.8, 34 CFR 299.10-11
California *Education Code* [*EC*] Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031, 8200-8498, 8235.5, 8235–8239.1, 8261, 8482–8484.65, 8500–8538, 17002(d), 17592.72, 32280–32289, 32289, 33126(b)(5)(A), 33126(b)(5)(B), 33315, 35161, 35186, 46015, 48645.7, 48853, 48853.5, 48987, 49010–49013, 49069.5, 49531, 49556, 51210, 51222, 51223, 51225.1-3, 51228.1–51228.3, 52059, 52075, 52300-52462, 52334.7, 52355, 52451, 52460–52462, 52500-52617, 54440–54445, 54445, 56100(a), 56100(j), 60010, 64001, 65000.
California *Government Code [GC]* Sections 11135, 11136, 12960
California *Penal Code [PC]* Section 422.55, 11166
California *Code of Regulations Title 5 (5 CCR)* Sections 4600-4640, 4690-4694

California Department of Education

Williams Complaint Policies and Procedures

2022-2023

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476

Adopted by our Governing Board or authorized designee (here and after "the board") on July 14, 2022.

Williams Complaint Policies and Procedures

This document contains rules and instructions about the filing, investigation, and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The San Ysidro School District adopted the Uniform Complaint Procedures (UCP) process in accordance with Chapter 5.1 (commencing with Section 4680) of the *California Code of Regulations*, Title 5, to resolve Williams complaints. This document presents information about how we process complaints concerning Williams Settlement issues. A UCP complaint is a written and signed statement by a complainant alleging a violation of state laws or regulations. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of state laws or regulations, regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. If a complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibility of the San Ysidro School District

The San Ysidro School District is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If *Education Code* Section 48985 is applicable and 15 percent or more of the pupils in grades K – 12 enrolled in our district speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate school district official for resolution.

The principal or the designee of the district superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, district superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal, or where applicable, district superintendent or his or her designee, shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to the district superintendent or his or her designee.

The school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

The Williams Complaint Classroom Notice

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each school in the district and includes:

- The parents, guardians, pupils, and teachers,
- a statement proclaiming sufficient textbooks and instructional materials,
- (For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
- a statement that school facilities must be clean, safe, and maintained in good repair,
- a statement that there should be no teacher vacancies or misassignments, and the location at which to obtain a form to file a complaint in case of a shortage.

(Posting a notice downloadable from the Web site of the CDE shall satisfy this requirement.)

The Williams Complaint Form

We make sure that the Williams Complaint form is available for parents, guardians, pupils, and teachers to use.
Every school in our district shall have a complaint form available for such Williams complaints.

The Williams Complaint form shall include:

- A section to indicate if a response is requested,
- a section for contact information including mailing address if a response be requested.
- a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional materials to use in class.
- a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.

- a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
- a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- a statement that a condition poses an urgent or emergency threat to the health or safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
- a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and towels or functional hand dryers.
- a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.
- a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificate employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester).
- a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
- a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- a section to identify the location of the school in which the alleged violation took place,
- a section to identify the course or grade level, if applicable,
- a section where the complainant describes the specific nature of the complaint in detail,
- a statement that the complainant may include as much text as the complainant feels is necessary, and
- a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

Filing a Williams Complaint with the San Ysidro School District

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

The complainant need not use the Williams Complaint form to file a complaint.

How to Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or the district superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board of the school district at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of *EC* Section 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Conditions that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

- Gas leaks.
- Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.
- Electrical power failure.
- Major sewer line stoppage.
- Major pest or vermin infestation.
- Broken windows or exterior doors or gates that will not lock and that pose a security risk.
- Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupil or staff.
- Structural damage creating a hazardous or uninhabitable condition.

In regards to the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, the complainant shall comply with the appeal requirements of 5 *CCR* Section 4632.
A complainant may appeal the Decision of an emergency or urgent threat to the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

State Laws Cited:

California *Education Code* Sections 1240, 17592.72, 35186, 35292.5, 48985.
California *Code of Regulations*,Title 5 *[5 CCR]* Sections 4600–4694

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

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

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF GIMKIT PRO SUBSCRIPTION FOR VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:

Gimkit Pro is a quiz learning game for students and teachers, created and maintained by students. After signing up, teachers begin by creating "kits" (live learning games) to create quizzes. Teachers can create from scratch, import an existing quiz, or copy quizzes from the GimKit gallery to modify for their use.

The Gimkit Pro program has been used at Vista Del Mar Middle School since last school year and the principal is requesting approval to purchase the Gimkit Pro subscription for school year 2022-23. The term of this subscription is one year, and it will give access to all teachers in the school.

RECOMMENDATION:

Approve 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.

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? ☒ Yes ☐ No

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

Requisition #

$1,000.00 (Amount)

Title I Fund (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

Gimkit

QUOTE

PO BOX 19833
Seattle, WA 98109

Date: 06/25/2022

Bill To:

Vista Del Mar Middle School

Balance Due: $1,000.00

Item	Quantity	Rate	Amount
Gimkit School License Gimkit Pro for all educators at your school	1	$1,000.00	$1,000.00

Total: $1,000.00

Notes:

You can access your quote and pay for this group at this link: https://www.gimkit.com/quote/JHk0_kElu.

Our groups system is fully automated. We don't accept purchase orders via email or mail.

Visit the link above to upload your purchase order or pay with credit card. If paying with a purchase order, you'll receive an invoice immediately.

If you have any questions, email us at groups@gimkit.com.

Terms:

1 year Gimkit Pro license for your group

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

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

☐ Informational
☒ Action

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

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 Math will gain fluency and confidence in Math, as it helps students master essential skills at their own pace through fun and interactive questions, built in support and motivating awards.

The Principal at Vista Del Mar Middle School is requesting approval to implement the IXL Math program during the 2022-23 school year. The subscription will include site licenses for up to 500 students and the IXL Core Professional Development package for the initial implementation of this program.

RECOMMENDATION:
Approve 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 $6,45.00 from the Title I Fund.

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. &
Action #17: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$6,745.00 (Amount)

Title I Fund (Name of funding source and/or location)

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

QUOTE

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

QUOTE # 1156502-4
DATE: JUNE 24, 2022

TO:
Mei-Ling Murray
Irene Herrera-Cevallos
4885 Del Sol Blvd.
San Diego, CA 92154

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Dana Dodge		1 year	July 24, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 6-8: 500 students) Subject: Math	$5,750.00	$5,750.00
1	Professional Development: IXL Core PD Package *Unlimited instructor accounts included* *Auto-rostering services included* *Google single sign-on services included*	$995.00	$995.00
		SUBTOTAL	$6,745.00
		SALES TAX	--
		SHIPPING & HANDLING	--
		TOTAL DUE	$6,745.00

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 # 1156502-4. 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: July 14, 2022

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

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

☐ Informational
☒ Action

AGENDA ITEM: LICENSE SUBSCRIPTION WITH QUIZLET INC. FOR THE QUIZLET PLUS TEACHER PROGRAM

BACKGROUND INFORMATION:

Quizlet is a digital learning tool that can be used by students, parents, and teachers for studying and learning. Quizlet's primary products include digital flash cards, matching games, practice electronic assessments, and live quizzes.

The Quizlet site contains over 100 million sets of study materials created by other users that range in topics from Landmark Supreme Court Cases to Structures of the Heart and the entire site is available in English, Spanish, and German, however, Quizlet supports many international languages/keyboards for those wanting to input text from a wide array of languages. Quizlet takes information and converts it into flashcards, quizzes, and games, so that users can study the same information in a variety of forms.

The Principal at Vista Del Mar Middle School is requesting approval to purchase a license subscription from Quizlet Inc. for the Quizlet Plus Teacher program. This one-year subscription will cover up to thirty teachers during the 2022-23 school year.

RECOMMENDATION:

Approve 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.

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? ☒ Yes ☐ No

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

Requisition #

$863.76 (Amount)

Title I Fund (Name of funding source and/or location)

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

Quizlet

Questions? Email us at upgradesupport@quizlet.com.

Quizlet, Inc.
123 Townsend Street, Suite 600
San Francisco, CA 94107

Quote for upgrades

Reference Number: 15541

Please note:

We do not accept Purchase Orders.
We cannot accept checks as payment for single Quizlet Plus or Quizlet Plus for teachers upgrades.

Items

30 Quizlet Plus for teachers upgrades (1 year) - $863.76 (USD)

Total cost

$863.76 (USD)

Name

Irene Herrera-Cevallos

Email

irene.herrera-cevallos@sysdschools.org

School / District

Vista Del Mar Middle School/San Ysidro School District

Customer Address

4885 Del Sol Blvd.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

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 July 14, 2022, Board meeting:

- 2022 Pre-Audit Workshop
- Capitol Advisors: Budget Perspectives Workshop
- Emergent Writing for Pre-K
- Project GLAD Part 2: Classrooms Demonstrations
- Putting It All Together – Promoting Equitable Outcomes for All Students

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.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Actions: 2, 17, 18 and 20 & Goal 2: English Language and Academic Language Development – Actions: 3, 5 and 9

☐ **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	
$41,100.00	Title I PD Fund
(Amount)	(Name of funding source and/or location)

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

Professional Development Backup Information – July 14, 2022

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Marilyn Adrianzen, Amber Elliott	2022 Pre-Audit Workshop	Online	July 20, 2022	$0	N/A
Marilyn Adrianzen	Capitol Advisors: Budget Perspectives Workshop	Online	July 19, 2022	$0	N/A
Catherine Bishop, Angela DeLeon, Jennifer Srisouraj	Emergent Writing for Pre-K	Online	TBD	$1,900.00 Registration fees + Substitute	Title I PD Fund
Adriana Aguilar, Francisco Albarran, David Alkass, Catalina Baltazar, Patricia Burch, Bertha Franco-Lopez, Melisssa Hasemyer, Carolina Hernandez, Laura Kelley, Eliud Lagarda, Elizabeth Lehardy, Susan Lepe, Melissa McGowan, Leonor Partida, David Perez, Maggy Portillo, Lourdes Quezada, Ana Veronica Trattner, Erika Valarezo, TBD	Project GLAD Part 2: Classroom Demonstrations	San Diego	July 18-21, 2022 August 2-5, 2022 October 3-6, 2022 November 7-10, 2022	$39,200.00 Registration fees, mileage + Substitute	Title I PD Fund
Cynthia Gonzalez, Luis Ramos	Putting It All Together – Promoting Equitable Outcomes for All Students	Online	Sept. 20, 2022 October 11, 2022 December 6, 2022 February 14, 2023 March 14, 2023 May 9, 2023	$0	N/A

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

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 #12 (June 1, 2022 through June 30, 2022): ▪ General Fund: 0000008691-8704, 0000008706-0000008711, 0000008714-0000008736, 0000008738, 0000008740-0000008742, 0000008744-0000008748, 0000008750, 0000008752-0000008778, 0000008780-0000008786 ▪ Child Development Fund ▪ 0000008779 ▪ Child Nutrition Fund: 0000008705 ▪ Building Measure U Fund: 0000008712, 0000008737, 0000008739, 0000008743, 0000008749, 0000008751.

RECOMMENDATION:
Approve/Ratify 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.

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 #

$1,826,273.82
(Amount)

As listed above
(Name of funding source and/or location)

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

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/1/2022	0000008691	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	2,853.56
6/1/2022	0000008692	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	0100	8150000	5600005	070	6,101.91
6/1/2022	0000008693	0000000754	NEARPOD INC	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	022	5,871.00
6/1/2022	0000008694	0000000486	4IMPRINT, INC.	OFFICE MATERIALS	0100	0000000	4300011	062	542.81
6/1/2022	0000008695	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300002	067	821.03
6/1/2022	0000008696	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY MATERIAL	0100	3212000	4300000	010	6,945.67
6/2/2022	0000008697	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	050	661.32
6/2/2022	0000008698	0000000545	ALLIANCE FOR AFRICAN ASSISTANCE	CONTRACTED SERVICES	0100	0000000	5800010	061	22,000.00
6/2/2022	0000008699	004678	AMAZON.COM, INC.	OFFICE MATERIAL	0100	0000000	4300011	064	114.16
6/2/2022	0000008700	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	022	34,853.98
6/2/2022	0000008701	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	022	453.39
6/2/2022	0000008702	001012	CDW GOVERNMENT LLC	CONTRACTED SERVICES	0100	0000000	5600005	067	18,371.46
6/2/2022	0000008703	001980	VELOCITY TRUCK CENTERS	MECHANIC SUPPLIES	0100	0982000	5600005	074	24.11
6/2/2022	0000008704	000579	DEPARTMENT OF INDUSTRIAL	CONTRACTED SERVICES	0100	8150000	5600005	070	1,050.00
6/2/2022	0000008706	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	1,655.56
6/3/2022	0000008707	004917	TEACHER SYNERGY LLC	LICENSES	0100	3010000	5800006	025	2,400.00
6/3/2022	0000008708	001161	HOME DEPOT	MAINTENANCE SUPPLIES	0100	3212000	4300000	010	808.82
6/3/2022	0000008709	0000000303	ACHIEVE3000, INC	LICENSES	0100	3213000	5800006	061	332,121.90
6/3/2022	0000008710	0000000495	CROWN AWARDS	AWARDS AND INCENTIVES	0100	0000000	4300011	064	1,498.25
6/3/2022	0000008711	0000000871	EASTLAKE LIVING PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	5600000	050	1,672.50
6/6/2022	0000008713	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	227.42
6/6/2022	0000008714	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	025	1,648.58
6/6/2022	0000008715	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	451.96
6/7/2022	0000008716	000983	CASBO	MEMBERSHIP	0100	0000000	5300000	071	3,500.00
6/7/2022	0000008717	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	054	94.88
6/9/2022	0000008718	004678	AMAZON.COM, INC.	LIBRARY SUPPLIES	0100	3010000	4300001	012	866.13
6/9/2022	0000008719	0000000672	BULK BOOKSTORE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	910.28
6/9/2022	0000008720	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	022	1,325.08
6/13/2022	0000008721	001012	CDW GOVERNMENT LLC	INSTRUCTIONAL MATERIAL	0100	4203000	4300001	014	21,865.02
6/13/2022	0000008722	000208	SCHOOL HEALTH CORPORATION	MEDICAL EQUIPMENT	0100	3213000	4400000	054	4,956.50
6/13/2022	0000008723	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	4203000	4300001	014	495.55
6/13/2022	0000008724	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	018	776.77
6/13/2022	0000008725	004778	U.S. BANK - PARS #6746050200	CONTRACTED SERVICES	0100	0425000	5800025	010	242,119.49
6/13/2022	0000008726	0000000807	GLORIA A GONZALEZ	CONTRACTED SERVICES	0100	0000000	5800010	071	7,000.00
6/13/2022	0000008727	004678	AMAZON.COM, INC.	OFFICE MATERIAL	0100	0000000	4300001	024	1,095.77
6/13/2022	0000008728	0000000505	ACCO BRANDS USA LLC	OFFICE SUPPLIES	0100	0000000	4300001	024	237.05
6/14/2022	0000008729	0000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800150	054	3,088.50
6/14/2022	0000008730	0000000203	KEENAN & ASSOCIATES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	7,891.00
6/14/2022	0000008731	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	4300011	071	754.23
6/14/2022	0000008732	000409	SAN DIEGO UNION-TRIBUNE	LEGAL ADVERTISEMENT	0100	0000000	5800007	063	337.90
6/14/2022	0000008732	000409	SAN DIEGO UNION-TRIBUNE	LEGAL ADVERTISEMENT	0100	0000000	5800007	071	313.90
6/14/2022	0000008733	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	5600005	070	5,517.90
6/15/2022	0000008734	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	9,332.55

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/15/2022	0000008735	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	3010003	5200003	061	6,800.00
6/15/2022	0000008736	0000000880	MOBILE MINI INC.	MAINTENANCE EQUIPMENT	0100	9065005	4400000	061	33,541.48
6/16/2022	0000008738	0000000748	PEAR DECK, INC	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	022	2,116.40
6/16/2022	0000008740	0000000759	EMPIRICAL RESOLUTION, INC.	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	022	900.00
6/16/2022	0000008741	0000000751	EDPUZZLE, INC.	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	022	1,950.00
6/16/2022	0000008742	0000000383	CODEMONKEY STUDIOS INC.	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	022	750.00
6/16/2022	0000008744	0000000805	DELTAMATH SOLUTIONS INC	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	022	1,200.00
6/16/2022	0000008745	0000000671	IXL LEARNING INC.	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	022	11,850.00
6/16/2022	0000008746	001183	SCHOLASTIC READING CLUB	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	018	1,561.30
6/16/2022	0000008747	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	018	1,948.12
6/16/2022	0000008748	0000000671	IXL LEARNING INC.	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	012	3,500.00
6/16/2022	0000008750	0000000641	DFS FLOORING LP	CONTRACTED SERVICES	0100	9010075	5600007	070	35,399.16
6/16/2022	0000008752	0000000866	EMILY N STEWART CONSULTING	CONTRACTED SERVICES	0100	3010003	5800010	061	35,250.00
6/16/2022	0000008753	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	5300000	061	20,423.00
6/16/2022	0000008754	0000000882	CAASFEP	REGISTRATION FEES	0100	4035000	5200003	061	2,030.00
6/21/2022	0000008755	0000000884	CATAPULK12	CONTRACTED SERVICES	0100	0000000	5450000	071	600.00
6/22/2022	0000008756	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	14,787.00
6/22/2022	0000008756	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	1,827.00
6/22/2022	0000008757	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	550.00
6/23/2022	0000008758	0000000885	LIVING COAST DISCOVERY CENTER	ADMISSION FEES	0100	6500100	5800010	054	240.00
6/23/2022	0000008759	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	663.92
6/23/2022	0000008760	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	1,196.79
6/23/2022	0000008761	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	682.95
6/23/2022	0000008762	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	1,333.28
6/23/2022	0000008763	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	1,043.46
6/23/2022	0000008764	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	1,760.66
6/23/2022	0000008765	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	900.99
6/23/2022	0000008766	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	816.17
6/23/2022	0000008767	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	1,901.49
6/24/2022	0000008768	0000000875	MEGAN STONE DO, INC.	CONTRACTED SERVICES	0100	5640000	5800010	054	500.00
6/24/2022	0000008769	002722	YMCA OF SAN DIEGO COUNTY	CONTRACTED SERVICES	0100	7425000	5800010	061	252,259.00
6/24/2022	0000008770	0000000886	T-MOBILE	CONTRACTED SERVICES	0100	0000000	5900001	069	4,000.00
6/27/2022	0000008771	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000002	5600000	064	9,515.47
6/27/2022	0000008772	004762	WHOLESALE SCHOOLWEAR, INC.		0100	5630000	4300019	050	21,550.00
6/30/2022	0000008773	004762	WHOLESALE SCHOOLWEAR, INC.	UNIFORMS	0100	5630000	4300019	050	35,000.00
6/30/2022	0000008774	0000000805	DELTAMATH SOLUTIONS INC	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	025	450.00
6/30/2022	0000008775	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	020	658.90
6/30/2022	0000008775	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	020	164.73
6/30/2022	0000008776	0000000744	EXPLORE LEARNING, LLC	CONTRACTED SERVICES	0100	0000001	5800006	061	4,108.00
6/30/2022	0000008777	0000000353	806 TECHNOLOGIES, INC.	CONTRACTED SERVICES	0100	0000000	5800010	061	3,000.00
6/30/2022	0000008778	002682	BENCHMARK EDUCATION COMPANY	REGISTRATION FEES	0100	3010003	5200003	061	400.00
6/30/2022	0000008780	0000000091	AVID CENTER	REGISTRATION FEES	0100	3010003	5200003	061	9,769.00
6/30/2022	0000008781	0000000336	PROJECT LEAD THE WAY INC	CONTRACTED SERVICES	0100	4127000	5800006	061	6,650.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/30/2022	0000008782	001906	LEARNING A-Z	CONTRACTED SERVICES	0100	3010000	5800006	061	36,109.50
6/30/2022	0000008783	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	1,056.81
6/30/2022	0000008784	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	3,170.42
6/30/2022	0000008785	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	2,113.61
6/30/2022	0000008786	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	2,113.61
							Total for 0100		**1,335,740.11**
6/30/2022	0000008779	0000000866	EMILY N STEWART CONSULTING	CONTRACTED SERVICES	1200	6105000	5800010	076	32,000.00
							Total for 1200		**32,000.00**
6/2/2022	0000008705	0000000639	EMS LINQ INC	CONTRACTED SERVICES	1300	5310000	5600005	085	450.00
							Total for 1300		**450.00**
6/6/2022	0000008712	0000000243	COLBI TECHNOLOGIES, INC	CONTRACTED SERVICES	2133	9010300	6200050	300	67,500.00
6/16/2022	0000008737	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	2133	9010322	4400000	080	34,319.03
6/16/2022	0000008737	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	2133	9010322	6400000	080	32,750.85
6/16/2022	0000008739	000146	LAKESHORE	INSTRUCTIONAL MATERIAL	2133	9010322	6400000	080	31,651.11
6/16/2022	0000008739	000146	LAKESHORE	INSTRUCTIONAL MATERIAL	2133	9010322	6400000	080	33,307.34
6/16/2022	0000008743	000146	LAKESHORE	INSTRUCTIONAL MATERIAL	2133	9010322	6400000	080	16,083.69
6/16/2022	0000008749	000146	LAKESHORE	INSTRUCTIONAL MATERIAL	2133	9010322	6400000	080	18,550.90
6/16/2022	0000008751	0000000881	METEOR EDUCATION LLC	INSTRUCTIONAL EQUIPMENT	2133	9010322	6400000	080	223,920.79
							Total for 2133		**458,083.71**
							Grand Total		**1,826,273.82**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

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 June 1, 2022 through June 30, 2022 with checks #14-900932 through #14-913494 for a total expenditure of $1,871,316.45 from the following sources:

General Fund - $1,664,145.07
Child Nutrition Services- $105,517.92
Child Development- $17,084.71
Building Fund - Bond Measure U- $84,568.75

RECOMMENDATION:
Approve/Ratify 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.

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?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,871,316.45	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Expenditure Report
6/1/22-6/30/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14900932	CORODATA RECORDS MANAGEMENT, INC.	6/2/2022	799.10	0100	CONTRACTED SERVICES
14900933	ORANGE COUNTY DEPT. OF EDUCATION	6/2/2022	87.10	0100	CONTRACTED SERVICES
14900934	VECTOR USA	6/2/2022	7611.65	0100	PROFESSIONAL SERVICES
14900935	SUNBELT RENTALS, INC.	6/2/2022	133.35	0100	RENTAL EQUIPMENT
14900936	MRC SMART TECHNOLOGY SOLUTIONS	6/2/2022	10801.99	0100	MAINTENANCE AGREEMENT
14900938	AGRI-TURF DISTRIBUTING, LLC	6/2/2022	1871.14	0100	GROUNDS SUPPLIES
14900939	HORIZON DISTRIBUTORS	6/2/2022	945.38	0100	GROUNDS SUPPLIES
14900940	ALLIED TIME USA, INC.	6/2/2022	466.24	0100	OFFICE SUPPLIES
14900941	ACCO ENGINEERED SYSTEMS, INC.	6/2/2022	234.00	0100	CONTRACTED SERVICES
14900942	MYSTERY SCIENCE INC.	6/2/2022	1325.00	0100	INSTRUCTIONAL MATERIAL
14900943	AcademiCognitive Connections	6/2/2022	8000.00	0100	PROFESSIONAL SERVICES
14900944	TRAFERA, LLC	6/2/2022	248256.00	0100	TECHNOLOGY MATERIAL
14900945	CROWN LIFT TRUCKS	6/2/2022	4524.42	0100	MAINTENANCE EQUIPMENT
14900947	FOUNDATION BUILDING MATERIALS LLC	6/2/2022	869.53	0100	MAINTENANCE SUPPLIES
14900948	EDTHEORY LLC	6/2/2022	18252.00	0100	PROFESSIONAL SERVICES
14900949	THE STAGE DEPOT	6/2/2022	19774.29	0100	MAINTENANCE EQUIPMENT
14900950	COURTNEY TIRE SERVICE	6/2/2022	765.25	0100	TRANSPORTATION SERVICES
14900951	GRAINGER	6/2/2022	333.91	0100	MAINTENANCE SUPPLIES
14900952	SCHOOL SPECIALTY	6/2/2022	793.73	0100	OFFICE EQUIPMENT
14900953	NEXT DAY PRINTED TEES	6/2/2022	815.74	0100	OFFICE MATERIALS
14900954	SOUTH BAY FENCE, INC.	6/2/2022	2810.00	0100	CONTRACTED SERVICES
14900956	REPUBLIC SERVICES	6/2/2022	15586.40	0100	UTILITIES
14900957	REALLY GOOD STUFF, LLC	6/2/2022	445.55	0100	INSTRUCTIONAL SUPPLIES
14900958	RANCHO SAN DIEGO NURSERY INC	6/2/2022	140.40	0100	GROUNDS SUPPLIES
14900960	NAPA AUTO AND TRUCK PARTS	6/2/2022	109.86	0100	TRANSPORTATION SUPPLIES
14900961	CODESP	6/2/2022	2300.00	0100	DUES AND MEMBERSHIP
14900962	YMCA OF SAN DIEGO COUNTY	6/2/2022	111009.04	0100	PROFESSIONAL SERVICES
14900963	SMART & FINAL	6/2/2022	112.18	0100	OFFICE REFRESHMENTS
14900964	AT&T	6/2/2022	6847.20	0100	UTILITIES
14900965	PROFESSIONAL TUTORS OF AMERICA	6/2/2022	240.00	0100	PROFESSIONAL SERVICES
14900966	VALLEY INDUSTRIAL SPECIALTIES	6/2/2022	2534.58	0100	MAINTENANCE SUPPLIES
14900967	CABE SD SOUTH COUNTY	6/2/2022	200.00	0100	REGISTRATION FEES
14900968	SAN DIEGO COUNTY SUPERINTENDEN	6/2/2022	250.00	0100	REGISTRATION FEES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14900969	BATTERY SYSTEMS	6/2/2022	119.57	0100	GROUNDS SUPPLIES
14900970	TRANE U.S. INC	6/2/2022	123.50	0100	MAINTENANCE SUPPLIES
14900971	BEST PLUMBING SPECIALTIES INC	6/2/2022	185.20	0100	MAINTENANCE SUPPLIES
14900972	EDCO AWARDS & SPECIALTIES	6/2/2022	726.15	0100	AWARDS & INCENTIVES
14900973	AMAZON.COM, INC.	6/2/2022	2110.45	0100	INSTRUCTIONAL SUPPLIES
14900974	SPARKLETTS	6/2/2022	446.05	0100	CONTRACTED SERVICES
14900975	FRANCISCO ALBARRAN	6/2/2022	23.16	0100	REIMBURSEMENT
14900976	XEROX CORPORATION	6/2/2022	316.18	0100	MAINTENANCE AGREEMENT
14900977	STOTZ EQUIPMENT	6/2/2022	565.29	0100	GROUNDS SUPPLIES
14901871	MY PT SAN DIEGO	6/6/2022	9704.75	0100	PROFESSIONAL SERVICES
14901873	ACCO ENGINEERED SYSTEMS, INC.	6/6/2022	705.00	0100	CONTRACTED SERVICES
14901874	ANIXTER INC.	6/6/2022	20.62	0100	MAINTENANCE SUPPLIES
14901876	CAL PACIFIC TRUCK CENTER ,LLC	6/6/2022	2892.91	0100	CONTRACTED SERVICES
14901877	REYMUNDO MIRELES	6/6/2022	6000.00	0100	PROFESSIONAL SERVICES
14901878	PARADIGM HEALTHCARE SERVICES	6/6/2022	2900.00	0100	PROFESSIONAL SERVICES
14901879	SCHOOL SPECIALTY	6/6/2022	1156.88	0100	INSTRUCTIONAL SUPPLIES
14901880	OFFICE DEPOT	6/6/2022	5079.75	0100	INSTRUCTIONAL MATERIALS
14901881	SAN DIEGO COUNTY	6/6/2022	624.86	0100	INSTRUCTIONAL SUPPLIES
14901882	VELOCITY TRUCK CENTERS	6/6/2022	24.11	0100	MECHANIC SUPPLIES
14901883	FLEETWASH INC	6/6/2022	231.63	0100	CONTRACTED SERVICES
14901884	ABA EDUCATION FOUNDATION	6/6/2022	2813.25	0100	PROFESSIONAL SERVICES
14903130	SUNBELT RENTALS, INC.	6/9/2022	652.50	0100	GROUNDS EQUIPMENT
14903131	DENISE VILLEZCAS	6/9/2022	40.00	0100	REIMBURSEMENT
14903132	CROWN AWARDS	6/9/2022	3149.31	0100	AWARDS & INCENTIVES
14903133	CAPITOL ADVISORS GROUP, LLC	6/9/2022	2000.00	0100	PROFESSIONAL SERVICES
14903134	ACCO BRANDS USA LLC	6/9/2022	1077.50	0100	OFFICE SUPPLIES
14903135	ACCO ENGINEERED SYSTEMS, INC.	6/9/2022	950.00	0100	CONTRACTED SERVICES
14903136	ANIXTER INC.	6/9/2022	263.62	0100	MAINTENANCE SUPPLIES
14903137	ACADEMIC SUPPLIER	6/9/2022	2474.61	0100	OFFICE EQUIPMENT
14903138	TRAFERA, LLC	6/9/2022	11998.63	0100	TECHNOLOGY MATERIAL
14903139	SOUND THERAPIES, INC	6/9/2022	12673.04	0100	CONTRACTED SERVICES
14903140	ABIGAIL GOMEZ	6/9/2022	2000.00	0100	CONTRACTED SERVICES
14903141	LAKESHORE	6/9/2022	1833.20	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14903142	PARADIGM HEALTHCARE SERVICES	6/9/2022	500.00	0100	PROFESSIONAL SERVICES
14903143	GRAINGER	6/9/2022	232.41	0100	TRANSPORTATION EQUIPMENT
14903144	HAWTHORNE MACHINERY	6/9/2022	6932.38	0100	CONTRACTED SERVCIES
14903145	CURRICULUM ASSOC. INC.	6/9/2022	20163.39	0100	INSTRUCTIONAL SUPPLIES
14903146	WESTERN PSYCHOLOGICAL SERVICES	6/9/2022	2154.69	0100	INSTRUCTIONAL MATERIAL
14903147	SPRINT	6/9/2022	106.72	0100	CONTRACTED SERVICES
14903148	DEPARTMENT OF INDUSTRIAL	6/9/2022	250.00	0100	CONTRACTED SERVICES
14903150	OFFICE DEPOT	6/9/2022	10531.07	0100	OFFICE SUPPLIES
14903151	CDW GOVERNMENT LLC	6/9/2022	31249.56	0100	TECHNOLOGY SUPPLIES
14903152	EWING IRRIGATION	6/9/2022	2639.53	0100	GROUND SUPPLIES
14903153	ASELTINE SCHOOL	6/9/2022	5700.26	0100	PROFESSIONAL SRVICES
14903154	LAURA ENGLISH	6/9/2022	40.00	0100	REIMBURSEMENT
14903155	IMPERIAL SPRINKLER SUPPLY	6/9/2022	502.79	0100	GROUNDS SUPPLIES
14903156	PARENT INSTITUTE FOR QUALITY	6/9/2022	30000.00	0100	CONTRACTED SERVICES
14903157	HD SUPPLY FACILITIES	6/9/2022	8897.82	0100	MAINTENANCE SUPPLIES
14903158	BEST BUY	6/9/2022	5132.06	0100	TECHNOLOGY SUPPLIES
14903159	MARTHA MURILLO	6/9/2022	38.76	0100	REIMBURSEMENT
14903160	MICHAEL BAKER INTERNATIONAL	6/9/2022	3132.50	0100	PROFESSIONAL SERVICES
14903161	BROADWAY AUTO GLASS	6/9/2022	287.79	0100	TRANSPORTATION SUPPLIES
14903162	GALLAGHER BENEFIT SERVICES, INC	6/9/2022	460.70	0100	PROFESSIONAL SERVICES
14903163	THE MARKERBOARD PEOPLE	6/9/2022	3937.50	0100	INSTRUCTIONAL SUPPLIES
14905483	CORODATA RECORDS MANAGEMENT, INC.	6/13/2022	165.82	0100	CONTRACTED SERVICES
14905484	EFRAIN IVAN MANRIQUEZ	6/13/2022	103.19	0100	MILEAGE
14905485	RUDY LOPEZ	6/13/2022	340.40	0100	REIMBURSEMENT
14905486	JEDZIDA HERRON	6/13/2022	84.23	0100	REIMBURSEMENT
14905487	HOME DEPOT	6/13/2022	6822.51	0100	CUSTODIAL SUPPLIES
14905488	SAN DIEGO COUNTY	6/13/2022	357.13	0100	INSTRUCTIONAL SUPPLIES
14905489	BEST BUY	6/13/2022	366.25	0100	TECHNOLOGY SUPPLIES
14905490	SOUTHWEST SCHOOL & OFFICE	6/13/2022	16825.61	0100	INSTRUCTIONAL SUPPLIES
14905491	JOSE HERRERA	6/13/2022	210.60	0100	MILEAGE
14907612	AVID CENTER	6/16/2022	8675.00	0100	REGISTRATION FEES
14907613	PIONEER HEALTHCARE SERVICES LLC	6/16/2022	12952.98	0100	PROFESSIONAL SERVICES
14907615	MARK KIRCHER	6/16/2022	37.44	0100	MILEAGE

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14907616	806 TECHNOLOGIES, INC.	6/16/2022	6150.00	0100	SOFTWARE
14907617	JANELL WRIGHT	6/16/2022	131.76	0100	REIMBURSEMENT
14907618	PANERA BREAD COMPANY	6/16/2022	424.92	0100	REFRESHMENTS
14907619	MIGUEL ORTEGA	6/16/2022	36.50	0100	MILEAGE
14907620	KARINA VICTORINO	6/16/2022	135.02	0100	MILEAGE
14907621	WALSH & ASSOCIATES, APC	6/16/2022	136.00	0100	LEGAL FEES
14907623	THE ED LADDER	6/16/2022	1468.75	0100	CONTRACTED SERVICES
14907624	CORWIN	6/16/2022	1164.71	0100	INSTRUCTIONAL SUPPLIES
14907625	FRANK VILLALVA JR.	6/16/2022	295.00	0100	PROFESSIONAL SERVICES
14907626	THE DISCOVERY SOURCE, INC.	6/16/2022	2340.26	0100	INSTRUCTIONAL SUPPLIES
14907627	THE STAGE DEPOT	6/16/2022	10693.35	0100	MAINTENCE MATERIAL
14907628	CLUB XCITE	6/16/2022	7264.36	0100	PROFESSIONAL SERVICES
14907629	HAYDEE MELENDEZ	6/16/2022	31.38	0100	REIMBURSEMENT
14907630	IRSYA VILLEGAS	6/16/2022	17.82	0100	REIMBURSEMENT
14907631	DEMCO INC.	6/16/2022	1048.17	0100	LIBRARY SUPPLIES
14907632	CITY TREASURER	6/16/2022	21744.80	0100	UTILITIES
14907633	SAM & ROSE STEIN EDUCATION	6/16/2022	13661.93	0100	PROFESSIONAL SERVICES
14907634	SCHOLASTIC , INC	6/16/2022	117.11	0100	INSTRUCTIONAL SUPPLIES
14907635	SCHOOL SERVICES OF CALIFORNIA	6/16/2022	2940.00	0100	REGISTRATION FEE
14907636	MONICA YRINEO	6/16/2022	59.56	0100	MILEAGE
14907637	THE INSTITUTE FOR EFFECTIVE	6/16/2022	13608.18	0100	PROFESSIONAL SERVICES
14907639	SAFEWAY INC. -VONS DIVISION	6/16/2022	112.13	0100	REFRESHMENTS
14907642	CASBO	6/16/2022	3500.00	0100	MEMBERSHIP
14907643	PITNEY BOWES	6/16/2022	382.50	0100	POSTAGE
14907644	CALIFORNIA DEPT. OF JUSTICE	6/16/2022	147.00	0100	CONTRACTED SERVICES
14907645	FIREHAWK	6/16/2022	2033.60	0100	CONTRACTED SERVICES
14907646	ANITA GILLCHREST	6/16/2022	225.83	0100	MILEAGE
14907647	WILLY'S ELECTRONIC SUPPLY CO.	6/16/2022	402.96	0100	MAINTENANCE SUPPLIES
14907649	PERMA BOUND PUB.	6/16/2022	1619.10	0100	INSTRUCTIONAL SUPPLIES
14907650	A-Z BUS SALES, INC.	6/16/2022	985.84	0100	CONTRACTED SERVICES
14907651	ZONAR SYSTEMS	6/16/2022	530.77	0100	CONTRACTED SERVICES
14907652	SMART & FINAL	6/16/2022	12.19	0100	OFFICE REFRESHMENTS
14907653	VALLEY INDUSTRIAL SPECIALTIES	6/16/2022	257.57	0100	MAINTENANCE SUPPLIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14907656	SAN DIEGO COUNTY SUPERINTENDEN	6/16/2022	2855.25	0100	CONTRACTED SERVICES
14909061	RAPHAELS PARTY RENTALS INC.	6/21/2022	13245.02	0100	CONTRACTED SERVICES
14909062	CSM CONSULTING INC.	6/21/2022	11500.00	0100	CONTRACTED SERVICES
14909063	KEENAN & ASSOCIATES	6/21/2022	7891.00	0100	PROFESSIONAL SERVICES
14909064	ILLUMINATE EDUCATION INC.	6/21/2022	45443.53	0100	CONTRACTED SERVICES
14909065	DANNIS WOLIVER KELLEY	6/21/2022	3088.50	0100	LEGAL SERVICES
14909066	CROWN AWARDS	6/21/2022	1498.25	0100	AWARDS AND INCENTIVES
14909068	SUN DIEGO CHARTER	6/21/2022	3400.00	0100	CONTRACTED SERVICES
14909069	EASTLAKE LIVING PARTY RENTALS	6/21/2022	1672.50	0100	CONTRACTED SERVICES
14909070	WAXIE SANITARY SUPPLY	6/21/2022	1382.04	0100	CUSTODIAL SUPPLIES
14909071	PARADIGM HEALTHCARE SERVICES	6/21/2022	70.65	0100	PROFESSIONAL SERVICES
14909072	STAPLES, INC.	6/21/2022	1863.47	0100	OFFICE SUPPLIES
14909073	PAR	6/21/2022	475.36	0100	INSTRUCTIONAL SUPPLIES
14909074	SCHOOL INNOVATIONS	6/21/2022	8300.00	0100	PROFESSIONAL SERVICES
14909075	FOLLETT SCHOOL SOLUTIONS,INC	6/21/2022	59141.06	0100	INSTRUCTIONAL SUPPLIES
14909076	THE MARKERBOARD PEOPLE	6/21/2022	2490.00	0100	INSTRUCTIONAL SUPPLIES
14909077	SOUTH BAY COMMUNITY SERVICES	6/21/2022	28134.00	0100	CONTRACTED SERVICES
14909078	XEROX CORPORATION	6/21/2022	6006.11	0100	MAINTENANCE AGREEMENT
14910332	ELMY FLORES	6/23/2022	70.20	0100	MILEAGE
14910333	VECTOR USA	6/23/2022	7611.65	0100	PROFESSIONAL SERVICES
14910334	SUNBELT RENTALS, INC.	6/23/2022	1759.20	0100	RENTAL EQUIPMENT
14910335	BMR HEALTH SERVICES, INC	6/23/2022	26570.56	0100	PROFESSIONAL SERVICES
14910336	VERONICA AGUAYO	6/23/2022	112.02	0100	REIMBURSEMENT
14910337	MY PT SAN DIEGO	6/23/2022	6931.70	0100	PROFESSIONAL SERVICES
14910338	PIONEER HEALTHCARE SERVICES LLC	6/23/2022	4369.68	0100	PROFESSIONAL SERVICES
14910340	DIANA FLORES	6/23/2022	168.88	0100	REIMBURSEMENT
14910341	XEROX FINANCIAL SERVICES	6/23/2022	9274.25	0100	LEASE AGREEMENT
14910342	MAXIM HEALTHCARE SERVICES, INC	6/23/2022	95763.66	0100	PROFESSIONAL SERVICES
14910343	4IMPRINT, INC.	6/23/2022	542.80	0100	OFFICE MATERIALS
14910344	PANERA BREAD COMPANY	6/23/2022	1153.48	0100	REFRESHMENTS
14910345	ALLIANCE FOR AFRICAN ASSISTANCE	6/23/2022	140.00	0100	CONTRACTED SERVICES
14910347	CAL PACIFIC TRUCK CENTER ,LLC	6/23/2022	700.02	0100	CONTRACTED SERVICES
14910348	THE STEPPING STONE GROUP	6/23/2022	8798.48	0100	PROFESSIONAL SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14910349	GLORIA A GONZALEZ	6/23/2022	7014.53	0100	CONTRACTED SERVICES
14910350	GUITAR CENTER, INC	6/23/2022	6508.13	0100	TECHNOLOGY SUPPLIES
14910351	EDTHEORY LLC	6/23/2022	18720.00	0100	PROFESSIONAL SERVICES
14910352	THE SPEECH PATHOLOGY GROUP, INC	6/23/2022	26880.00	0100	PROFESSIONAL SERVICES
14910353	THERAPYTRAVELERS	6/23/2022	7840.00	0100	PROFESSIONAL SERVICES
14910354	CLUB XCITE	6/23/2022	2179.31	0100	PROFESSIONAL SERVICES
14910355	DRUE FERGUSON	6/23/2022	225.00	0100	CLAIM
14910356	CALIFORNIA DEPARTMENT OF TAX	6/23/2022	2183.79	0100	USE TAX 2021-2022 REPLENISH
14910358	LAKESHORE	6/23/2022	524.02	0100	INSTRUCTIONAL SUPPLIES
14910359	SAN DIEGO UNION-TRIBUNE	6/23/2022	313.90	0100	LEGAL ADVERTISEMENT
14910360	CURRICULUM ASSOC. INC.	6/23/2022	5392.92	0100	INSTRUCTIONAL SUPPLIES
14910361	OFFICE DEPOT	6/23/2022	495.55	0100	OFFICE SUPPLIES
14910362	DELANEY EDUCATIONAL ENTERPRISE	6/23/2022	7557.84	0100	INSTRUCTIONAL SUPPLIES
14910363	WILLIAM V. MAC GILL & CO.	6/23/2022	924.89	0100	MEDICAL SUPPLIES
14910364	UNITED RENTALS	6/23/2022	635.62	0100	CONTRACTED SERVICES
14910365	JONES SCHOOL SUPPLY CO., INC.	6/23/2022	3132.05	0100	INSTRUCTIONAL SUPPLIES
14910366	YMCA OF SAN DIEGO COUNTY	6/23/2022	107582.31	0100	PROFESSIONAL SERVICES
14910367	SOUTHWEST SCHOOL & OFFICE	6/23/2022	6713.27	0100	INSTRUCTIONAL SUPPLIES
14910368	ACE COOLING & FREEZING	6/23/2022	6102.38	0100	CONTRACTED SERVICES
14910369	R&L PERFORMANCE AUTO SERVICE	6/23/2022	3649.08	0100	CONTRATCED SERVICES
14910371	EDUPOINT EDUCATIONAL SYSTEMS	6/23/2022	2250.00	0100	PROFESSIONAL SERVICES
14910372	BEST BEST & KRIEGER LLP	6/23/2022	16614.00	0100	LEGAL FEES
14910373	BEST PLUMBING SPECIALTIES INC	6/23/2022	236.76	0100	MAINTENANCE SUPPLIES
14910374	SAFETY-KLEEN SYSTEMS, INC.	6/23/2022	373.06	0100	MECHANIC SUPPLIES
14910375	AMAZON.COM, INC.	6/23/2022	25944.08	0100	INSTRUCTIONAL SUPPLIES
14910378	SPARKLETTS	6/23/2022	409.95	0100	CONTRACTED SERVICES
14910379	XOCHITL LOPEZ	6/23/2022	65.69	0100	REIMBURSEMENT
14910380	ERIKA MEZA	6/23/2022	40.00	0100	REIMBURSEMENT
14912051	IRENE HERRERA-CEVALLOS	6/27/2022	30.00	0100	REIMBURSEMENT
14912052	PROTECT CONNECT EDUCATE SOLUTIONS	6/27/2022	515.05	0100	INSTRUCTIONAL SUPPLIES
14912053	PURCHASE POWER	6/27/2022	9949.65	0100	POSTAGE METER REPLENISH
14912055	AARDVARK ANT & PEST CONTROL INC.	6/27/2022	2113.00	0100	CONTRACTED SERVICES
14912056	OTAY COMMUNICATIONS LLC	6/27/2022	120.00	0100	TRANSPORTATION SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14912057	BULK BOOKSTORE	6/27/2022	910.28	0100	INSTRUCTIONAL SUPPLIES
14912058	SDSU RESEARCH FOUNDATION/NCUST	6/27/2022	8750.00	0100	PROFESSIONAL SERVICES
14912059	NEARPOD INC	6/27/2022	5871.00	0100	INSTRUCTIONAL MATERIAL
14912060	CAL PACIFIC TRUCK CENTER ,LLC	6/27/2022	901.96	0100	CONTRACTED SERVICES
14912061	TANYA KELLER	6/27/2022	2962.50	0100	PROFESSIONAL SERVICES
14912062	T-MOBILE	6/27/2022	1513.39	0100	CONTRACTED SERVICES
14912063	BEAR COMMUNICATIONS, INC.	6/27/2022	2917.15	0100	OFFICE SUPPLIES
14912064	SAN DIEGO GAS & ELECTRIC	6/27/2022	72971.54	0100	UTILITIES
14912065	LAKESHORE	6/27/2022	5058.12	0100	INSTRUCTIONAL SUPPLIES
14912066	SCHOOL SPECIALTY	6/27/2022	5330.83	0100	INSTRUCTIONAL SUPPLIES
14912067	WESTERN PSYCHOLOGICAL SERVICES	6/27/2022	176.71	0100	INSTRUCTIONAL MATERIAL
14912068	ACADEMIC THERAPY PUBLICATIONS	6/27/2022	411.90	0100	INSTRUCTIONAL SUPPLIES
14912069	OFFICE DEPOT	6/27/2022	50.13	0100	INSTRUCTIONAL MATERIALS
14912070	CDW GOVERNMENT LLC	6/27/2022	21865.02	0100	INSTRUCTIONAL MATERIAL
14912071	HOME DEPOT	6/27/2022	2906.22	0100	MAINTENANCE SUPPLIES
14912072	UNITED STATES POSTAL SERVICE	6/27/2022	2786.03	0100	BULK MAIL REPLENISH
14912073	WILLIAM V. MAC GILL & CO.	6/27/2022	226.22	0100	MEDICAL SUPPLIES
14912074	BARNES AND NOBLE	6/27/2022	1791.34	0100	INSTRUCTIONAL SUPPLIES
14912075	I B TROPHIES & AWARDS	6/27/2022	2834.16	0100	AWARDS & INCENTIVES
14912076	SMART & FINAL	6/27/2022	528.61	0100	OFFICE REFRESHMENTS
14912077	BEST BUY	6/27/2022	699.57	0100	TECHNOLOGY SUPPLIES
14912078	SOUTHWEST SCHOOL & OFFICE	6/27/2022	617.13	0100	INSTRUCTIONAL SUPPLIES
14912079	R&L PERFORMANCE AUTO SERVICE	6/27/2022	2873.34	0100	CONTRACTED SERVICES
14912080	SAN YSIDRO SCHOOL DISTRICT	6/27/2022	17707.85	0100	PCAR REPLENISH
14912081	TEAMTALK NETWORK	6/27/2022	397.80	0100	MAINTENANCE AGREEMENT
14912082	RUSSELL SIGLER, INC	6/27/2022	285.01	0100	CONTRACTED SERVICES
14912083	AMAZON.COM, INC.	6/27/2022	2833.50	0100	INSTRUCTIONAL SUPPLIES
14912084	GRAPHITE PENCIL COMPANY	6/27/2022	360.82	0100	INSTRUCTIONAL SUPPLIES
14912085	FLYERS ENERGY	6/27/2022	6309.75	0100	CONTRACTED SERVICES
14913482	MAXIM HEALTHCARE SERVICES, INC	6/28/2022	2948.18	0100	PROFESSIONAL SERVICES
14913483	EFRAIN IVAN MANRIQUEZ	6/28/2022	114.13	0100	MILEAGE
14913484	WEX BANK	6/28/2022	5576.97	0100	OPERATIONAL SERVICES
14913485	EDTHEORY LLC	6/28/2022	3900.00	0100	PROFESSIONAL SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14913486	T-MOBILE	6/28/2022	5295.21	0100	CONTRACTED SERVICES
14913487	SAN YSIDRO SCHOOL DISTRICT	6/28/2022	474.07	0100	PETTY CASH REPLENISH
14913488	HAWTHORNE MACHINERY	6/28/2022	201.65	0100	CONTRACTED SERVICES
14913489	I B TROPHIES & AWARDS	6/28/2022	16.16	0100	AWARDS & INCENTIVES
14913490	COOLE SCHOOL	6/28/2022	2208.02	0100	INSTRUCTIONAL SUPPLIES
14913491	BENCHMARK EDUCATION COMPANY	6/28/2022	722.99	0100	INSTRUCTIONAL SUPPLIES
14913492	SOUTHWEST SCHOOL & OFFICE	6/28/2022	357.71	0100	INSTRUCTIONAL SUPPLIES
14913493	SAN YSIDRO SCHOOL DISTRICT	6/28/2022	12033.10	0100	RCF REPLENISH
14913494	SAN YSIDRO SCHOOL DISTRICT	6/28/2022	3152.94	0100	PCARD REPLENISH
Total Fund 01			**$ 1,664,145.07**		
14900937	THE REGENTS OF UNIVERSITY OF	6/2/2022	3042.00	1200	PROFESSIONAL SERVICES
14900946	THE DISCOVERY SOURCE, INC.	6/2/2022	2915.97	1200	INSTRUCTIONAL SUPPLIES
14900955	SAFEWAY INC. -VONS DIVISION	6/2/2022	95.87	1200	REFRESHMENTS
14900959	LAMINATOR.COM	6/2/2022	4503.89	1200	OFFICE EQUIPMENT
14903149	SAFEWAY INC. -VONS DIVISION	6/9/2022	25.77	1200	REFRESHMENTS
14907655	WALMART	6/16/2022	244.03	1200	INSTRUCTIONAL MATERIAL
14909067	LEARNING GENIE INC.	6/21/2022	1100.00	1200	CONTRACTED SERVICES
14910357	WAXIE SANITARY SUPPLY	6/23/2022	5157.18	1200	CUSTODIAL SUPPLIES
Total Fund 12			**$ 17,084.71**		
14901872	PANERA BREAD COMPANY	6/6/2022	570.06	1300	CAFETERIA SERVICES
14907614	GOLD STAR FOODS	6/16/2022	57231.52	1300	CAFETERIA FOODS
14907622	EMS LINQ INC	6/16/2022	450.00	1300	CONTRACTED SERVICES
14907638	HOLLANDIA DAIRY INC.	6/16/2022	32734.33	1300	CAFETERIA FOOD
14907640	P&R PAPER SUPPLY COMPANY, INC.	6/16/2022	7021.68	1300	CAFETERIA PAPER GOODS
14907641	OFFICE DEPOT	6/16/2022	256.25	1300	OFFICE SUPPLIES
14907648	LLOYD PEST CONTROL CO.	6/16/2022	232.00	1300	CONTRACTED SERVICES
14907654	CALIFORNIA DEPARTMENT OF	6/16/2022	370.50	1300	CONTRACTED SERVICES
14907657	ACE COOLING & FREEZING	6/16/2022	555.00	1300	CONTRACTED SERVICES
14907658	AMERICAN PRODUCE DISTRIBUTORS	6/16/2022	6000.90	1300	CAFETERIA FOOD
14912054	PANERA BREAD COMPANY	6/27/2022	95.68	1300	CAFETERIA SERVICES
Total Fund 13			**$ 105,517.92**		
14901875	TOM SILVA CONSULTING	6/6/2022	11681.25	2133	CONTRACTED SERVICES
14910339	COLBI TECHNOLOGIES, INC	6/23/2022	67500.00	2133	CONTRACTED SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14910346	TOM SILVA CONSULTING	6/23/2022	5387.50	2133	CONTRACTED SERVICES
Total Fund 21-33			**$ 84,568.75**		
Grand Total			$ 1,871,316.45		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 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

BACKGROUND INFORMATION:
Pursuant to Education Code Section 17604 and Resolution No. 21/22-0006 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 2021-22 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

See attached	Various Funding Sources
(Amount)	(Name of funding source and/or location)

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

AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

July 14, 2022

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Academicognitive Connections	Provide in-person assessments (2022-23)	$21,120.00	Special Education	Gonzalez/Madera
2	Alliance for African Assistance	Provide interpretation and translation services at IEP meetings (2022-23)	$22,000.00	General	Gonzalez/Madera
3	Dr. Fabiola Bagula	Guest speaker to provide motivational presentation at the Welcome Back Event to be held on July 21, 2022.	N/A	N/A	Colom/Medina
4	Gopher	Provide professional development services and 3-year digital subscription for the SPARK Physical Education Program. (2022-2025)	$11,974.00	Title IV	Gonzalez
5	Interdistrict Agreements	Renewal of Interdistrict Agreements with Encinitas Unified School District and Lakeside Unified School District. (2022-2027)	N/A	N/A	Colom
6	Leadership Associates, LLC	Provide 12 days of consulting services to include executive advisement to the Superintendent's Cabinet and individual cabinet members. (2022-23)	$18,000.00	General	Potter
7	Our Lady of Mount Carmel	Amendment to Title II MOU for additional services. (2021-22)	$9,494.00	Title II	Gonzalez
8	Professional Teachers of America	Provide one-on-one academic home tutoring for students with special needs . (2022-23)	$9,000.00	Special Education	Gonzalez/Madera
9	San Diego County Superintendent of Schools	Data Sharing Services (2022-2027)	N/A	N/A	Gonzalez
10	Self & Match Educational Consultation	Provide self-monitoring and motivational system as aprt of the Positive Behavior Supports (2022-23)	$6,825.00	Special Education	Gonzalez/Madera
11	Time and Alarm Systems	Provide fire alarm technician during elevator testing at Willow School. (2021-22)	$550.00	Routine, Restricted, Maintenance	Adrianzen
12	Tom Silva Consulting	Provide professional school facilities planning services on an "as needed" basis. (2022-23)	$15,000.00	General	Adrianzen
13	Twig Science	Supplemental to the Next Generation Science Standards (NGSS) process. (2022-23)	$2,000.00	Restricted Lottery or General	Gonzalez

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS

BACKGROUND INFORMATION:
All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. In addition, students whose parents request for evaluation to determine eligibility for special education services have the right to access such services.

In order to be in compliance with the State and Federal Regulations, the Special Education Department is requesting an approval to contract with AcademiCognitive Connections who will be providing the in person assessments.

Cost Implications: $80/hour x 8 hours/day x 3 days/week x 11 weeks = **$21,120.00**

RECOMMENDATION:
Approve the agreement with AcademiCognitive Connections to provide in-person assessments during 2022-23 in an amount up to $21,120.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement - Action #11: Site and District administration meet after every assessment cycle to review assessment data from all schools to focus on progress with system implementation and identify system support needed including professional learning and coaching to improve instructional implementation to support all learners, including unduplicated students.

This practice will help to support the development of data led site admin led meetings to address the needs of unduplicated students and students with disabilities through the implementation and monitoring of high leverage instructional practices.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$21,120.00	Special Education
(Amount)	(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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July 2022, by and between the San Ysidro School District, hereinafter called the "District", and

AcademiCognitive Connections	(760) 604-2114
Company/Consultant	Telephone Number
P.O. Box 211231, Chula Vista, CA 91921	www.AcademiCognitiveConnections.com
Address	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.

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 RESPONSIBLIITIES 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 appropriates 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, date, 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.

(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.

CONSULTANT:	**AcademiCognitive connections**
Name:	Nadia Braun
Title:	Licensed Educational Psychologist
Address:	PO Box 211231
City/State/Zip Code:	Chula Vista, Ca 91921
Telephone:	760-604-2114
Email:	AcademiCognitiveConnections@gmail.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director, 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:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@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.

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**
AcademiCognitive Connections	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Nadia Braun, Licensed Educational Psychologist	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: 760-604-2114	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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 _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

All evaluations include: school observations, records review, complete assessment reports, travel and participation at the IEP or school meetings; Review of all available records for students in order to answer the referral concerns; To interview anyone who is knowledgeable of the students as it relates to the evaluations.

Cost implications: **$21,120.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ALLIANCE FOR AFRICAN ASSISTANCE

BACKGROUND INFORMATION:
Under 34 CFR §300.322(e), the public agency must take whatever action is necessary to ensure that the parent understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English. Additionally, IDEA requires that certain notices to parents be provided in the parent's native language, unless clearly not feasible to do so. See 20 U.S.C. 1415(b)(4) (prior written notice); 20 U.S.C. 1415(d)(2) (procedural safeguards notice); see also 34 CFR §300.503(c) (notice in understandable language). Instead, under Title VI and the EEOA, state educational agencies and school districts have independent responsibilities to provide Limited English Proficient (LEP) parents of children with disabilities meaningful access through timely and complete translation and oral interpretation.

Alliance for African Assistance, an agency that provides interpretation and translation in different languages, will be providing interpretation at the IEP meetings and translation of special education records into different languages.

Cost Implication:
Onsite and remote interpretation services: $70.00/hour with 30-minute increments
Document Translations: $0.17/word

RECOMMENDATION:
Approve the agreement with Alliance for African Assistance to provide interpretation and translation servies at IEP meetings during 2022- 2023 school year at a cost up to $22,000.00 from General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 5, Parent Engagement-Action #5: Interpreters to provide translation/interpretation services throughout the district.

☒ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$22,000.00	General Fund
(Amount)	(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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Alliance for African Assistance Company/Consultant	(619) 286-9052 Telephone Number
5952 El Cajon Blvd., San Diego, CA 92115 Address	interpreters@alliance-for-africa.org 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.

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 RESPONSIBLIITIES 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 (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 appropriates 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 _____

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, date, 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.

(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.

CONSULTANT:	**Alliance with African Assistance**	
Name:	Cristina Belpassi	
Title:	Global Village Interpretation & Translations Department Manager	
Address:	5952 El Cajon Blvd.	
City/State/Zip Code:	San Diego, CA 92115	
Telephone:	(619) 286-9052	
Email:	interpreters@alliance-for-africa.org	

DISTRICT:	**San Ysidro School District**	
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:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@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.

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**
Alliance for African Assistance	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Walter Lam, President & CEO	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (619) 701-7489	Board Approved:

Revised 08-01-2020

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: _____

Signature	Date
Walter Lam, President & CEO	
Name/Title (Print)	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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 _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Services include:

- Interpretation at the IEP meetings: $70.00 per hour with 30 minute increments; and
- Translation of documents: $0.17 per word

Total cost up to $22,000.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Manuela Colom,
Interim Assistant Superintendent of Educational Leadership, Pupil Services and Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH DR. FABIOLA BAGULA

BACKGROUND INFORMATION:
This agreement is between Dr. Fabiola Bagula and the San Ysidro School District to provide a motivational presentation to district staff during the Welcome Back Event on July 21, 2022. The title of her presentation is "Story of Me, Story of We; An Asset Based look at leading for Equity". Through storytelling and critical self-awareness, Dr. Bagula will offer several equity-based frameworks to leverage in our practice in service of students.

Services will be provided at no cost to the district.

RECOMMENDATION:
Approve the agreement with Dr. Fabiola Bagula to provide a motivational presentation at the July 21, 2022 Welcome Back Event 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	N/A
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between Dr. Fabiola Bagula (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:
To provide a motivational presentation to District staff during the Welcome Back Event on July 21, 2022. The title of the presentation is "Story of Me, Story of We; An Asset Based look at leading for Equity". Through storytelling and critical self awareness, Dr. Bagula will offer several equity based frameworks to leverage in our practice in service of students.

2. Scope of Services:
The SPEAKER shall perform the services described above for the compensation stated in Section 3:

Keynote speaker/presenter for the Welcome Back Event to be held at the San Ysidro Middle School's Multicultural Complex building on July 21, 2022.

3. Compensation:
Services will be provided at no cost to the DISTRICT.

4. Indemnification and Hold Harmless:
SPEAKER 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 SPEAKER 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.

5. Termination:

This contract may be terminated at no cost to either party upon 20 days advance written notice prior to the date of service stated in Section 2, above.

6. Other:

SPEAKER is an independent contractor and is not an agent or employee of the District.

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.

- Signature Page on next page -

GUEST SPEAKER – DR. BAGULA

Signature: _____Date: _____

Address: _____

_____

Telephone: _____ E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476 Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENT SERVICES AND DIGITAL SUBSCRIPTION FOR THE SPARKS PHYSICAL EDUCATION PROGRAM FROM GOPHER

BACKGROUND INFORMATION:
Since 1989, SPARK has been providing a coordinated package of research-based curriculum, on-site teacher training, content-matched equipment, and extensive follow up support to teachers representing schools, organizations, and agencies worldwide and it is exclusively available from Gopher.

The objective of this program is to teach students in grades K-12 how to develop healthy lifestyles, motor skills, movement knowledge, and social and personal skills during PE classes, after-school programs, early childhood, classrooms, and recess settings.

Educational Services Department would like to enter a 3-year professional development service and digital subscription from Gopher to train all SciPhy teachers for the SPARK Physical Education Program, which will benefit all students in Kinder thru sixth grade.

The professional development services include:

- SPARK PE Professional Development Starter for grades K-2 and 3-6
- SPARK 3-Year Digital Subscription for grades K-2 and 3-6
- SPARK Travel Expenses

RECOMMENDATION:
Approve the 3-year Digital Subscription of the SPARK Physical Education Program to include staff professional development services provided by Gopher in the amount of $11,974.00 from Title IV funds.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.15: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies. Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

3-yr Total	
$11,974.00	Title IV Fund
(Amount)	(Name of funding source and/or location)

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

GOPHER

Quote

Quote #: QT81352
Quote Date: 27-Jun-2022
Expire Date: 27-Jul-2022

Ship To:

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro CA 92173
United States

Shipping Contact:

Contact Name: Elva De Baca

Sales Manager: Brian Hull
brianhull@sparkpe.org
Tel: 855-500-3623
Fax: 507-446-2219

Bill To:

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro CA 92173
United States

Billing Contact:

Quote Total:

$11,974.00

Item availability may change hourly based on incoming orders. Please place your order quickly to ensure fast shipment of your product(s).

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
56-408 SPARK PE K-2 Professional Development - Starter	1	0	22-Jul-2022	$1,999.00	$1,999.00
56-412 SPARK PE 3-6 Professional Development - Starter	1	0	29-Jul-2022	$1,999.00	$1,999.00
T00005 SPARK Travel 5	1		27-Jun-2022	$2,000.00	$2,000.00
21-835 SPARK - K-2, 3-year digital subscription	12		27-Jun-2022	$249.00	$2,988.00
21-841 SPARK - 3-6, 3-year digital subscription	12		27-Jun-2022	$249.00	$2,988.00

100% Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee
Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price.
No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446 Fax: 800-451-4855
customercare@gophersport.com

International Customers:
Phone: 507-451-7470 globalservices@gophersport.com Fax: 507-451-4755

QT81352

Quote

Quote #: QT81352
Quote Date: 27-Jun-2022
Expire Date: 27-Jul-2022

Subtotal:	$11,974.00
Shipping, Handling & Processing:	$0.00
Estimated Sales Tax :	$0.00
Quote Total:	$11,974.00

Order prepayment may be required. We offer 30-day terms on approved credit. Full payment terms and wire transfer information are available by request.

100% Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee
Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price.
No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446 Fax: 800-451-4855
customercare@gophersport.com

Phone: 507-451-7470
International Customers:
globalservices@gophersport.com
Fax: 507-451-4755

QT81352

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Manuela Colom, Interim
Assistant Superintendent of
Educational Leadership, Pupil Services
and Safety

☐ Informational
☒ Action

AGENDA ITEM: INTERDISTRICT ATTENDANCE AGREEMENTS

BACKGROUND INFORMATION:
Interdistrict Attendance Agreements with neighboring school districts are submitted to the Governing Board for approval. Agreements could be valid for a minimum of 1 year up to a maximum of 5 years. If there is sufficient room in the District's school and program of desired attendance, requests will be considered provided the reasons are justifiable and in accordance with the District's Governing Board Policy. Students will have to re-apply for the interdistrict transfer on a yearly basis.

The Interdistrict Attendance Agreements with the Encinitas Unified School District and the Lakeside Unified School District will be valid for up to 5 years (2022-2027) and included the following conditions:

- Permits may be authorized with a limited term to allow attendance through the end of a grading period of school year.
- District of attendance may require reapplication for admission on an annual basis.
- Once admitted, location of school site is at the discretion of the receiving school district.

RECOMMENDATION:
Approve the Interdistrict Attendance Agreements with Encinitas Unified School District and the Lakeside Unified School District for school years 2022-2027.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1: Student Achievement and Goal 2: Safety, Climate and Student 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	N/A
(Amount)	(Name of funding source and/or location)

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

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 14 of Ju, 2022, by and between the San Ysidro School District of San Diego County and the Encinitas Unified School District of San Diego County, is effective only for the school year(s) 2022 - 2027 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: SYSD requires for students to re-apply for inter transfers anually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School Disrict	District:
Date Approved by Governing Board: July 14, 2022	Date Approved by Governing Board:

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 14 of Ju, 2022, by and between the San Ysidro School District of San Diego County and the Lakeside Unified School District of San Diego County, is effective only for the school year(s) 2022 - 2027 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: SYSD requires for students to re-apply for inter transfers anually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Assistant Superintendent/Pupil Services	Appeal:
Personal Conference: Assistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School Disrict	District:
Date Approved by Governing Board: July 14, 2022	Date Approved by Governing Board:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH LEADERSHIP ASSOCIATES, LLC FOR 2022-2023 CONSULTING SERVICES

BACKGROUND INFORMATION:
This agreement is between Leadership Associates, LLC and the San Diego School District. Leadership Associates will provide up to twelve (12) days of executive advisement to the Superintendent's Cabinet and individual cabinet members during the 2022-23 school year.

RECOMMENDATION:
Approve the agreement with Leadership Associates, LLC for 2022-2023 Consulting Services to provide twelve (12) days of executive advisement to the Superintendent's Cabinet and individual cabinet members during the 2022-2023 school year at an amount not to exceed $18,000.000 from the General fund.

LCAP GOAL

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

NOT TO EXCEED
$18,000.00
(Amount)

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

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

Requisition #

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

LEADERSHIP ASSOCIATES, LLC
449 W Foothill Blvd #427
Glendora CA 91741
Phone (760) 771-4277

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **July 2022** by **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor, and **SAN YSIDRO SCHOOL DISTRICT** hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

> **Contractor will provide up to twelve (12) days executive advisement to the Superintendent's Cabinet and individual cabinet members during the 2022-23 school year.**

The District agrees to pay the Contractor the amount not to exceed **EIGHTEEN THOUSAND DOLLARS ($18,000)** for services provided. The Contractor will submit bi-annual invoices. Payment is due within 30 days of receipt of invoice.

Mail remittance to: **Leadership Associates**
449 W Foothill Blvd $427
Glendora CA 91741

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:	DISTRICT:
LEADERSHIP ASSOCIATES, LLC	SAN YSIDRO SCHOOL DISTRICT
Taxpayer ID#: 68-038 3653	
By Betty Hall	By _____
Name Betty Hall, Contracts Administrator	Name _____
Date July 7, 2022	Date _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE II FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private schools children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public schools' children and teachers participating in the program.

The total allocation of Title II funds for Our Lady of Mt. Carmel School is $9,494.00.

The original Title II MOU was approved by our Governing Board on November 18, 2021, and it needs to be amended to include additional services. Our Lady of Mt. Carmel selected FACTS Education Solutions, LCC as a third-party provider who will provide professional development opportunities to Our Lady of Mt. Carmel staff in the amount of $5,494.00 and a professional development presentation from The Jodee Blanco Group, Inc in the amount of $4,000.00.

RECOMMENDATION:

Approve the amendment to the Memorandum of Understanding with Our Lady of Mount Carmel School for Title II funds and services for the 2021-2022 school year at a cost not to exceed $9,494.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action #17: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies. Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Total Allocation:	
$9,494.00	Title II Funds
(Amount)	(Name of funding source and/or location)

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

Amendment to the Memorandum of Understanding ESEA Title II

Provision of Title II
Professional Development to Private Schools

2021-2022

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in Title II funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title II, Part A for the 2021-2022 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel.

This MOU was originally approved on November 18, 2021, but it's been amended to include additional services.

Section 2: How will the teachers' professional development needs be identified?

Teachers' professional development needs are identified through the accreditation process. For the 2021-2022 school year, Our Lady of Mt Carmel continues its ongoing trainings from FACTS Education Solutions and a seminar on bullying prevention from The Jodee Blanco group, Inc.

Term: October 22, 2021 – September 30, 2022

Section 3: What services and products will be provided?

Our Lady of Mt Carmel (OLMC) selected FACTS Education Solutions, LCC and The Jodee Blanco Group, Inc. as third-party providers, who will provide professional development opportunities to Our Lady of Mt Carmel staff. The amount for these professional development sessions for school year 2021-22 shall not exceed $9,494.00.

Professional Developments:
FACTS: Not to exceed $5,494.00

- Universal Design for Learning (UDL)
- Standards Referenced Grading
- Maximizing Renaissance Learning and Assessment Programs Training

From The Jodee Blanco Group, Inc.: Not to exceed $4,000.00

- Comprehensive Faculty Seminar on Bullying Prevention, Intervention and Social Emotional Learning.

SYSD will provide the following:

- District shall pay FACTS Education Solutions, LCC and The Jodee Blanco Group, Inc. for the selected services as described above during this contract term. The amount shall not exceed $9,494.00 for the 2021-2022 school year.

- FACTS Education Solutions, LCC and The Jodee Blanco Group, Inc. shall submit to the District itemized invoices which indicates work completed by them. District shall review each invoice submitted to determine that the work was performed, and expenses incurred are in compliance with the provisions of this Memorandum of Understanding (MOU). District shall pay FACTS Education Solutions, LCC and The Jodee Blanco Group, Inc. within a reasonable time and in accordance with this MOU.

Section 4: How, when, where, and by whom will the services be provided?

Professional development workshops will be provided from October 22, 2021, thru September 30, 2022, to all teachers and administrators from Our Lady of Mt. Carmel School. Professional development activities will take place at various locations and be provided by FACTS Education Solutions, LCC and The Jodee Blanco Group, Inc.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet to discuss the delivery and effectiveness of professional development services provided to teachers. Effectiveness of professional development will be determined through an evaluation by FACTS Education Solutions, LCC and The Jodee Blanco Group, Inc, with numerous walk-throughs and 2 informal classroom visitations by the principal of Our Lady of Mt Carmel.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

Any Service Agreement entered between Our Lady of Mt Carmel and FACTS Education Solutions, LCC and The Jodee Blanco Group, Inc. (hereinafter referred to “Parties”) are not the responsibility of SYSD. The Parties are independent and are not agents or employees of SYSD. The work to be performed shall be in accordance with the work agreed between the Parties and shall have no authority, express or implied, pursuant to this MOU to bind SYSD to any obligation whatsoever, except as specifically provided in this MOU. Any additional personnel performing the Services under this MOU on behalf of the Parties shall at all times be under their exclusive direction and control. Parties shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services as required by law.

SYSD and Our Lady of Mt Carmel shall fulfill the conditions listed herein.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: _____Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: ____Marilyn Adrianzen_____Phone No: _____(619)428-4476_____

Signature: _____ Date: _____

Title: _Chief Business Official_____ Board Approval: _____

Our Lady of Mt. Carmel School
4141 BEYER BOULEVARD, SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

June 17, 2022

Updated Needs Assessment Title II:

Our Lady of Mount Carmel School is requesting allotted Title II fund money to be used towards professional development. The following professional development needs have been identified by informal teacher assessments or surveys and the school's goal toward enhancing student academic achievement and improving student emotional health and coping skills.

Some services to be provided by FACTS Education Solutions, LLC as a third party provider to deliver evidence based professional development including Standards Referenced Grading to private school teachers and school leaders. ($1942.00) Teachers will also receive training to maximize implementation of Renaissance Star Assessment, Freckle Math, and Accelerated Reader. Renaissance is used throughout the year to track student progress and growth. ($3,552.00)

Our Lady of Mount Carmel is also requesting $4,000.00 of Title II allocations to be used toward the Jodee Blanco Professional Development Presentation on Bullying Prevention, Intervention, and SEL Tools for encouraging and Sustaining Inclusion. ($4,000.00).

Blessings,

Sister Eva Lujano, SJS, Principal

Our Lady of Mount Carmel School

Materials

All materials required for the professional learning session will be provided by FACTS Ed.

Invoicing

FACTS Ed will invoice San Ysidro School District within 30 days of the event. Payment is due 30 days from receipt of the invoice.

Professional Development Compliance Documents

FACTS Ed will provide the following compliance documents:

- Participation report
- Agenda
- Session evaluation summary

LEA Contact Information

San Ysidro School District
Irene Lopez
irene.e.lopez@sysdschools.org
619-428-4476

Cost of Services $ 1,942.00

Terms and Conditions

Professional Development pricing is based upon estimated service levels described above. FACTS Education Solutions has the capacity to provide professional development services in other event scenarios. If the number of sessions or event duration increases, prices will be adjusted and invoiced accordingly.

Quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal for services offered to Our Lady of Mount Carmel School.

12.01.21

Jackie Degel
Regional Vice President, West
jdegel@factsmgt.com
Phone: 206-755-3395

Proposal for 2021-2022 Title II Professional Development
Our Lady of Mount Carmel School
San Ysidro School District
Proposal Date: 06/18/2022

Services Description

FACTS Education Solutions will provide three (3) hours of onsite training to the teachers and staff of Our Lady of Mount Carmel School on August 2, 3, or 4, 2022 from 9:00-12:00. This training will be supported by up to eight (8) hours of popup coaching support through the 2022-2023 school year.

Session Descriptions

Maximizing Renaissance Learning and Assessment Programs

Our Lady of Mount Carmel School uses Renaissance Star Assessments quarterly to track student progress and growth. Additionally, Renaissance Freckle and Accelerated Reader programs are utilized throughout the year to provide ongoing practice and periodic evaluation as well as to inform student learning plans.

New and returning teachers will receive training to maximize their implementation of the programs and differentiate instruction using the data. The workshop will introduce and examine:

- General Renaissance Star Resources
- Reporting and Data
- Fact Sheets
- Accelerated Reader Overview
- Freckle Overview

OLMC teachers will be prepared to start the school year with a comprehensive plan to implement the Renaissance tools.

Survey results will inform future workshops and trainings.

FACTS EDUCATION SOLUTIONS

Support

Registration

Our Lady of Mount Carmel School will submit a list of attendees to FACTS Education Solutions at the conclusion of the workshop.

Materials

All materials required for the professional learning session will be provided by FACTS Ed.

Invoicing

FACTS Ed will invoice San Ysidro School District within 30 days of the event. Payment is due 30 days from receipt of the invoice.

Professional Development Compliance Documents

FACTS Ed will provide the following compliance documents:

- Participation report
- Agenda
- Session evaluation summary

School Contact Information	LEA Contact Information
Our Lady of Mount Carmel School 4141 Beyer Blvd San Ysidro, CA 92173 619-428-2091 Sister Eva Lujano principal@olmc.school Lucy Lozada lucylozada@olmc.school	San Ysidro School District 4350 Otay Mesa Rd. San Ysidro, CA 92173-1617 Elizabeth Originales elizabeth.originales@sysdschools.org 619-428-4476

Cost of Services $3,552.00

Terms and Conditions

Professional Development pricing is based upon estimated service levels described above. FACTS Education Solutions has the capacity to provide professional development services in other event scenarios. If the number of sessions or event duration increases, prices will be adjusted and invoiced accordingly.

Quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal for services offered to Our Lady of Mount Carmel School.

As an authorized representative, I agree to the services proposed by FACTS Education Solutions.

Signed:	Printed Name:	
S. Eva Lujano SJS	Sister Eva Lujano, SJS	
Title: Principal	**Institution:** Our Lady of Mt. Carmel School	**Date:** 06/24/2022

Please complete, sign, and return to Jackie Degel jdegel@factsmgt.com

Description of INJJA (It's NOT Just Joking Around!™) Anti-Bullying Program

Company: The Jodee Blanco Group, Inc.
Program Creator and Facilitator: Jodee Blanco, Owner/CEO
Address: P.O. Box 146, Orland Park, IL 60462
Street Address: 3660 North Lake Shore Drive, Ste. 4309, Chicago, IL 60613
FEIN: 47-4140537
Website: www.jodeeblanco.com
Date of Proposed Engagement: Tuesday, September 13, 2022
Cost: $4,000.00 total, all expenses included

Scope of Work: Title IIA

Comprehensive Faculty Professional Development Seminar on Bullying Prevention, Intervention, and SEL Tools for Encouraging and Sustaining Inclusion

Duration: Day-Long, Immersive Professional Development Experience

Session Includes Detailed Follow-Up Written Supplement/White Paper and Digital Resources Package with Video Practice Sessions, Articles and Other Content for Ongoing Learning

Everything is from the student's point of view. I take teachers inside the heart and mind of the victim, the bully and the bystander, from their singular perspectives. It is designed specifically to help schools support the positive behavioral changes in students and resultant increase in safety inspired by implementation of the program. Highlights include:

- What you should never say to a bullied child and why;
- What you should say and do;
- The difference between authority and emotional credibility and how it can make or break a child's ability to trust in you;
- How the bully and the victim are flipsides of the same coin and how to assist both;
- The two types of bullied students;
- The two types of popular students;
- The typical profile of the bullied child;
- How to intervene with a bullied child and/or a bully one-on-one;
- How to intervene in a group bullying situation;

- The single biggest mistake parents and teachers make when dealing with a bullied child that can often lead to suicide and how to avoid it;
- How to "think like a kid" instead of a "grown-up" and apply this skill to save a young life;
- Why traditional punishment doesn't always work and how to supplement it with more enlightened forms of discipline that are "compassion-centric";

**Note: Student and parent presentations offered at no cost.*

About the Presenter/Consultant:

Jodee Blanco is the author of the seminal *NY Times* bestseller *Please Stop Laughing at Me....* that established her as anti-bullying's first voice. One of education's most trusted experts, she has presented to thousands of students, teachers and parents. Administrators turn to her regularly for professional development and to implement her anti-bullying program in their schools. She also consults on enlightened communication practices and crisis management for schools. In addition to her memoir, she has written multiple other successful books, a series of critically acclaimed white papers on bullying, and taught at The University of Chicago and NYU. The media use her regularly as a resource and her life story has been featured in hundreds of newspapers in the U.S. and abroad. Her anti-bullying program INJJA (It's NOT Just Joking Around!), that consists of live presentations, extensive professional development and a comprehensive curriculum continues to redefine the possibilities for curbing suffering in schools worldwide. For more info, visit www.jodeeblanco.com
https://www.jodeeblanco.com/jodee-blanco-bio/

Helpful Links:

https://www.jodeeblanco.com/

https://www.jodeeblanco.com/media-room/video-clips-of-jodee-speaking-live/

https://www.jodeeblanco.com/media-room/live-televsion-news-clips/

https://www.jodeeblanco.com/jodee-blanco-bio/

THE JODEE BLANCO GROUP, INC. ▪ 312-961-3430 ▪ jodee@jodeeblanco.com
Author/Speaker Website: jodeeblanco.com ▪ Consulting Website: thejodeeblancogroup.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA, INC.

BACKGROUND INFORMATION:
As the results of Settlement Agreement and General Release, Professional Tutors of America, Inc. (PTA), will be providing one-on-one academic home tutoring for students with special needs for a total of 100 hours.

Cost Implication: $90.00 per hour x 100 hours = **$9,000.00**

RECOMMENDATION:
Approve the agreement with Professional Tutors of America, Inc. to provide one-on-one academic home tutoring for students with special needs in an amount up to $9,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement – Action #20: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools.

Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$9,000.00	Special Education
(Amount)	(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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Professional Tutors of America, Inc.	714-784-3454
Company/Consultant	Telephone Number
3350 E. Birch St, Suite 201, Brea, CA 92821	rgordon@professionaltutors.com
Address	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.

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 RESPONSIBLIITIES 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 (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 appropriates 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 _____

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, date, 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.

(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.

CONSULTANT:	**Professional Tutors of America, Inc.**
Name:	Robert Gordon
Title:	CEO
Address:	3350 E. Birch St., Ste. 201
City/State/Zip Code:	Brea, CA 92821
Telephone:	714-784-3454
Email:	rgordon@professionaltutors.com

DISTRICT:	**San Ysidro School District**	
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:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@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.

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**
Professional Tutors of America, Inc.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Robert Gordon, CEO	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: 714-784-3454	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: _____

_____ _____

Signature Date

_____

Name/Title (Print)

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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 _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

Professional Tutors of America, Inc. will be providing one on one academic home tutoring to students with special needs, at $90.00 per hour for a maximum of 100 hours.

Cost: $90.00 x up to 100 hours = not to exceed **$9,000.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR DATA SHARING SERVICES

BACKGROUND INFORMATION:

This Memorandum of Understanding (MOU) is entered between the San Diego County Superintendent of Schools (SDCOE) and the San Ysidro School District (SYSD) for Data Sharing Services with the purpose of setting forth the rights and responsibilities of SDCOE and SYSD with respect to data collected or retained by the LEA or by SDCOE.

Responsibilities of SDCOE:
SDCOE will provide any services it delivers in a timely and professional manner.

- SDCOE will ensure any systems it develops with such Data to serve the needs of LEA or publica agencies will have appropriate levels of security, as further detailed in Section 11 (Data Security) of the MOU.
- SDCOE shall help ensure Data available can only be viewed or accessed by agencies legally allowed to do so, and as agreed upon by the LEA and SDCOE.
- Should it be deemed necessary, SDCOE will specify and assist in allowing network access to resources, in a controlled secure manner.

The term of this MOU is from July 1, 2022, through June 30, 2027, and it may me periodically or annually updated to incorporate changes if required upon mutual agreement of parties.

RECOMMENDATION:

Approve the Memorandum of Understanding with San Diego County Superintendent of Schools for Data Sharing Services from July 1, 2022 through June 30, 2027 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. Action #3

☐ **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)	(Name of funding source and/or location)

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

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
6401 Linda Vista Road
San Diego, California 92111

MEMORANDUM OF UNDERSTANDING FOR DATA SHARING SERVICES

This Memorandum of Understanding ("MOU") is entered into the **1st of July 2022 through June 30th, 2027** by and between the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS ("SDCOE")** and the **SAN YSIDRO SCHOOL DISTRICT** ("LEA," together with SDCOE, the "Parties").

WHEREAS, SDCOE and LEA enter into this MOU to facilitate the mutual sharing of data and establish responsibilities between the Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; "FERPA"); California Education Code § 49073.1; the Student Online Personal Information Protection Act (California Business and Professions Code § 22584; "SOPIPA"); California Civil Code § 1798.29; and California Government Code § 6250 et seq.; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SDCOE and LEA with respect to data collected or retained by LEA or by SDCOE pursuant to this MOU.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Role of SDCOE

1.1 SDCOE shall provide services designed to assist LEA with certain requirements and mandates for managing or reporting on data collected by LEA, potentially including the integration of data between disparate systems, and staff and pupil records, which include any information that is directly related to a student that is maintained by LEA or acquired directly through the use of instructional software or applications assigned to a student by a teacher or other LEA employee (collectively, "Data"). Services rendered under this MOU shall be referred to as "Core Services" and be identified in Exhibit A hereto.

The LEA may request in writing to opt into participation in one or more core services outlined in Exhibit A. SDCOE reserves the right to accept or deny such request for services. Once this decision is made, SDCOE shall provide a written response to the LEA either accepting or denying the request within 10 working days of receipt of the request to add services.

2. Responsibilities of SDCOE

SDCOE will provide any services it delivers in a timely and professional manner.

2.1 SDCOE will ensure any systems it develops with such Data to serve the needs of LEA or public agencies will have appropriate levels of security, as further detailed in Section 11 (Data Security) of this MOU.

2.2 SDCOE shall help ensure Data available can only be viewed or accessed by agencies legally allowed to do so, and as agreed upon by LEA and SDCOE.

2.3 Should it be deemed necessary, SDCOE will specify and assist in allowing network access to resources, in a controlled and secure manner.

3. LEA Rights and Responsibilities

LEA shall provide system linkages or necessary Data extracts or permission access from LEA's student information or other systems on an agreed upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement.

3.1 Data extracts will be provided through secure electronic transmission by LEA to SDCOE.

3.2 LEA will be responsible for providing the data needed to integrate LEA's Data into SDCOE's data repositories as needed to perform the required tasks.

3.3 Data provided by LEA shall include Data relevant to the purpose of this MOU or specific system requirements.

3.4 LEA shall be responsible for determining which of their staff has access to system, communicating to SDCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining LEA's main and sub-accounts, and communicating the names of individuals for whom access should be removed due to change of position or separation from the LEA.

3.5 LEA shall designate those individuals who can: (a) transmit Data to SDCOE; (b) request release of Data to LEA or third parties; or (c) request extracts or analysis of LEA's Data.

4. Third-Party Agencies

Third parties may include but are not limited to public agencies the Parties desire to collaborate with, public agencies the Parties are required to share Data with, and/or any third-party vendor of either Party. Permission for SDCOE to share Data with a third party must be first granted by LEA in writing.

5. Amendments to MOU

The MOU shall be supplemented by amendments or other attachments that will reflect specific undertakings by SDCOE and LEA.

6. Applicable Law

6.1 Data sharing under this MOU will from time to time include SDCOE collecting and maintaining educational records that contain personally identifiable information (PII) on students or staff of LEA. SDCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SDCOE and LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code § 49073 et seq., FERPA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), SOPIPA, and other state and federal/European Union laws and regulations regarding educational, personnel, medical and financial records.

6.2 The Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SDCOE and LEA additionally agree that aggregated (non-individually identifiable) and non-aggregated PII Data may be reported upon or shared as allowable by law.

6.3 SDCOE and LEA shall ensure joint coordination and cooperation with one another to ensure compliance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended. The foregoing notwithstanding, SDCOE and LEA agree that LEA shall be responsible for providing notices to parents required under FERPA, obtaining necessary parental consent required under FERPA, and for providing parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of Data shared with SDCOE pursuant to this MOU.

7. Ownership of Data

SDCOE and LEA agree that LEA will continue to maintain ownership of and control over its source Data. SDCOE agrees that it will not alter LEA's source Data without explicit authorization from LEA, and is not responsible for any errors therein. SDCOE shall not be responsible for the type or quality of the Data provided by LEA, and SDCOE makes no warranty as to the Data itself. LEA understands that though SDCOE may notify it of issues it discovers with the source Data, LEA is responsible for any corrections required to its own Data or will authorize SDCOE to make any limited explicit changes. LEA acknowledges that accurate reports rely upon accurate source Data being maintained by LEA. Each party owns or controls its data systems and the work product generated by such systems.

8. Prohibited Use of Data

Except as otherwise permitted by the terms of this MOU, SDCOE shall not use the Data supplied to it in an unauthorized manner. Specifically, SDCOE shall not sell or release Data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this MOU.

9. Student and Parent Access to Data

SDCOE shall work with LEA to provide a means by which employees, when authorized by LEA, can search and access student Data through reasonable procedures for LEA to respond to a parent, legal guardian, or eligible student who seeks to review PII in the pupil's records and to correct erroneous information. The foregoing notwithstanding, SDCOE shall cooperate with LEA to help ensure this record correction will be consistent with LEA's policies regarding record correction.

10. Third-Party Vendors

SDCOE will have contracts with third parties to help SDCOE maintain the SDCOE data system ("SDCOE Contractors"). SDCOE may not distribute student or staff Data to any SDCOE Contractors without LEA's written consent or as permitted by this MOU, unless required by law. SDCOE shall ensure that approved subcontractors adhere to this MOU. SDCOE will help ensure that any subcontractor or sub-processor that it engages, to process, store, or access Data, has adequate technical security and organizational measures in place to keep Data secure and comply with this MOU. SDCOE will require any third-party vendors and subcontractors to comply with any applicable state and federal laws and

regulations regarding educational records and data privacy, including but not limited to: Education Code §§ 49073.1, 49076, and 49076.5; FERPA; HIPAA; and SOPIPA.

11. Data Security

Both Parties agree to maintain appropriate security protocols in the transfer or transmission of Data, including ensuring Data may only be viewed or accessed by Parties legally allowed to do so. SDCOE shall maintain Data obtained or generated pursuant to this MOU in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to this MOU, except as requested by LEA. SDCOE shall provide security training to those of its employees who operate or have access to the system. SDCOE may also provide an initial security training to LEA. SDCOE shall provide LEA with contact information for the person at SDCOE who LEA may contact if LEA has security concerns or questions. Where applicable, SDCOE will require unique account identifiers, user names, and passwords that must be entered each time a client or user signs in. A description of SDCOE's data security practices and procedures is attached to this MOU as Exhibit B.

12. Data Breach Notification

SDCOE shall maintain Information Security & Privacy Insurance with Electronic Media Liability policy with coverage limits of no less than one million dollars ($1,000,000.00) per occurrence and five million dollars ($5,000,000.00) aggregate for the duration of this MOU. Such policy shall cover damages resulting from the unauthorized access to, or theft of, data obtained by SDCOE in connection to this MOU, as well as the unauthorized disclosure or use of (PII) that SDCOE may acquire from LEA ("Data Breach"). It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of LEA Data, and defense costs, fines, and penalties related to a Data Breach. Parties agree that the insurance requirements referred to herein shall apply to any third-party vendors hired by SDCOE that may obtain or maintain LEA Data, as well as the outside agencies referred to in Section 10 of this MOU. LEA reserves the right to request proof of insurance from SDCOE, third-party vendors, and outside agencies to confirm compliance with these insurance requirements. Upon becoming aware of any unlawful or unauthorized access to student or staff Data stored on equipment used by SDCOE or in facilities used by SDCOE, SDCOE will take the following measures:

12.1 Promptly file a claim with SDCOE's Information Security & Privacy Insurance with Electronic Media Liability policy provider.

12.2 Promptly notify LEA of the suspected or actual incident, including the type of Data subject to unauthorized access.

12.3 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

12.4 Assist LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

13. Outside Agencies

13.1 SDCOE may be required by subpoena or other lawfully issued order to divulge Data to law enforcement or another agency. When permitted by the requesting agency, SDCOE shall provide LEA with notice of the request and types of information requested. Both SDCOE and LEA have periodic needs to share Data, as legally allowed, with public agencies needing access to such Data to provide services to students. SDCOE and LEA understand that sharing Data for use in such systems streamlines the process of providing services to students. SDCOE agrees that no Data will be made accessible to any such agency for any purpose other than those limited to the Data required and only under conditions allowed by law. Education Code §§ 49076 and 49076.5, as amended, and 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, as amended, provides specific conditions under which Data may be accessed by or shared with public agencies.

13.2 SDCOE may have periodic needs to share Data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with LEA and SDCOE or to perform relevant research studies. SDCOE shall notify LEA in writing of any Data sharing pursuant to this Section, as follows:

1. Describe the identity of the researchers/organizations to whom the Data will be transmitted
2. Provide contracts when requested, which shall include provisions binding the researcher/organization to the terms of this MOU
3. Describe the types of Data to be transmitted
4. Describe the manner in which the Data shall be de-identified or aggregated.
5. To the extent that any Data that will be shared with outside researchers/organizations satisfies the definition of "pupil records" under FERPA, confirm that the disclosure of such Data complies with FERPA requirements.

14. Independent Contractors

Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

15. Indemnification and Liability

Each Party agrees to indemnify the other against any and all liability, actions, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or in any way resulting from the indemnifying Party's own negligent or intentional acts, errors, or omissions in connection to the performance of the responsibilities of each Party, per this MOU. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this MOU. The Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this MOU or pursuant to law, excluding such release in connection to the negligence of either Party, or that of its officers, agents, or employees. If liability, damages, or any other claim relating to Data shared pursuant to this MOU is a result of a third party's act or omission, then the indemnification and defense that the third party contractually owes to SDCOE and/or LEA shall also be extended to the other Party to this MOU, to the maximum extent possible.

16. Severability

If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this MOU, and the remaining provisions shall remain in effect and enforceable.

17. Term

This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this MOU is part of an effort to standardize data sharing and management between SDCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate effective June 30, 2027.

18. Termination

Either Party may terminate this MOU upon ninety (90) days' written notice. Upon termination or expiration of this MOU, SDCOE shall work with LEA for the orderly cessation of extracts of student Data. Upon termination or expiration of this MOU, SDCOE shall return or delete personally identifiable student Data unless otherwise provided by law or mutual agreement of the Parties. SDCOE and LEA understand that SDCOE may have an ongoing need to reference the raw Data it acquired during the term of this MOU. In the event that such need arises, SDCOE shall, to the extent possible and subject to the mutual agreement of the LEA, only retain anonymized, aggregated Data that it obtained from LEA during the term of this MOU. However, SDCOE certifies that such anonymized, aggregated Data shall be purged when the Data has exceeded its useful life and shall not be kept for more than seven (7) years unless otherwise legally required.

19. Dispute Resolution

In the event of a dispute between any Party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within ninety (90) days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the San Diego County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of San Diego, State of California.

[Signatures on Following Page]

SAN DIEGO COUNTY OFFICE OF EDUCATION	**SAN YSIDRO SCHOOL DISTRICT**
By: _____	By: _____
Name: _____ Title: _____ Dated: _____ By: _____ Name: _____ Title: _____ Dated: _____	Name: Marilyn Adrianzen Title: Chief Business Official Dated: _____ Board approved: _____

771-107/4548835.1

EXHIBIT A

SDCOE Data Related Services

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
College Board Data can be collected from the college board at the district and school site level in support of district improvement efforts. The LEA agrees to provide permission for the SDCOE to access College Board data to accurately track the progress of the LEA's students in terms of high school success, college preparedness, college persistence as well as student course taking and course completion patterns, selection of Institutes of Higher Education as well as student level performance on assessments administered by the College Board including but not limited to PSAT, SAT and Advanced Placement exams	College Board Data Set	LLS/Innovation	YES	NO	NO
SDCOE facilitated data projects that are designed to support LEAs with data visualizations related to student performance, progress, language acquisition, or attendance. Data provided to SDCOE may also be leveraged to support	SDCOE facilitated projects may include but are not limited to: ● Improving Chronic Absenteeism network ● BTSC Freshmen Success Network ● MTSS Collaborative ● Migrant Education ● Student Services and Programs ● Early Education ● Qualitative Services	LLS/AAE ITS/BI	YES	NO	NO

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI, Tableau, R, and additional platforms leveraged by SDCOE to conduct analyses as well as produce high quality visualizations and reports.	● Assessment Performance ● Program Evaluation ● Grant performance evaluation and reporting ● Improvement communities ● Middle School Aspire Network ● Career pathways implementation ● Differentiated Assistance ● Graduate profile development ● Strategic planning ● CSI/ATSI ● Technical Assistance ● Multilingual education including ELLIC and ELSA ● Performance assessment ● LCAP Development and LCAP after action meetings ● District/LEA profile				
SDCOE LLS/MEGA SDCOE shall provide the MEGA dashboard to support the LEA in understanding and monitoring the progress of language learners. The MEGA Dashboard is a tool that utilizes business intelligence software, establishing a dynamic, multi-faceted assessment system to monitor the progress of language learners. This tool provides visualizations of both academic and linguistic data at the district level, site level, and classroom	MEGA EL Dashboard ● Provide data monitoring for students including English learners ● Monitor progress towards reclassification at the student level ● Monitor the progress of reclassified students per CDE requirements ● Provide LCAP metrics ● Monitoring of English Learner students within core subjects as required	ITS/ITS LLS/MEGA	YES	NO	NO

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
level, which is instrumental in data analysis and targeted planning. Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI and Tableau.					
Ed-Fi Interoperability In coordination with third party services providers or grantors including the Ed-Fi Alliance and/or Michael and Susan Dell Foundation, SDCOE shall provide the LEA metrics output from combined data sets, utilizing the Ed-Fi data structure and platforms including SQL, R, Power BI and Tableau to combine student information system data with one or more additional sources of data as needed to customize outputs for the LEA. The LEA shall provide any additional sources of data through either data submissions through secure transfer or via APIs to software as services the LEA uses. Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through	SDCOE Data Interoperability	LLS/ITS/ Innovation	YES	NO	NO

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
the use of platforms including R, Power BI and Tableau.					
SDCOE Data Reporting System SDCOE facilitated data system that combines various reports, dashboards and visualizations into a single interface designed to support LEAs with data related to student performance, progress, well-being; student portfolio, work-based learning and college-career planning; as well as school-community metrics.	SDCOE Data Reporting System	Innovation, LLS, ITS, SSP, Migrant Education	YES	No	No

EXHIBIT B

SDCOE Data Security Practices and Procedures

Introduction: SDCOE has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Operational Support Services, Personnel Services, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of January 1, 2019, the Program has identified the following areas to be part of the continual improvement of the SDCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration
   a. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances
   b. Continual improvement of Anti-virus/Malware software configuration, operation and security
   c. Provide Anti-virus/Malware training and awareness
   d. Practice in depth Anti-virus/Malware defense for server and end user computers

2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)
   COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a **DRP**. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. SDCOE addresses these plans by:
   a. Performing annual Business Impact Analysis with various departments to identify mission critical
   b. processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
   c. Secure Executive Oversight and Support for the COOP
   d. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.

3. Firewall Administration and Configuration

   a. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
   b. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
   c. Implement least privilege access
   d. Documentation, content and sufficiency of firewall policies and procedures
   e. Logical placement of firewalls
   f. Restricted access to management interfaces
   g. Continual evaluation of applied rule sets
   h. Backup, recovery, and storage of configuration files
   i. Firewall event log review and sufficient storage for retention policy

4. Network Systems and Database Vulnerability Scanning

Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.

5. Network Monitoring & Intrusion Detection
   a. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
      1. Attempted unauthorized logical and physical access;
      2. Access trends and deviations from those trends;
      3. Access to sensitive data and resources;
      4. Highly-sensitive privileged access, such as the ability to override security controls;
      5. Access modifications made by security personnel; and
      6. Unsuccessful attempts to logon to a system.
   b. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures

6. Patch Management
   a. Regularly review and update systems, configuration, and applications for required systems
   b. Sufficient testing of systems before and after patching
   c. Maintain documentation of patch history of required systems

7. Physical Security
   To prevent unauthorized personnel from gaining direct access to SDCOE facilities that house sensitive information, the following areas are under regular review and improvement process:
   a. Documentation, content and sufficiency of physical security policies and procedures
   b. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
   c. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
   d. Lock and Key control
   e. Access control including identification systems in use and access points
   f. Intrusion alarms
   g. Fire detection, suppression and prevention
   h. CCTV/digital imaging technologies
   i. Power system and utility control points
   j. Documentation, retired network storage, and refuse disposal
   k. Mail Handling
   l. Hard copy record storage
   m. Network Operations Center

8. Server (Data Center Systems) Administration and Configuration
   Continual improvement of the following areas:
   a. Documentation of server implementations, policies, and procedures
   b. Hardware, operating system, and application security
   c. User account policy and rights assignments
   d. Auditing policies, system changes, user rights, and access to sensitive data
   e. Event and security log retention and regular review
   f. Critical file and folder permissions
   g. Remote access and security

9. Network Switch and Router Administration and Configuration
   Continual improvement of the following areas:
   a. Develop clear documentation, content and sufficiency of policies and procedures
   b. Streamline installation, operation and security
   c. Regular review of configuration

10. Workstation Administration and Configuration
    Continual improvement of the following:
    a. Documentation of workstation policies and procedures
    b. Hardware security
    c. Operating System installation, configuration and maintenance (patching)
    d. User account policies and rights assignments
    e. Event and security log settings and retention
    f. Critical file and folder permissions
    g. Remote access and security

11. Mobile Devices
    Regularly examine SDCOE's policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both SDCOE owned devices and personal devices brought onto SDCOE's network.

12. Application Security Assessment and Mitigation
    The primary objective is to assess how effectively and efficiently SDCOE ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in SDCOE's IT systems to accomplish and/or conceal an unauthorized diversion of SDCOE's assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:
    a. Database administration practices.
    b. Production control practices.

13. Users Awareness Training
    Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SELF & MATCH EDUCATIONAL CONSULTATION

BACKGROUND INFORMATION:
The Self & Match System is a self-monitoring and motivational system that has been implemented internationally across a variety of settings, including: special and general education, home, camp, clinic, public, private, and pacrochial schools, post-secondary education, and sports programs. It is incorporated into individualized systems, class-wide and school-wide management procedures as a part of School-wide Positive Behavior Supports.

Cost implication:

Description	Unit	Price
Introductory Workshop	Group	$ 1,250.00
Self & Match Manual	Each (x 50)	$ 3,750.00
Advanced Workshop	Group	$ 650.00
Paraprofessional Workshop	Group	$ 650.00
Parent Workshop	Group	$ 525.00
Total		**$ 6,825.00**

RECOMMENDATION:
Approve the agreement with Self & Match Educational Consultation to provide a self-monitoring and motivational system as part of the Positive Behavior Supports during 2022-23 school year at a cost up to $6,825.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement – Action #17: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies.

Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$6,825.00	Special Education
(Amount)	(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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Self & Match Educational Consultation	(610) 393-8208
Company/Consultant	Telephone Number
1501 San Elijo Road S. #104-318, San Marcos, CA 92078	https://selfandmatch.com/
Address	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: July1, 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.

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 RESPONSIBLIITIES 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 (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 appropriates 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 _____

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, date, 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.

(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.

COMPANY:	**Self & Match Educational Consultation**
Name:	Jamie Salter
Title:	Co-Director
Address:	1501 San Elijo Road S., #104-308
City/State/Zip Code:	San Marcos, CA 92078
Telephone:	(610) 393-8208
Email:	team@selfandmatch.com

DISTRICT:	**San Ysidro School District**	
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:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@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.

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**
Self & Match Educational Consultation	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Jamie Salter, Co-Director	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (610) 393-8208	Board Approved:

Revised 08-01-2020

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: Self & Match Educational Consultation

Signature	Date
Jamie Salter, Co-Director	
Name/Title (Print)	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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: Self & Match Educational Consultation

Name/title of authorized representative *(Print)* Jamie Salter, Co-Director

Signature _____ Date _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Self & Match Educational Consultation will be providing professional developments for the following:

Description	Unit	Price
Introductory Workshop	Group	$ 1,250.00
Self & Match Manual	Each (x 50)	$ 3,750.00
Advanced Workshop	Group	$ 650.00
Paraprofessional Workshop	Group	$ 650.00
Parent Workshop	Group	$ 525.00
Total		**$ 6,825.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 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

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 Willow School.

RECOMMENDATION:
Approve/Ratify the agreement with Time and Alarm Systems to provide fire alarm technician during elevator testing at Willow School in the amount of $550.00 from the Routine, Restricted, & Maintenance Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$550.00	Routine, Restricted, & Maintenance Fund
(Amount)	(Name of funding source and/or location)

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

TIME & ALARM SYSTEMS TAS

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
ATTN: **Jose Leon**

DATE: 6/14/2022
PROJECT: Willow Elementary School
Elevator NFPA Testing

WE ARE PLEASED TO QUOTE AS FOLLOWS: ESTIMATED

F.O.B. JOBSITE

TERMS

	CASH WITH ORDER	XXX	NET 30 DAYS FROM DATE OF INVOICE
	C.O.D.		OTHER SPECIFY

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Scope: Provide fire alarm tech present during elevator testing to reset fire alarm devices.		
	Labor Included: 7605 Comm Systems Installer Technician labor for installation, programming and testing. DIR 1000000832 Exp. 06/30/2022		
4	Labor Charge:	$120/hour	$480.00
1	Travel Charge:	$70/trip	$70.00
	Total Labor:		$550.00
	Clarifications and Exclusions: 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.		
		Not to Exceed	
		Subtotal	$550.00
		Tax	Included
	ABOVE PRICES FIRM FOR : 30 DAYS.	S&H	Included
	Corporate Approval:	**TOTAL**	$550.00

PREPARED BY:	SUBMITTAL REQUIRED:	NO. OF COPIES	VENDOR:	JOB #:
AMBER MORENO	NO YES			

AUTHORIZATION/SIGNATURE:_____ DATE:_____ P.O. #:_____

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.SciensBuildingSoluitons.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

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 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 relating to the Services, or

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: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TOM SILVA CONSULTING

BACKGROUND INFORMATION:
Tom Silva Consulting will provide professional school facilities planning services and will serve as a facility advisor, providing guidance and support on school facility planning, construction and communication plans. Mr. Silva is knowledgeable of the District's facilities and processes.

RECOMMENDATION:
Approve the agreement with Tom Silva Consulting for professional school facilities planning services on an "as needed" basis for fiscal year 2022-23 at an hourly rate of $150.00 and at an amount not to exceed $15,000.00 from the General fund.

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	

NOT TO EXCEED $15,000.00 (Amount)	General Fund - Facilities (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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of July 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Tom Silva Consulting	(619) 261-8233
Company/Consultant	Telephone Number
4254 View Place, San Diego, CA 92115	N/A
Address	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 (on an "as needed" basis)

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.

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 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 RESPONSIBLIITIES 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:

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.

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.

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.

Professional Liability (Errors and Omissions): Insurance appropriates 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 _____

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 _____

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 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 **Additional Insured 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). 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 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 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, date, 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.

(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.

CONSULTANT:	**Tom Silva Consulting**
Name:	Thomas Silva
Title:	Independent Consultant
Address:	4254 View Place
City/State/Zip Code:	San Diego, CA 92115
Telephone:	(619) 261-8233
Email:	Thomasjerome.ts@gmail.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	Director, MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476 x3004	(619) 428-4476 ext. 3065
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.

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**
Tom Silva Consulting	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
	Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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 _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Consultant will provide professional school facilities planning services and projects as directed by the Superintendent and/or the Chief Business Official.

Consultant acknowledges that only the Superintendent and/or Chief Business Official are the authorized signers for all projects, change orders, agreements, etc.

Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

Compensation:
Hourly rate of $150.00 per hour on an "as needed" bases for a total not to exceed $15,000.00 for services satisfactorily rendered pursuant to Section 2 above.

Expenses:
District shall not be liable to Consultant for any materials, costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

- Reimbursable expenses at a cost plus 3%. Reimbursables shall include, but not limited to, copies, blueprints, etc.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TWIG SCIENCE

BACKGROUND INFORMATION:
Our current Science materials were adopted in 2008, for this reason our District began the pilot of NGSS materials during the 2021-22 school year with the purpose of adopting for new Next Generation Science Standards (NGSS). A committee of teachers in kindergarten through eighth grade from all our schools reviewed different State approved Science materials and Twig Science was one of the publishers recommended for piloting.

Following the Pilot process, Educational Services need to enter into an agreement with Twig Science. Agreement includes:

- 28 Elementary classroom pilot packages and Middle School packages – No cost
- 2 additional Middle School packages at $2,000.00
- Professional Development for pilot teachers
- Teacher Twig Platform Digital Subscription

RECOMMENDATION:
Approve the agreement with Twig Science as part of the Next Generation Science Standards (NGSS) process at the cost of $2,000.00 from the Restricted Lottery or General fund.

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.
Action 1.15: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies. Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,000.00	Restricted Lottery or General Fund
(Amount)	(Name of funding source and/or location)

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

Step 1 of 4

twig Science

Congratulations! Your district has been awarded an
Instructional Materials Pilot Scholarship with Twig Science!

Our primary objective of this pilot is to demonstrate that Twig Science curriculum, print materials, and digital resources accomplish a high level of complete and comprehensive NGSS support for teachers and students when implemented according to the intent of NGSS instructional shifts. With that in mind, please accept our congratulations on qualifying for and being awarded the following:

You have qualified for 32 gratis Classroom Pilot Packages to be distributed among your Pilot Teacher Committee. (28 elementary and 4 MS)

In order to complete your goal of 34 total pilots, 2 additional MS Classroom Pilot Packages can be purchased for $1000 per class for a total cost of $2000.

Single Module Classroom Pilot Package include:

* 3 hour Professional Learning Session for pilot teachers on NGSS and Twig Science
-Ongoing, job-embedded coaching and modeling support for pilot teachers
-Teacher Edition
-Class Set of Student Twig Book Science Investigative Journals
-Teacher Set of Leveled Readers
  On-Level
  Above-Level
  Below-Level
  EL-Level
-Teacher Twig Platform Digital Subscription
-Hands-on Module Science Kit
-Twig Science Tools Subscription
-Twig Science Reporter Subscription

* 3 hour Professional Learning Session is a one-time offering that combines all teachers from paid and gratis packages.

Account Executive:	Kori McAbee	Vice President of Sales: Cheryl de la Vega
Email:	kori.mcabee@imaginelearning.com	Email: cdelavega@twigeducation.com
Phone:	714300-8373	Phone: 310-800-3114

Continue on to Tab 2. Partnership Agreement (below)

twig Science

Instructional Materials Pilot
District Partnership Agreement

PURPOSE OF THE AGREEMENT
The purpose of this agreement is to describe the expectations and responsibilities of the publisher and piloting district personnel.

TWIG SCIENCE OBJECTIVE
Our primary objective of this pilot is to demonstrate that Twig Science curriculum, materials, and digital resources accomplish a high level of complete and comprehensive NGSS support for teachers and students when implemented according to the intent of NGSS instructional shifts.

RESPONSIBILITIES OF THE DISTRICT PILOT	RESPONSIBILITIES OF TWIG SCIENCE
The district will identify teachers who will participate as evaluators of both Twig Science Print and/or Digital materials for this pilot.	Twig Science will provide student and teacher pilot materials per the pilot application/district qualification.
The district will provide a Module Materials Order with email addresses for each participating teacher/evaluator. (see Tab 3; please note dates the asynchronous Twig Coach instructional videos are released)	Twig Science will register pilot teachers for online materials.
The district will require two mandatory meetings for pilot teachers to attend: one in-service (minimum 3-hour) and a one-hour Mid-Pilot virtual meeting.	Twig Science will provide a certified Consultant to train pilot teachers prior to the pilot implementation and conduct the Mid Pilot Meeting.
The district will approve in-person (where permissable per county health guidelines) or online visits and webinar/email chats to pilot teachers from Twig Science for the purpose of direct support in the program and NGSS.	Twig Science will provide ongoing direct support and communication for district personnel and pilot teachers throughout the pilot implementation.
The district will commit to implementing the pilot materials and instruction for the timeframe specified in the Pilot Application.	Twig Science will provide ongoing support for pilot teachers.
Pilot teachers will receive weekly Professional Learning "Pilot Post" emails to support the implementation and NGSS.	Twig Science will provide weekly Professional Learning Pilot Posts to support NGSS and the implementation.
Upon completion of the pilot implementation, all print and kit materials not adopted are to be gathered for return and digital access may be expired.	Twig Science personnel will coordinate pick-up of the materials not adopted.
Pilot teachers will complete 2 digital surveys of their experience with Twig Science: Pilot Profile and at the Mid-Pilot Survey. Both take place during training and the Mid-Pilot meeting respectively.	Twig Science will provide brief surveys throughout the pilot to gauge teacher and student needs.
District Contact will share the IT Safelist and Technical Specifications (see last tab in this document) with the district's IT department for integration purposes.	Twig Science will provide direct Consultation with the district's IT department to roster and integrate software through SSO or other channel.

District: San Ysidro School District

Coordinator Signature: Marilyn Adrianzen, CBO *(Type name here, completing and uploading this form constitutes agreement to terms)*

Date: Board approved:

By completing this pilot order form, you have read and are agreeing to the "Partnership Agreement."

Continue on to Tab 3. English Modules Request Form (below)

Step 3 of 4 (Please select modules for your pilot). Pilot includes all student, teacher and science kit materials. (Proceed to next tab, Step 4. Spanish Modules Request Form, if you are requesting Spanish materials).

By completing this pilot order form, you have read and are agreeing to the "Partnership Agreement" outlined in the previous tab.

Grade	School Site	Mailing Address	City	State	Zip	Teacher Name	eacher ema	# of Students	Module Name (Date)
7th	Vista Del Mar	4885 Del Sol Blvd,	San Diego	CA	92154	Nikole Kempi Scarlett	rlett@sysds	130	fFirst Life Science Unit
7th	Vista Del Mar	4885 Del Sol Blvd	San Diego	CA	92154	Sarina Hemungkorn	gkorn@sys	100	First Life Science Unit
7th	Vista Del Mar	4885 Del Sol Blvd	San Diego	CA	92154	Marisela Lozano	.lozano@g	12	First Life Science Unit
7th	Vista Del Mar	4885 Del Sol Blvd	San Diego	CA	92154	Marisela Lozano	.lozano@g	12	First Physical Science Unit
8th	San Ysidro Middle Sc	4345 Otay Mesa RD	San Diego	CA	92154	Carolanne Brandt	e.brandt@g	130	First Physical Science Unit
8th	San Ysidro Middle Sc	4345 Otay Mesa RD	San Diego	CA	92154	Michelle Patterson	erson@sys	130	First Physical Science Unit
7th	San Ysidro Middle Sc	4345 Otay Mesa Rd	San Diego	CA	92154	Juan Torres	es@sysdsc	130	First Life Science Unit
K	Sunset Elementary	3825 Sunset Ln	San Ysidro	CA	92173	Annette Monique Luna	na@sysdsc	26	Module K.1: My Big Nature Adventure
1st	Sunset Elementary	3825 Sunset Lane	San Ysidro	CA	92173	Karla Garciadealba	ealba@sys	26	Module 1.1: Museum of Leafology
3rd	Sunset Elementary	3825 Sunset Lane	San Ysidro	CA	92173	Erika Hurtado	do@sysds	26	Module 3.2: Welcome to the Biodome
5th	Sunset Elementary	3825 Sunset Lane	San Ysidro	CA	92173	Ana Garcia	ia@sysdsc	15	Module 5.2: Yellowstone: Uncovered
6th Elem.	Sunset Elementary	3825 Sunset Lane	San Ysidro	CA	92173	Alana Arciaga Laurino	laurino@sy	28	Earth Science heavy
k	Willow Elementary	226 Willow Rd	San Ysidro	CA	92173	Cynthia Arredondo	ondo@sys	50	Module K.1: My Big Nature Adventure
2nd	Willow Elementary	226 Willow Rd	San Ysidro	CA	92173	Teresa Rodriguez	guez@sysc	50	Module 2.4: A Garden for Life
3rd	Willow Elementary	226 Willow Rd	San Ysidro	CA	92173	Christine Hills	lls@sysds	26	Module 3.2: Welcome to the Biodome
4th	Willow Elementary	226 Willow Rd	San Ysidro	CA	92173	Elizabeth Le Hardy	ardy@sysc	26	Life Science
5th	Willow Elementary	226 Willow Rd	San Ysidro	CA	92173	Katie Bisaga	ga@sysdsc	26	Module 5.2: Yellowstone: Uncovered
K	La Mirada	222 Avenida De La Madri	San Ysidro	CA	92173	Lianne Minea-Loomis	oomis@sysdschools.		Module K.1: My Big Nature Adventure
K	La Mirada	222 Avenida De La Madri	San Ysidro	CA	92173	Jennifer Srisouraj	ouraj@sysc	15	Module K.1: My Big Nature Adventure
1st	La Mirada	222 Avenida De La Madri	San Ysidro	CA	92173	Erin Cuevas	as@sysdsc	25	Module 1.1: Museum of Leafology
2nd	La Mirada	222 Avenida De La Madri	San Ysidro	CA	92173	Leonor Partida	ida@sysds	25	Module 2.4: A Garden for Life
4th	La Mirada	222 Avenida De La Madri	San Ysidro	CA	92173	Cintia Nunez	ez@sysdsc	15	Life Science
4th	La Mirada	222 Avenida De La Madri	San Ysidro	CA	92173	Myra Sarabia	ia@sysdsc	26	Life Science
6th Elem.	La Mirada	222 Avenida De La Madri	San Ysidro	CA	92173	Nora Macias Santos	os@sysdsc	26	Earth Science Heavy
1st	Smythe Elementary	1880 Smythe Ave	San Ysidro	CA	92173	Maggy Portillo	tillo@sysds	26	Module K.1: My Big Nature Adventure
2nd	Smythe Elementary	1880 Smythe Ave	San Ysidro	CA	92173	Cindy Barron	ron@sysdsc	26	Module 2.4: A Garden for Life
3rd	Smythe Elementary	1880 Smythe Ave	San Ysidro	CA	92173	Lori Torres	res@sysds	26	Module 3.2: Welcome to the Biodome
5th	Smythe Elementary	1880 Smythe Ave	San Ysidro	CA	92173	David Salazar	zar@sysdsc	26	Module 5.2: Yellowstone: Uncovered
4th	Smythe Elementary	1880 Smythe Ave	San Ysidro	CA	92173	Ana Hurtado	do@sysdsc	26	Life Science
1st	Ocean View Hills Eler	4919 Del Sol Blvd	San Diego	CA	92154	Brenda Huerta	rta@sysds	26	Module 1.1: Museum of Leafology
2nd	Ocean View Hills Eler	4919 Del Sol Blvd	San Diego	CA	92154	Cecilia Villanueva	ueva@sysc	26	Module 2.4: A Garden for Life

3rd	Ocean View Hills Eler	4919 Del Sol Blvd	San Diego	CA	92154	Martha Vazquez	uez@sysds	26	Module 3.2: Welcome to the Biodome
4th	Ocean View Hills Eler	4919 Del Sol Blvd	San Diego	CA	92154	Vikki Viramontes	castorena@	26	Life Science Heavy
5th	Ocean View Hills Eler	4919 Del Sol Blvd	San Diego	CA	92154	Melissa Estrada	rada@sysds	26	Module 5.2: Yellowstone: Uncovered
6th Elem.	Ocean View Hills Eler	4919 Del Sol Blvd	San Diego	CA	92154	David Perez	ez@sysdsc	26	Life Science

Twig Science - Technical Specification (Aug 2019)

Twig Science System Requirements
(Please share with your District Technology Adminstrator prior to pilot start date)

Domain whitelist

In order to ensure the full Twig Science experience is delivered to teachers and students, please ensure the following URLs are whitelisted by your firewall. Please contact the IT administrator for your school or district to help with this.

Domain (ports 80, 443)	**Purpose**
*.twigscience.com *.twigeducation.com *.cloudfront.net *.cloudinary.com *.calameo.com *.wix.com *.wix-code.com *.wixapps.net *.wixstatic.com *.parastorage.com *.jquery.com *.googleapis.com *.iplayerhd.com *.mymobileapp.online	Serving application pages, videos, audio, imagery, interactives etc.
*.readspeaker.com	Text-to-speech functionality
*.pardot.com sentry.io *.sentry-cdn.com *.googletagmanager.com *.google-analytics.com *.hotjar.com *.launchdarkly.com *.firebaseio.com	Application performance tracking and analytics
Network requirements	
Connection speed	1500kbps per device whilst watching videos
Connection type	Ethernet or Wi-Fi

Browser Compatibility*

Chrome 65+
Firefox 62+
MS Edge 17+
Safari 10+

Workstation Requirements

Operating System: Windows 7 or higher, Mac OS X v 10.11 *
Processor: Dual-core 1.33GHz
Memory: 4 GB RAM
Screen Resolution: 1024 x 768
Soundcard and headphone/speakers

Mobile Device Support:*

Android Tablets - OS version 5+
Apple iPad - iOS 11+
Google Chromebook

* Older versions may work but latest versions recommended to comply with manufacturer support and security requirements

Rostering and Single Sign-On

Twig Science supports roster integration using the following methods:
CSV import of roster data using the OneRoster open standard via SFTP
Clever Secure Sync
Classlink OneRoster API connection

Twig Science supports SSO integration using the following methods:
Clever Instant Login
Classlink OneClick (Launchpad)

Application Hosting Provider

Application hosting for Twig Science is provided by Amazon Web Services (AWS) by making use of the following services:

Elastic Compute Cloud
Elastic Container Service for Kubernetes
Relational Database Service
Simple Storage Service
CloudFront
Elastic File System
ElastiCache
Elasticsearch Service
Virtual Private Cloud
CloudWatch

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2021-2022

BACKGROUND INFORMATION:
Pursuant to regulations adopted by the State of California in the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from April 1, 2022 to June 30, 2022, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:
Accept 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: 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 2021-2022 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
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: TASK ORDER NO. 2 WITH B.R. BUILDING RESOURCES COMPANY FOR THE CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES

BACKGROUND INFORMATION:
A Request for Qualifications (RFQ #21-22-003 CalSHAPE Grant Application and Energy Program Implementation Services) was published in the Daily Transcript on November 17 & 24, 2021. Four qualified companies responded to the RFQ. After careful review of the qualifications and interviewing of each of the respondents, the district selected B.R. Building Resources Company to submit the grant applications for the CalSHAPE Grant Program, identify energy programs that will not intrude on the General fund and provide Energy Program Implementation Services.

The Governing Board approved a Letter of Intent on January 27, 2022 for the preparation and submittal of the CalSHAPE Grant Applications. The District was awarded two grant awards from the California Energy Commission, California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program totaling $771,744.75 which will allow for corrections to the following District schools that qualified: Sunset, La Mirada, Smythe, Willow and San Ysidro Middle School.

On April 14, 2022, the Governing Board approved the Master Service Agreement (MSA) for the Energy Program Implementation Services and Task Order No. 1 with B.R. Building Resources Company for the implementation services under these grants. Grant Award No. 21R1VA0908 in the amount of $464,742.00 for projects at Willow, Sunset, La Mirada, Smythe and San Ysidro Middle School.

Task Order No. 2 is related to CalSHAPE Grant Award No. 21R2PA1164 in the amount of $307,002.75 for projects at Sunset, La Mirada, Smythe and San Ysidro Middle School which will consist of the maintenance and/or repair of existing mechanical equipment to meet current standards of public health and safety. The MSA and Task Order Forms have been reviewed and approved by the District's legal counsel

RECOMMENDATION:
Approve the 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.

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	

TASK ORDER NO. 2

$307,002.75	CalSHAPE Grant
(Amount)	(Name of funding source and/or location)

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

DocuSign Envelope ID: 0E612531-F8DF-41D1-A643-1E5D872CC3D3

TASK ORDER

Date: 6/2/2022 Task Order No. 2

This Task Order No. 2 (this "Task Order") entered into between:

San Ysidro School District ("Owner")
4350 Otay Mesa Road
San Ysidro, CA 92173

And

B.R. Building Resources Company ("Building Resources")
2247 Lindsay Way
Glendora, CA 91740

Is made pursuant to that certain Master Services Agreement between the Parties made effective April 14, 2022, including all Exhibits and attachments thereto (collectively the "MSA"),

The terms of the MSA are incorporated herein by this reference, and shall be fully binding and controlling as to the Parties, as if fully set forth herein. Capitalized terms used but undefined herein shall have the meanings ascribed to them in the MSA.

The Scope of Work: General Description

The Project:
Building Resources will follow the California Schools Healthy Air, Plumbing (CalSHAPE), and Efficiency Plumbing Program Revised Commission Guidelines dated 8/13/2021 to complete replacement of non-compliant plumbing fixtures and equipment. Specifically, the following schools and quantities of non-compliant faucets, urinals, toilets, and ice machines will be replaced.

Smythe Elementary

Fixture/Appliance Type	Manufacturer	Unit Count
Faucet	Chicago	36

La Mirada Elementary

Fixture/Appliance Type	Manufacturer	Unit Count
Faucet	Chicago	49

Sunset Elementary

Fixture/Appliance Type	Manufacturer	Unit Count
Faucet	Chicago	45

DocuSign Envelope ID: 0E612531-F8DF-41D1-A643-1E5D872CC3D3

San Ysidro Middle

Fixture/Appliance Type	Manufacturer	Unit Count
Faucet	Chicago	109
Toilet	Eljer	10
Urinal	Kohler/Sloan/Eljer	9
Commercial Ice Maker	Manitowoc	1

All equipment cutsheets will be submitted to the Owner after the assessment phase at each school for approval prior to installation. The equipment submittals will be for new faucets, urinals, toilets and ice machines that satisfy the flow and Energy Star ratings outlined in the CalSHAPE Guidelines.

Clarifications

- Fixtures that are currently not ADA compliant are excluded from this scope. Associated costs for bringing fixtures into ADA compliance are therefore excluded. Any fixtures that are found to be out of compliance with ADA will be documented and reported back to the district.

- Any hazardous material identification, assessment, remediation and/or removal of any kind is excluded.

- DSA costs are excluded.

DocuSign Envelope ID: 0E612531-F8DF-41D1-A643-1E5D872CC3D3

Compensation and Payment:

Payment for the Work is to be a fixed price (the "Fixed Price") in the amount of **$307,002.75**.

Within twenty (20) days from the date of execution of this Task Order, Building Resources shall submit to Owner a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the full amount of the Fixed Price.

Payment Applications are to be made monthly, and must be submitted on or before the 25th day of each month. If requested by Owner, Building Resources shall submit partial lien waivers with each interim Payment Application.

The rate of retainage on each progress payment shall be five (5%) percent. This retainage shall also be reduced upon Substantial Completion to the value of the Work remaining in order to achieve Final Completion. All remaining retainage will be paid with the payment due upon Final Completion.

The Payment Application for final payment on the Fixed Price shall be accompanied by: i) final lien waivers from all subcontractors and suppliers; ii) all close-out documents such as as-built drawings, manufacturers' warranties, and operating manuals; and iii) any other documentation as Owner may reasonably request.

Any potential drawings and specifications produced under this Task Order are part of a design-build construction process where Building Resources is both the designer and builder. Building Resources assumes no design liability should the Owner and/or another contractor implement the project without Building Resources acting as the prime contractor.

Work Schedule/Time:

1. Engineering, Development and Mobilization: 7/4/2022 – 8/1/2022
2. Material Procurement: 8/2/2022 – 2/1/2023
3. Installation: 2/2/2023 – 7/23/2023
4. Closeout and Reporting: 7/24/2023 – 10/30/2023

Time is of the essence:

Building Resources guarantees that it shall perform and complete all work required by this Task Order in accordance with the requirements of the MSA by the Project Completion Date. The Project Completion Date shall be 483 CALENDAR DAYS from the commencement date stated herein.

DocuSign Envelope ID: 0E612531-F8DF-41D1-A643-1E5D872CC3D3

Liquidated Damages:

Building Resources agrees that it shall be liable to the Owner for liquidated damages in an amount of five hundred dollars ($500.00) per day for each and every calendar day beyond the Project Completion Date that completion of the Project has not been achieved at the Project Site(s). If not completed by the Project Completion Date, it is understood that the Owner will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of Building Resources' failure to complete the work, and therefore Building Resources shall pay to the Owner the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due Building Resources may be retained to cover liquidated damages.

Other Matters

a. Building Resources shall comply with the provisions of Education Code section 45125.1 concerning the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, unless the Owner has determined pursuant to Education Code section 45125.2 that, under the totality of the circumstances, based on the Work to be performed pursuant to this Task Order, Building Resources, and any of its subcontractors and employees, will have only limited contact with the Owner's pupils. Building Resources shall not allow any employee to have contact with the Owner's pupils until such time as Building Resources has verified in writing to the Owner that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Building Resources shall ensure that its employees, agents, and employees or agents of its subcontractors comply with this Section and the applicable provisions of the Education Code. Building Resources shall verify its compliance with this Section for each employee on a form provided by the Owner.

b. To the extent Building Resources or any of its subcontractors are providing construction services on school facilities of the Owner, Building Resources shall comply with the provisions of Education Code section 45125.2 to ensure the safety of pupils, and will not be subject to Education Code section 45125.1 as provided therein. The Owner shall specify the appropriate security measures, as set forth in Education Code section 45125.2, to be implemented.

c. Separate from the requirements of the Education Code, Building Resources shall comply with all health, safety, and security measures established by the Owner.

d. The following sections of the Owner's Grant Agreement #21R2 PA1164 with the California Energy Commission (CEC) are incorporated in this Task Order:

   i. Standard of Performance (Section 3)
   ii. Legal Statements on Products (included in Section 5, "Products")
   iii. Prevailing Wage (Section 10)
   iv. Recordkeeping, Cost Accounting, and Auditing (Section 11)

DocuSign Envelope ID: 0E612531-F8DF-41D1-A643-1E5D872CC3D3

v. Equipment (Section 14)
vi. Indemnification (Section 17)
vii. Intellectual Property (Section 20)
viii. Access to Sites and Records (included in Section 22, "General Provisions")
ix. Nondiscrimination (included in Section 23, "Certifications and Compliance")

San Ysidro School District	**Building Resources**
By: _____	By: DocuSigned by: Jose Banos FB611OB09B4654B9...
Name: Marilyn Adrianzen	Name: Jose Banos
Title: Chief Business Official	Title: CFO
Date: _____	Date: 6/2/2022

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: CHANGE ORDER NO. 1 TO THE GEM INDUSTRIAL, INC. AGREEMENT

BACKGROUND INFORMATION:
The District Office Emergency Generator Project change order includes:

- A $39,458.06 change order to the project
  - The increased cost of wire is a direct result of the pandemic
  - The other costs were requested by the District for the betterment of the project and to assist the District with future improvements at the District Office.
- This cost increase represents a 5.62% change order rate to the project
  - The Public Contract Code limits change orders to 10%, and this is well below the limit.
- COVID-19 related delays in materials and supplies, closures of shipping ports, and manufacturing closures all contribute to the delay in the completion of the project. Delays of this nature are out of the control of the contractor.

Original Contract	Change Order No. 1	New Total
$701,820.00	$39,458.06	$741,278.06

The District's Project Manager, Mr. Silva, has reviewed and approved for submission to the Governing Board.

RECOMMENDATION:
Approve/Ratify 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.

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	

CHANGE ORDER NO. 1

$39,458.00	2012 Refunding COPs
(Amount)	(Name of funding source and/or location)

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

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Contract For: General Construction Date: June 14, 2021	Change Order Number: 001 Date: 06/21/22
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
San Ysidro School District 4350 Oty Mesa Road San Ysidro, CA 92173	Lord Architecture Inc. 11650 Iberia Place, Suite 210 San Diego. CA 92128	GEM Industrial, Inc. 16902 Rio Maria Rd. Lakeside, CA 92040

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR #01 - Additional concrete for increased length of curb cut ramp. = $1,950.27

COR #02 - Patch 460 SF of parking lot and install new AC overlay = $15,162.12

COR #03 - Install a new 2' X 3' in-ground electrical vault = $2,467.34

COR #04 - Add (2) 3" conduits from new in-ground vault to the switchgear = $1,247.35

COR #05 - Lengthen additional swale around generator enslosure = $3,165.87

COR #06 - Increase in wire due to price increases = $15,465.11

The original Contract Sum was	$	701,820.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	701,820.00
The Contract Sum will be increased by this Change Order in the amount of	$	39,458.06
The new Contract Sum including this Change Order will be	$	741,278.06

The Contract Time will be increased by One hundred and eight-six (186) days.
The new date of Substantial Completion will be May 27, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lord Architecture Inc.	GEM Industrial, Inc.	San Ysidro School District
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Katherine N. Lord	Douglas MacLachlan	
SIGNATURE	SIGNATURE	SIGNATURE
Katherine Lord, Principal	Douglas MacLachlan, President	Marilyn Adrianzen, CBO
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
June 21, 2022	June 21, 2022	
DATE	DATE	DATE

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 16:25:57 ET on 06/21/2022 under Order No.2114296237 which expires on 03/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA4F)

1

GEM
Industrial Inc
General Contractor Lice # 235465 B C10
16902 Rio Maria Rd, Lakeside, CA 92040
(858) 486-1758 (858) 668-0609 Fax

Change Order Request

From: Doug MacLachlan

Date: 9/1/2021

C.O.R. #: 1

Job Name: San Ysidro School District Generator

RFI #___ or PCO # _____ **PR: 012**

Description: Additional concrete at curb cut ramp

	EXTRA:	CREDIT:
1. Group 4 Operator ($82.25 X 2 Hours) Group 3 Operator ($80.76 X 1 Hour) Labor ($59.54 X 4 Hours) Cement Mason ($65.75 X 6 Hours	$877.92	$0.00
2. Burden @ 33%	$289.71	$0.00
3. Labor Total:	$1,167.63	$0.00
4. Material w/ Tax: Concrete (1.5 Yards X 150 Per Yard) Rebar (5 Pieces X $21.00)	$330.00	$0.00
5. Tool & Equipment: Mini Excavator (2 Hours X $55.00 Per Hour) Bobcat ($55.00 X 1 Hour)	$165.00	$0.00
6. Subtotal	$1,662.63	$0.00
7. General Contractor's overhead and Profit not to exceed 15% of item # 6 if contractor performed the work.	$249.40	$0.00
8. Subcontractor Cost:	$0.00	$0.00
9. If subcontractor preformed the work General Contractor's Overhead & Profit not exceed 5% of item 8.	$0.00	$0.00
10 Subtotal:	$1,912.03	$0.00
11 Bond not to exceed 2% of item #10:	$38.24	$0.00
12 **TOTAL:**	$1,950.27	$0.00
Total Change Order:	**$1,950.27**	

APPROVED:

_____Date:_____

_____Date:_____
Contractor

GEM
Industrial Inc
General Contractor Lice # 235465 B C10
16902 Rio Maria Rd, Lakeside, CA 92040
(858) 486-1758 (858) 668-0609 Fax

Change Order Request

From: Doug MacLachlan

Date: 9/29/2021

C.O.R. #: 2

Job Name: San Ysidro School District Generator

RFI #___ or PCO # _____ **PR: 012**

Description: Asphalt overlay at generator enclosure. Patch approx 460 sqft of asphalt in parking lot.

	EXTRA:	CREDIT:
1. Group 3 Operator ($80.76 X 10 Hours) Group 4 ($82.25 X 12 Hours) Group 2 Labor ($61.24 X 20 Hours) Labor ($59.54 X 6 Hours)	$3,376.64	$0.00
2. Burden @ 33%	$1,114.29	$0.00
3. Labor Total:	$4,490.93	$0.00
4. Material w/ Tax: Class II Base (15 Tons X $15.00 Per Ton), Dump Fee ($300.00) Asphalt (17 Tons X $65.00 Per Ton) Seal Asphalt - One Coat ($3,200) Striping ($850.00)	$5,680.00	$0.00
5. Tool & Equipment: Mini Excavator (6 Hours X $55.00 Per Hour) Bobcat (10 Hours X $55.00 Per Hour) Roller (6 Hours X $55.00 Per Hour) Trucking (10 Hours X $115.00)	$2,755.00 Saw Cutting ($395.00)	$0.00
6. Subtotal	$12,925.93	$0.00
7. General Contractor's overhead and Profit not to exceed 15% of item # 6 if contractor performed the work.	$1,938.89	$0.00
8. Subcontractor Cost:	$0.00	$0.00
9. If subcontractor preformed the work General Contractor's Overhead & Profit not exceed 5% of item 8.	$0.00	$0.00
10 Subtotal:	$14,864.82	$0.00
11 Bond not to exceed 2% of item #10:	$297.30	$0.00
12 **TOTAL:**	$15,162.12	$0.00
Total Change Order:	**$15,162.12**	

APPROVED:

_____Date:_____

_____Date:_____
Contractor

GEM
Industrial Inc
General Contractor Lice # 235465 B C10
16902 Rio Maria Rd, Lakeside, CA 92040
(858) 486-1758 (858) 668-0609 Fax

Change Order Request

From: Doug MacLachlan

Date: 9/29/2021

C.O.R. #: 3

Job Name: San Ysidro School District Generator

RFI #___ or PCO # _____ **PR: 012**

Description: Provide and install a new 2'x3' in grade vault

	EXTRA:	CREDIT:
1. Group 4 ($82.25 X 2 Hours) Labor ($59.54 X 2 Hours)	$283.58	$0.00
2. Burden @ 33%	$93.58	$0.00
3. Labor Total:	$377.16	$0.00
4. Material w/ Tax: Class II Base ($25.00) Vault ($1591.28)	$1,616.28	$0.00
5. Tool & Equipment: Mini Excavator (2 Hours X $55.00 Per Hour)	$110.00	$0.00
6. Subtotal	$2,103.44	$0.00
7. General Contractor's overhead and Profit not to exceed 15% of item # 6 if contractor performed the work.	$315.52	$0.00
8. Subcontractor Cost:	$0.00	$0.00
9. If subcontractor preformed the work General Contractor's Overhead & Profit not exceed 5% of item 8.	$0.00	$0.00
10 Subtotal:	$2,418.96	$0.00
11 Bond not to exceed 2% of item #10:	$48.38	$0.00
12 **TOTAL:**	$2,467.34	$0.00
Total Change Order:	**$2,467.34**	

APPROVED:

_____Date:_____

_____Date:_____
Contractor

Oldcastle Infrastructure
A CRH COMPANY

Contract & Proposal

Quote No. .....: S252790-3

10441 VINE ST
LAKESIDE, CA 92040 2415

Telephone : 619-240-8000
Fax .....: -

oldcastleinfrastructure.com

Quote To .: GEM INDUSTRIAL
16902 RIO MARIA ROAD
LAKESIDE, CA 92040

Ship To .: SAN YSIDRO - Emer. Generator
4350 OTAY MESA RD
SAN YSIDRO, CA 92173 1617

Reference : Walter Herrera#(619) 214-4344 **Contact:** **Phone:**

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S252790	4/22/2021	100072	Net 30 Days		FOB Job Site	30 days

Group: A

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	ELEC 4878-48 FWPB, LT. TRAFFIC GALV DIAMOND PLATE HINGED LID AND GALV RACKING (4'x 6'6"x 4' ID)		5,270.00	5,270.00
1.00	Ea	990020320	MODIFIED 48"x78"x36 VAULT 20 TERM			
16.00	Ea	990025010	RCK Hook,Cable,7-1/2"(arm),Galv			
16.00	Ea	990025500	RCK Insulator,Cable,Groove Radius 1-1/2", fits 10A35-39			
1.00	Ea	990020270	4878 PB @8.5" FOR 12 " TOP			
1.00	Ea	990023300	48X78 TORS. FRAME & COVER, TRAF			
1.00	Ea	990026010	FCP Plate,Name,3/16x3x7-1/2,Galv,MARKED "ELECTRIC"			
1.00	$	9400010	FOB Jobsite (non taxable)			

Group: B

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	F.A 2436-24 HH, LT. TRAFFIC GALV DIAMOND PLATE BOLT DOWN LID (2'x 3'x 2' ID open bottom)		1,470.00	1,470.00
1.00	Ea	990017950	3313 18" BASE S162664			
1.00	Ea	990017940	3313 6" TOP S336218			
1.00	Ea	990017520	24X36 COV TRAF W/ PLATE			

Oldcastle Infrastructure
A CRH COMPANY

Contract & Proposal

Quote No. .....: S252790-3

10441 VINE ST
LAKESIDE, CA 92040 2415

Telephone : 619-240-8000
Fax .....: -

oldcastleinfrastructure.com

Quote To .: GEM INDUSTRIAL
16902 RIO MARIA ROAD
LAKESIDE, CA 92040

Ship To .: SAN YSIDRO - Emer. Generator
4350 OTAY MESA RD
SAN YSIDRO, CA 92173 1617

Reference : Walter Herrera#(619) 214-4344 **Contact:** **Phone:**

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S252790	4/22/2021	100072	Net 30 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
			HOLE,27-1/2x39-1/2			
1.00	Ea	990026020	FCP Plate,Name,3/16x3x7-1/2,Galv,MARKED "FIRE ALARM"			
1.00	$	9400010	FOB Jobsite (non taxable)			

Group: BB

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	990017930	3313 EXT. - 6" S336368	IF NEEDED	195.00	195.00

Group: XX

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001				

NOTE:

Price includes Full Truck Load Delivery trip to Jobsite on Boom Truck (15' reach) with 1 hour off load.

ADDITIONAL STAND-BY TIME WILL BE BILLED AT 195.00 PER HOUR BEYOND THE FIRST HOUR INCLUDED PER TRUCK.

AFTER HOURS DELIVERIES WILL ADD AN ADDITIONAL $550.00 PER TRUCK TO THE

Oldcastle Infrastructure
A CRH COMPANY

Contract & Proposal

Quote No. .....: S252790-3

10441 VINE ST
LAKESIDE, CA 92040 2415

Telephone : 619-240-8000
Fax .....: -

oldcastleinfrastructure.com

Quote To .: GEM INDUSTRIAL
16902 RIO MARIA ROAD
LAKESIDE, CA 92040

Ship To .: SAN YSIDRO - Emer. Generator
4350 OTAY MESA RD
SAN YSIDRO, CA 92173 1617

Reference : Walter Herrera#(619) 214-4344 **Contact:** **Phone:**

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S252790	4/22/2021	100072	Net 30 Days		FOB Job Site	30 days

SCEHDULED DELIVER (5pm - 6am)

All Cancellations must be made 48 hours prior to delivery or Cancelled load fee will apply.

Delivery made Rain or Shine

Please allow 3-5 week (+/-) lead time from receipt of confirmation.

PRICE BASED ON BASIC VERBAL INFOMATION. ANYTHING NOT INCLUDED IN THIS PROPOSAL IS NOT INCLUDED IN THIS PRICE.

** QUOTE GOOD FOR 30 DAYS FROM THIS DATE **

Should this be a prevailing wage project, Oldcastle must be notified immediately as additional costs may be applied to the quotation.

All products and services listed on this Quotation are provided under the Standard Terms and Conditions located at: https://oldcastleinfrastructure.com/customer-support/terms-conditions/material-sales/

QUOTATION TOTAL US **6,935.00**

IMPORTANT: This proposal is based on standard terms and conditions. Items and quantities shown are the basis for the quotation, and we are not responsible for any discrepancies between this list and actual items or quantities.

_____ Sales Person: Crystal Moisio Telephone:
(Accepted by)

_____ _____ By: _____
(Position) (Date)

GEM
Industrial Inc
General Contractor Lice # 235465 B C10
16902 Rio Maria Rd, Lakeside, CA 92040
(858) 486-1758 (858) 668-0609 Fax

Change Order Request

From: Doug MacLachlan

Date: 9/29/2021

C.O.R. #: 4

Job Name: San Ysidro School District Generator

RFI #___ or PCO # _____ **PR: 012**

Description: 2 added 3" conduits from the vault to switchgear

	EXTRA:	CREDIT:
1. Electrician ($66.31 X 2 Hours)	$132.62	$0.00
2. Burden @ 33%	$43.76	$0.00
3. Labor Total:	$176.38	$0.00
4. Material w/ Tax: Electrical Material ($887.00)	$887.00	$0.00
5. Tool & Equipment:	$0.00	$0.00
6. Subtotal	$1,063.38	$0.00
7. General Contractor's overhead and Profit not to exceed 15% of item # 6 if contractor performed the work.	$159.51	$0.00
8. Subcontractor Cost:	$0.00	$0.00
9. If subcontractor preformed the work General Contractor's Overhead & Profit not exceed 5% of item 8.	$0.00	$0.00
10 Subtotal:	$1,222.89	$0.00
11 Bond not to exceed 2% of item #10:	$24.46	$0.00
12 **TOTAL:**	$1,247.35	$0.00
Total Change Order:	**$1,247.35**	

APPROVED:

_____Date:_____

_____Date:_____
Contractor

GEM
Industrial Inc
General Contractor Lice # 235465 B C10
16902 Rio Maria Rd, Lakeside, CA 92040
(858) 486-1758 (858) 668-0609 Fax

Change Order Request

From: Doug MacLachlan

Date: 10/11/2021

C.O.R. #: 5

Job Name: San Ysidro School District Generator

RFI #___ or PCO # _____ **PR:**

Description: Additional concrete swale.

	EXTRA:	CREDIT:
1. Cement Mason ($65.75 X 20 Hours)	$1,315.00	$0.00
2. Burden @ 33%	$433.95	$0.00
3. Labor Total:	$1,748.95	$0.00
4. Material w/ Tax: Concrete (3 Yards X $150 Per Yard) Concrete Pump ($500.00)	$950.00	$0.00
5. Tool & Equipment:	$0.00	$0.00
6. Subtotal	$2,698.95	$0.00
7. General Contractor's overhead and Profit not to exceed 15% of item # 6 if contractor performed the work.	$404.84	$0.00
8. Subcontractor Cost:	$0.00	$0.00
9. If subcontractor preformed the work General Contractor's Overhead & Profit not exceed 5% of item 8.	$0.00	$0.00
10 Subtotal:	$3,103.79	$0.00
11 Bond not to exceed 2% of item #10:	$62.08	$0.00
12 **TOTAL:**	$3,165.87	$0.00
Total Change Order:	**$3,165.87**	

APPROVED:

_____Date:_____

_____Date:_____
Contractor

GEM
Industrial Inc
General Contractor Lice # 235465 B C10
16902 Rio Maria Rd, Lakeside, CA 92040
(858) 486-1758 (858) 668-0609 Fax

Change Order Request

From: Doug MacLachlan

Date: 11/2/2021

C.O.R. #: 6

Job Name: San Ysidro School District Generator

RFI #___ or PCO # _____ PR:

Description: Increase in wire prices

	EXTRA:	CREDIT:
1. Labor		$0.00
2. Burden @ 33%	$0.00	$0.00
3. Labor Total:	$0.00	$0.00
4. Material w/ Tax:	$13,184.24	$0.00
5. Tool & Equipment:	$0.00	$0.00
6. Subtotal	$13,184.24	$0.00
7. General Contractor's overhead and Profit not to exceed 15% of item # 6 if contractor performed the work.	$1,977.64	$0.00
8. Subcontractor Cost:	$0.00	$0.00
9. If subcontractor preformed the work General Contractor's Overhead & Profit not exceed 5% of item 8.	$0.00	$0.00
10 Subtotal:	$15,161.88	$0.00
11 Bond not to exceed 2% of item #10:	$303.24	$0.00
12 **TOTAL:**	$15,465.11	$0.00
Total Change Order:	**$15,465.11**	

APPROVED:

_____ Date:_____

Contractor Date: 11/2/21

COR #6 Backup: Increase in wire prices

Price of Wire	Material Description	Unit Price	Quantity	Extension	Sales Tax	Total Cost
Original Bid Cost on 4/15/2021	300 MCM	6.06	2910	$ 17,634.60	$1,366.68	$19,001.28
	350 MCM	7.09	6600	$ 46,794.00	$3,626.54	$50,420.54
	Thin / CU 1	1.83	1650	$ 3,019.50	$234.01	$3,253.51
	Thin 1/0	2.25	915	$ 2,058.75	$159.55	$2,218.30
				$ -	$0.00	$74,893.63
Current Cost as of 10/31/21	300 MCM	7.12	2910	$ 20,719.20	$1,605.74	$22,324.94
	350 MCM	8.34	6600	$ 55,044.00	$4,265.91	$59,309.91
	Thin / CU 1	2.16	1650	$ 3,564.00	$276.21	$3,840.21
	Thin 1/0	2.64	915	$ 2,415.60	$187.21	$2,602.81
						$88,077.87
			Cost difference between 4/15/21 and 10/31/21			$13,184.24

CONSOLIDATED ELECTRICAL DISTRIBUTORS INC.
5457 RUFFIN ROAD
SAN DIEGO
CA 92123
Tel: 858 268-1020
Fax: 858 974-6372

Order Acknowledgement

2:38PM

ORDER NO.:	ORDER DATE:
7125-1121015	10/29/21

*** Order ***
*** Acknowledgement ***:

Sold To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
16902 RIO MARIA RD
LAKESIDE, CA 92040-0000
(858) 486-1758

Ship To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
4350 OTAY MESA RD
SAN YSIDRO, CA 92173--0000

ACCOUNT NO.	JOB NAME AND ADDRESS	CUSTOMER ORDER NO
69-38411		SAN YSIDRO DISTRICT

SALESPERSON	SHIP INFORMATION	SHIP VIA	WHEN SHIP
7137 BRAD	PREPAID	OUR TRUCK	10/29/21

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QTY CODE	QTY SHIPPED	PRICE PER	DISC	EXTENSION	C/D	TAX
210 WIRE	THHN300STRBLK2500R	THHN300MCM 20510416		210	7119.53 M		1,495.10		T
*** 6X35' COILS ***							0.00		
210 WIRE	THHN1/0STRGRN5000R	THHN1/0 CU 55631599		210	2640.13 M		554.43		T
*** 6X35' COILS ***							0.00		
235 WIRE	THHN1/0STRGRN5000R	THHN1/0 CU 55631599		235	2640.13 M		620.43		T
REEL							0.00		
235 WIRE	THHN1/0STRGRN5000R	THHN1/0 CU 55631599		235	2640.13 M		620.43		T
REEL							0.00		
235 WIRE	THHN1/0STRGRN5000R	THHN1/0 CU 55631599		235	2640.13 M		620.43		T
REEL							0.00		

TITLE AND RISK OF LOSS OR DAMAGED MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.

A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

MERCHANDISE	3,910.82
SALES TAX	303.09
SHIPPING CHARGE	0.00
TOTAL DUE	4,213.91

CONSOLIDATED ELECTRICAL DISTRIBUTORS INC.
5457 RUFFIN ROAD
SAN DIEGO
CA 92123
Tel: 858 268-1020
Fax: 858 974-6372

Order Acknowledgement

1:05PM PAGE 001 OF 002

ORDER NO.:	ORDER DATE:
7125-1120934	10/29/21

*** Order ***
*** Acknowledgement ***:

Sold To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
16902 RIO MARIA RD
LAKESIDE, CA 92040-0000
(858) 486-1758

Ship To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
4350 OTAY MESA RD
SAN YSIDRO, CA 92173--0000

ACCOUNT NO.	JOB NAME AND ADDRESS	CUSTOMER ORDER NO	
69-38411		SAN YSIDRO GENERATOR	
SALESPERSON	SHIP INFORMATION	SHIP VIA	WHEN SHIP
7304 BRAD	PREPAID	OUR TRUCK	10/29/21

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QTY CODE	QTY SHIPPED	PRICE PER	DISC	EXTENSION	C/D	TAX
50 WIRE	THHN350STRBLK2500R	THHN350MCM 20511220		50	8336.25 M		416.81		T
50 WIRE	THHN350STRRED3000R	THHN350MCM 55615299		50	8336.25 M		416.81		T
50 WIRE	THHN350STRBLU3000R	THHN350MCM 55615399		50	8336.25 M		416.81		T
50 WIRE	THHN350STRWHT3000R	THHN350MCM 55615199		50	8336.25 M		416.81		T
50 WIRE	THHN1STRGRN5000R	THHN1GREEN CU		50	2156.38 M		107.82		T
2 COILS @ 25' EACH							0.00		
60 WIRE	THHN350STRBLK2500R	THHN350MCM 20511220		60	8336.25 M		500.18		T
60 WIRE	THHN350STRRED3000R	THHN350MCM 55615299		60	8336.25 M		500.18		T
60 WIRE	THHN350STRBLU3000R	THHN350MCM 55615399		60	8336.25 M		500.18		T
60 WIRE	THHN350STRWHT3000R	THHN350MCM 55615199		60	8336.25 M		500.18		T
60 WIRE	THHN1STRGRN5000R	THHN1GREEN CU		60	2156.38 M		129.38		T
2 COILS @ 30' EACH							0.00		
770 WIRE	THHN350STRBLK2500R	THHN350MCM 20511220		770	8878.42 M		6,836.38		T
770 WIRE	THHN350STRRED3000R	THHN350MCM 55615299		770	8878.42 M		6,836.38		T
770 WIRE	THHN350STRBLU3000R	THHN350MCM 55615399		770	8878.42 M		6,836.38		T
770 WIRE	THHN350STRWHT3000R	THHN350MCM 55615199		770	8878.42 M		6,836.38		T

TITLE AND RISK OF LOSS OR DAMAGED MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.

A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CONSOLIDATED ELECTRICAL DISTRIBUTORS INC.
5457 RUFFIN ROAD
SAN DIEGO
CA 92123
Tel: 858 268-1020
Fax: 858 974-6372

Order Acknowledgement

ORDER NO.:	ORDER DATE:
7125-1120934	10/29/21

*** Order ***
*** Acknowledgement ***:

Sold To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
16902 RIO MARIA RD
LAKESIDE, CA 92040-0000
(858) 486-1758

Ship To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
4350 OTAY MESA RD
SAN YSIDRO, CA 92173--0000

ACCOUNT NO.	JOB NAME AND ADDRESS	CUSTOMER ORDER NO
69-38411		SAN YSIDRO GENERATOR

SALESPERSON	SHIP INFORMATION	SHIP VIA	WHEN SHIP
7304 BRAD	PREPAID	OUR TRUCK	10/29/21

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE PER	DISC	EXTENSION	C/D	TAX
*** INDIVIDUAL REELS ***							0.00		
770 WIRE	THHN350STRBLK2500R	THHN350MCM 20511220		770	8878.42	M	6,836.38		T
770 WIRE	THHN350STRRED3000R	THHN350MCM 55615299		770	8878.42	M	6,836.38		T
770 WIRE	THHN350STRBLU3000R	THHN350MCM 55615399		770	8878.42	M	6,836.38		T
770 WIRE	THHN350STRWHT3000R	THHN350MCM 55615199		770	8878.42	M	6,836.38		T
*** INDIVIDUAL REELS ***							0.00		

TITLE AND RISK OF LOSS OR DAMAGED MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.

A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

MERCHANDISE	58,596.20
SALES TAX	4,541.21
SHIPPING CHARGE	0.00
TOTAL DUE	63,137.41

CONSOLIDATED ELECTRICAL
DISTRIBUTORS INC.
5457 RUFFIN ROAD
SAN DIEGO, CA 92123
Tel: 858 268-1020
Fax: 858 974-6372

ACKNOWLEDGEMENT

Order No.	Order Date
7125-1121619	11/01/21

This is not an Invoice

** ORDER UNRELEASED **

Sold To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
16902 RIO MARIA RD
LAKESIDE, CA 92040
(858) 486-1758

Ship To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
4350 OTAY MESA RD
SAN YSIDRO, CA 92173

Method of Payment: ON ACCT
BO From:
BO To:

ACCOUNT NO. 69-38411 SAN YSIDRO DISTRICT OFFICES	JOB NAME AND ADDRESS	CUSTOMER ORDER SAN YSIDRO DISTRICT	
SALESPERSON 7137 BRAD	SHIPPING INFORMATION PREPAID	SHIP VIA OUR TRUCK	PROMISE DATE 11/01/21

Quantity Ordered	PRODUCT CODE	DESCRIPTION	CODE	QUANTITY SHIPPED	PRICE	PER	Cash Disc	EXT	TY	TD	TD %
770	WIRE THHN1STRGRN5000R	THHN1GREEN CU			2156.38	M		1660.41	T		
	REEL										
770	WIRE THHN1STRGRN5000R	THHN1GREEN CU			2156.38	M		1660.41	T		
	REEL										

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.

A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON YOUR INVOICES.
B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE	3,320.82
Tax @ 7.75000%	257.36
SHIPPING CHARGE	0.00
TOTAL	3,578.18
DEPOSIT:	0.00
BAL DUE:	3,578.18

CUSTOMER COPY

CONSOLIDATED ELECTRICAL DISTRIBUTORS INC.
5457 RUFFIN ROAD
SAN DIEGO
CA 92123
Tel: 858 268-1020
Fax: 858 974-6372

Order Acknowledgement

2:45PM PAGE 001 OF 002

ORDER NO.:	ORDER DATE:
7125-1121017	10/29/21

*** Order ***
*** Acknowledgement ***:

Sold To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
16902 RIO MARIA RD
LAKESIDE, CA 92040-0000
(858) 486-1758

Ship To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
4350 OTAY MESA RD
SAN YSIDRO, CA 92173--0000

ACCOUNT NO.	JOB NAME AND ADDRESS	CUSTOMER ORDER NO
69-38411		SAN YSIDRO DISTRICT

SALESPERSON	SHIP INFORMATION	SHIP VIA	WHEN SHIP
7137 BRAD	PREPAID	OUR TRUCK	10/29/21

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE PER	DISC	EXTENSION	C/D	TAX
225 WIRE	THHN300STRBLK2500R	THHN300MCM 20510416		225	7119.53 M		1,601.89	2.00	T
225 WIRE	THHN300STRRED	THHN-300-RED-37STR-CU-500R		225	7119.53 M		1,601.89	2.00	T
225 WIRE	THHN300STRBLU	THHN-300-BLU-37STR-CU-500R		225	7119.53 M		1,601.89	2.00	T
225 WIRE	THHN300STRWHT	THHN-300-WHT-37STR-CU-500R		225	7119.53 M		1,601.89	2.00	T
4 WIRE	CUT CHARGE			4	20.00 E		80.00		T
[P]							0.00		
225 WIRE	THHN300STRBLK2500R	THHN300MCM 20510416		225	7119.53 M		1,601.89	2.00	T
225 WIRE	THHN300STRRED	THHN-300-RED-37STR-CU-500R		225	7119.53 M		1,601.89	2.00	T
225 WIRE	THHN300STRBLU	THHN-300-BLU-37STR-CU-500R		225	7119.53 M		1,601.89	2.00	T
225 WIRE	THHN300STRWHT	THHN-300-WHT-37STR-CU-500R		225	7119.53 M		1,601.89	2.00	T
4 WIRE	CUT CHARGE			4	20.00 E		80.00		T
[P]							0.00		
225 WIRE	THHN300STRBLK2500R	THHN300MCM 20510416		225	7119.53 M		1,601.89	2.00	T
225 WIRE	THHN300STRRED	THHN-300-RED-37STR-CU-500R		225	7119.53 M		1,601.89	2.00	T
225 WIRE	THHN300STRBLU	THHN-300-BLU-37STR-CU-500R		225	7119.53 M		1,601.89	2.00	T
225 WIRE	THHN300STRWHT	THHN-300-WHT-37STR-CU-500R		225	7119.53 M		1,601.89	2.00	T

TITLE AND RISK OF LOSS OR DAMAGED MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.

A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CONSOLIDATED ELECTRICAL DISTRIBUTORS INC.
5457 RUFFIN ROAD
SAN DIEGO
CA 92123
Tel: 858 268-1020
Fax: 858 974-6372

Order Acknowledgement

ORDER NO.:	ORDER DATE:
7125-1121017	10/29/21

*** Order ***
*** Acknowledgement ***:

Sold To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
16902 RIO MARIA RD
LAKESIDE, CA 92040-0000
(858) 486-1758

Ship To: GEM INDUSTRIAL ELECTRIC, INC
SAN YSIDRO DISTRICT OFFICES
4350 OTAY MESA RD
SAN YSIDRO, CA 92173--0000

ACCOUNT NO.	JOB NAME AND ADDRESS	CUSTOMER ORDER NO
69-38411		SAN YSIDRO DISTRICT

SALESPERSON	SHIP INFORMATION	SHIP VIA	WHEN SHIP
7137 BRAD	PREPAID	OUR TRUCK	10/29/21

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE PER	DISC	EXTENSION	C/D	TAX
4	WIRE	CUT CHARGE		4	20.00	E	80.00		T
	[P]						0.00		

TITLE AND RISK OF LOSS OR DAMAGED MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.

A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

MERCHANDISE	19,462.68
SALES TAX	1,508.36
SHIPPING CHARGE	0.00
TOTAL DUE	20,971.04

Bid Price

Consolidated Electrical Distributors, Inc.
5457 RUFFIN ROAD SAN DIEGO, CA 92123
VOI: 858-268-1020 FAX: 858-571-6257

CUSTOMER: GEM Industrial
EFFECTIVE: 4.15.2021
REPLACES: 4.1.2021

CONDUIT (Price per "C")

SIZE	EMT	GRC		PVC SCH40	P & C DB	ALUM FLEX	STEEL FLEX	SEALTITE FLEX
3/8"						$32.09	$37.09	
1/2"	$51.48	$235.19		$64.52		$37.20	$41.30	$115.69
3/4"	$90.91	$242.58		$76.82		$51.14	$55.86	$158.71
1"	$155.99	$385.88		$123.94		$96.37	$101.51	$278.60
1-1/4"	$253.29	$567.31		$162.35		$134.10	$134.18	$368.27
1-1/2"	$309.62	$639.25		$188.08		$192.05	$213.97	$394.97
2"	$362.84	$785.55		$234.72	$145.92	$245.02	$257.35	$518.92
2-1/2"	$550.27	$1,475.57		$368.30		$315.20	$318.47	$865.81
3"	$697.41	$1,677.29		$449.35	$287.87	$515.23	$552.64	$1,038.40
4"	$944.47	$2,325.40		$611.07	$465.71	$663.78	$710.59	$1,640.79
5"				$873.37	$805.66			

WIRE (Price per "M")

SIZE	THHN/CU SOLID	THHN/CU STRAND		XHHW/CU STRANDED	SIZE	ALUM MC 0-10V	ALUM MC	ALUM HCF	ALUM MULT-NEUTRL
14	$96.69	$107.54			14/2		$439.54		
12	$148.35	$158.92		$196.58	14/3		$733.25		
10	$232.08	$243.05		$294.64	12/2	$1,124.04	$451.85	$762.28	$1,303.36
8		$441.21		$511.64	12/3	$1,678.16	$780.73	$1,123.89	$1,447.73
6		$678.84		$777.18	12/4		$1,097.81	$1,765.81	
4		$1,038.83		$1,143.64	10/2		$1,006.81		
3		$1,310.25			10/3		$1,410.98		
2		$1,640.04		$1,764.88	10/4		$2,215.12		
1		$1,833.94		$2,004.72					
1/0		$2,245.34		$2,464.13	8/3		$1,838.94		
2/0		$2,765.85		$3,079.48	8/4		$2,486.33		
3/0		$3,490.63		$3,855.16					
4/0		$4,357.21		$4,835.12	6/3		$2,658.31		
250mcm		$5,048.92		$5,403.86	6/4		$3,731.61		
300mcm		$6,054.91							
350mcm		$7,089.70		$7,506.34					

400mcm		$8,064.93			
500MCM		$10,190.63		$10,676.22	
600MCM		$12,698.49		$13,481.63	

* NOTE: This is not an offer to contract, but merely a quotation of current prices for your convience and information. Orders based on this quotation are subject to our acceptance of the terms and conditions stated in our written Acknowledgement of order. We make no representations with respect to compliance with job specifications. All prices and quotations subject to cancellation without notice and price in effect at time of shipment.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EDTHEORY, LLC

BACKGROUND INFORMATION:
Due to teaching staff shortage in special education, the district is entering an agreement with EdTheory, LLC, a Special Education Local Plan Area (SELPA) approved nonpublic agency, to hire teachers with special education credentials until the positions are filled.

Cost Implication: $82.00 per hour (7 hours/day)

RECOMMENDATION:
Approve 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 funds.

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?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$82.00/hr.	Special Education, ESSER II and/or ESSER III
(Amount)	(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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July 2022, by and between the San Ysidro School District, hereinafter called the "District", and

EdTheory, LLC	(925) 215-7781
Company/Consultant	Telephone Number
6701 Koll Center Pkwy Ste 250, Pleasanton, CA 94566	www.edtheory.com
Address	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.

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 RESPONSIBLIITIES 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 (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 appropriates 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 _____

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, date, 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.

(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.

COMPANY:	**EdTheory, LLC**
Name:	Marvel Philip
Title:	Chief Executive Officer
Address:	6701 Koll Center Pkwy Ste 250
City/State/Zip Code:	Pleasanton, CA 94566
Telephone:	(925) 500-8383
Email:	marvel@edtheory.com

DISTRICT:	**San Ysidro School District**	
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:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@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.

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**
EdTheory, LCC	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Marvel Philip, Chief Executive Officer	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (925) 500-8353	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: _____

Signature	Date
Marvel Philip, Chief Executive Officer	
Name/Title (Print)	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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 _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Under the supervision of the site administrator and in cooperation with the Special Education Department, the Special Education Teacher (RSP/SDC) provides assessment, instructional services, consultation, coordination, planning, curricular resources, evaluation and remediation for individuals with exceptional needs. These may include all classifications of special education students whose Individualized Education Program (IEP) requires placement in the resource specialist program or special day class program (MM/MS).

Cost Implication: $82.00 per hour x 7 hours per day x 5 days

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MYPT SAN DIEGO

BACKGROUND INFORMATION:
Physical Therapists work to decrease pain and help students return to daily activities. They teach students exercises designed to help them regain strength, range of motion, and also show them and families how to prevent future injuries. This type of service is per student's Individualized Education Program (IEP).

Cost implication will be $40,000.00 (includes evaluations, consultations, and attending IEPs).

RECOMMENDATION:
Approve the agreement with MyPT San Diego at an estimated cost up to $40,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement – Action #20: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools.

Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$40,000.00	Special Education
(Amount)	(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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July 2022, by and between the San Ysidro School District, hereinafter called the "District", and

MyPT San Diego	(619) 701-7489
Company/Consultant	Telephone Number
3445 Xenophon Street, San Diego, CA 92106	cathy@myptsandiego.com
Address	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.

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 RESPONSIBLIITIES 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 appropriates 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, date, 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.

(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.

CONSULTANT:	**MyPT San Diego**
Name:	Cathy Alford
Title:	Physical Therapist Consultant
Address:	3445 Xenophon Street
City/State/Zip Code:	San Diego, CA 92106
Telephone:	(619) 701-7489
Email:	cathy@myptsandiego.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
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:	Marilyn.adrianzen@sysdschools.org	oscar.madera@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.

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**
MyPT San Diego	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Cathy Alford, Owner	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (619) 701-7489	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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 _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Services include:

- Physical therapy evaluations
- Physical Therapy Consultation
- IEP meeting attendance

Total costs up to $40,000.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TANYA KELLER M.S. CCC-SLP ED.S/SD AAC

BACKGROUND INFORMATION:

Augmentative and Alternative Communication (AAC) offers individuals a communication system that can add to or replace speech. AAC is a set of tools and strategies that are used to solve everyday communication challenges for students with speech problems. Students with severe speech difficulties rely on AAC to learn language, and supplement existing speech that is not functional. Some students may have difficulties learning speech because of Autism, Down Syndrome or other developmental disabilities. Some individuals may lose the ability to speak due to an injury or disease. AAC can help these students with speech difficulties to learn language along the way. AAC is a voice for people who can't speak.

The purpose of training in the school setting is that the team can gather and share information on a student and their AAC system. Ms. Tanya Keller will be providing training to school staff and family member to increase knowledge on a language organization system, device modification or programming and most importantly, implementation recommendations.

Cost Implication: $150.00 per hour (training staff/parents and services to students)

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement – Action #20: Continue to provide site and/or district based academic intervention programs to serve the districtsunduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools.

Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$150.00/hour	Special Education
(Amount)	(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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Tanya Keller M.S. CCC-SLP Ed.S/SD AAC	(617) 780-5193
Company/Consultant	Telephone Number
4735 Bancroft St Apt 6, San Diego, CA 92116	everyonecancommunicate.com
Address	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.

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 RESPONSIBLIITIES 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 (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 appropriates 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 _____

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, date, 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.

(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.

CONSULTANT:	
Name:	Tanya Keller M.S. CCC-SLP Ed.S/SD AAC
Title:	SLP/AAC Consultant
Address:	3952 32nd St., Apt. 2
City/State/Zip Code:	San Diego, CA 92104
Telephone:	(617) 780-5193
Email:	tanya.keller@sdaacslp.com

DISTRICT:	**San Ysidro School District**	
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:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@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.

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**
Tanya Keller M.S. CCC-SLP Ed.S/SD AAC	**San Ysidro School District**
Firm Name	Firm Name
Tanya Keller	
	Signature
Tanya Keller, AAC Consultant	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
6/29/2022	
Date:	Date
Phone Number: (617) 780-5193	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: _____

Signature	Date
Tanya Keller, M.S. CCC-SLP Ed.S/SD AAC	
Name/Title (Print)	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5I or a serious felony listed in Penal Code section 1192.7I
Fingerprinting and Criminal Background Investigation Requirements

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

TK _____(*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.

TK _____(*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 667.5I or a serious felony listed in Penal Code section 1192.7I.

TK _____(*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 667.5I or a serious felony listed in Penal Code section 1192.7I.

TK _____(*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.

TK _____(*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.

TK _____(*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 667.5I or a serious felony listed in Penal Code section 1192.7I.
- 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: SD AAC

Name/title of authorized representative *(Print)* Tanya Keller

Signature Tanya Keller Date 6/29/22

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Tanya Keller, M.S. CCC-SLP Ed.S/SD AAC will be providing the San Ysidro School District staff and students with the following services at a rate of **$150.00 per hour**:

1. Training to staff about the use of AAC devise;
2. Student evaluation for AAC devise; and development of implementation plan
3. Participating in IEP meetings.
4. Parent training around implementation of AAC

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MAXIM HEALTHCARE STAFFING SERVICES, INC. FOR 2022-2023 SCHOOL YEAR

BACKGROUND INFORMATION:

Due to lack of teaching staff in special education, the district is entering an agreement with Maxim Staffing Services, Inc., a Special Education Local Plan Area (SELPA) approved nonpublic agency, to hire teachers with special education credentials until the positions are filled.

Cost Implication: $78.00 per hour x 7 hours per day x 5 days (SDC-MS)
$74.00 per hour x 7 hours per day x 5 days (SDC-MM)

RECOMMENDATION:

Approve 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 funds.

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 #

Hourly Rates: $74.00 - $78.00 (Amount)

Special Education, ESSER II and/or ESSER III (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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Maxim Healthcare Staffing Services, Inc. Company/Consultant	(619) 209-3696 Telephone Number
3111 Camino Del Rio North, Ste. 1200, San Diego, CA 92108 Address	www.maximhealthcare.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.

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 RESPONSIBLIITIES 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 (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 appropriates 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 _____

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, date, 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.

(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, each Party agrees that it will be responsible for its own acts and the results thereof and shall defend, indemnity and hold the other Party harmless for all damages or claims to the extent arising out of their respective negligence or willful misconduct. The parties shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost or damage caused thereby during the performance of this Agreement.

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.

COMPANY:	**Maxim Healthcare Staffing Services, Inc.**
Name:	**Florence Ugokwe, Assistant Controller**
Title:	Assistant Controller
Address:	7227 Lee Deforest Drive
City/State/Zip Code:	Columbia, MD 21046
Telephone:	(410) 910-9238
Email:	flugokwe@maximstaffing.com

DISTRICT:	**San Ysidro School District**	
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:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@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.

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**
Maxim Healthcare Staffing Services, Inc.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Florence Ugokwe, Assistant Controller	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (410) 910-9238	Board Approved:

Revised 08-01-2020

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: _____

Signature	Date
Florence Ugokwe, Assistant Controller	
Name/Title (Print)	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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 _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Under the supervision of the site administrator and in cooperation with the Special Education Department, the Special Education Teacher (RSP/SDC) provides assessment, instructional services, consultation, coordination, planning, curricular resources, evaluation and remediation for individuals with exceptional needs. These may include all classifications of special education students whose Individualized Education Program (IEP) requires placement in the resource specialist program or special day class program (MM/MS).

Cost Implication: $78.00 per hour x 7 hours per day x 5 days (SDC-MS)
$74.00 per hour x 7 hours per day x 5 days (SDC-MM)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Manuela Colom, Interim
Assistant Superintendent of
Educational Leadership, Pupil Services
and Safety

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE MAXIM HEALTHCARE STAFFING SERVICES AGREEMENT

BACKGROUND INFORMATION:
Maxim operates a supplemental staffing agency and employs licensed healthcare personnel to provide healthcare services (i.e. LPNs, RNs, SLPs, School Psychologist, SPED Teachers, BCBAs, and other various health and related services personnel). Maxim also provides services off-site, including, but not limited to remote services and/or in-home services at a student's location (Distance Learning).

On August 12, 2021, the Governing Board approved the agreement with Maxim Healthcare Staffing Services to provide personnel to supplement the district's staff for COVID-19 contact tracing services. The District would like to extend the term of the agreement to school year 2022-23. The term is July 1, 2022 to June 30, 2023.

RECOMMENDATION:
Approve 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.

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	

Not to exceed $72.000.00	Expanded Learning Opportunities Grant
(Amount)	(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, CA 92173

AMENDMENT NO. 1

The Educational Institution Staffing Agreement between San Ysidro School District (District) and Maxim Healthcare Staffing Services, Inc., was entered on August 9, 2021, to provide personnel to supplement the District's staff.

Amendment No. 1 - The following sections are being amended.

- SECTION NO. 1.1 TERM:

  Extend the Term to Fiscal Year 2022-23 (July-June) with a start date of July 1, 2022 to June 30, 2023.

- EXHIBIT A

  One Contact Tracer for School Year 2022-23. Student Calendar is being provided as reference.

All other Terms and Conditions of the Agreement dated August 9, 2022 shall remain the same.

The District and Maxim Healthcare Staffing Services Inc., 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.

Maxim Healthcare Staffing Services Inc.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
	Board Approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES FOR THE 2022-23 SCHOOL YEAR

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.

RECOMMENDATION:
Approve 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.

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?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$352,600.00	ELO Fund
(Amount)	(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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of July, 2022, by and between the San Ysidro School District, hereinafter called the "District", and

SBCS Corporation (SBCS)	(619) 420-3620
Company/Consultant	Telephone Number
430 F Street., Chula Vista, CA 91910	www.csbcs.org
Address	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.

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 RESPONSIBLIITIES 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 appropriates 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.

Sexual Misconduct Coverage: If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District students, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate either by separate policy or by an endorsement to Consultant's Commercial General Liability coverage. This must be clearly reflected on the Certificate of Liability and endorsement document is required. 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, date, 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.

(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.

CONSULTANT:	**SBCS Corporation**	
Name:	Kathryn Lembo	Stacey Musso
Title:	President/CEO	Department Director
Address:	430 F Street	430 F Street
City/State/Zip Code:	Chula Vista, CA 91910	Chula Vista, CA 91910
Telephone:		
Email:		smusso@csbcs.org

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Omar Calleros
Title:	Chief Business Official	Coordinator, Community Schools…
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 x3086
Email:	Marilyn.adrianzen@sysdschools.org	Omar.calleros@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.

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**
SBCS Corporation	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Kathryn Lembo, President & CEO	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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 _____

EXHIBIT A

SCOPE OF WORK

Please refer to the attached MOU for the Scope of Services and Compensation.

MEMORANDUM OF UNDERSTANDING EXHIBIT A

This represents an agreement between **SBCS Corporation** (SBCS) and **San Ysidro School District** (SYSD). SBCS and SYSD intend to work together 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. To this end, each agency agrees to participate by coordinating/providing the following services:

SBCS and SYSD intend to collaborate on the provision of services as described herein.

I. Services to Be Provided

SBCS Corporation agrees to provide:

1. Act as lead agency for administration, fiscal management, and quality assurance of the project.
2. Provide individual, group, and family therapy as well as case management and collateral services as needed, on an individualized basis.
    a. Clinicians will be available to conduct risk assessments, crisis intervention, provide consultations and conduct trainings to staff and parents. Programming will include a range of mental health services to include prevention, intervention and ongoing supports.
3. Utilize evidenced based strategies such as the Incredible Years Curriculum ('Dinosaur School" to provide social and emotional learning through developing social skills and conflict resolution), cognitive behavioral therapy, motivational interviewing and solution focused therapies.
4. Conduct classroom groups, model curriculum implementation and provide creative ideas to support social and emotional learning objectives.
5. Provide more intensive therapeutic services for students displaying symptoms of anxiety, depression, suicidality, attention issues and behavioral concerns.
6. Provide services that can be held on-site or virtually depending on the needs of the students.
7. Oversee data gathering and reporting.
8. Provide and share information with SYSD as a means to support youth/family participation, engagement, and progress under HIPAA guidelines.
9. Participate in school and/or district meetings as required or needed.
10. Facilitate as needed regular in-service trainings for district staff that assist schools in understanding the target population including Trauma Informed Care amongst others.
11. Provide outreach activities at school sites as needed.
12. Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

San Ysidro School District agrees to provide:

1. Provide SBCS program staff with appropriate office and programmatic space at client's school to provide services and outreach/education on school campuses on a year-round basis to students and their families.
2. Refer appropriate students and parents to the program.
3. Allow SBCS staff to provide services in-class as needed.
4. Provide and share information with SBCS as a means to support youth/family participation, progress, and evaluation under HIPAA guidelines. Information includes, but is not limited to attendance, grades, and behavioral reports.

5. Participate in SBCS meetings as needed.
6. Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes, and other needs ensuring optimal collaboration.

II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 7/1/2022 through 6/30/2023.

III. Confidentiality and Privacy Laws

The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statues, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

IV. Indemnification (Refer to Agreement)

SYSD shall indemnify, defend, and hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SYSD**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity shall survive the termination of this MOU, and is in addition to any other rights or remedies that **SBCS** or **SYSD** may have under the law or this MOU.

SBCS shall have no obligation to indemnify, defend, or hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SYSD** negligence or willful misconduct

V. Insurance (Refer to Agreement)

Each party shall maintain public liability and property damage insurance to protect them and **each other** from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this MOU. The minimum amounts of such insurance shall be as hereinafter set forth.

Amount of Insurance:	
Commercial General Liability	$1,000,000 per occurrence
Auto Liability for owned and non-owned vehicles *Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives.*	$1,000,000 per occurrence
Umbrella Liability	$4,000,000

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming **the other party** as an additional insured.

VI. Compensation

The maximum amount reimbursable under this MOU is $352,000.00 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.

VII. Non-Discrimination

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

VIII. Contact Information

The contact information listed in this paragraph shall be the contact information for the notice requirements under this MOU.

For **San Ysidro School District**	For **SBCS Corporation**:
c/o: Oscar C. Madera Director of Special Education San Ysidro School District oscar.madera@sysdschools.org 619-428-4476 ext. 3057	c/o: Stacey Musso Department Director 430 F Street Chula Vista, CA 91910 smusso@csbcs.org Rachel Pittsley Program Director

	430 F Street Chula Vista, CA 91910 rpittsley@csbcs.org

IX. Locations

The services will be provided to the locations of **SYSD** with the actual school sites to be determined by administration. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

X. Independent Contractor

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner creates an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

XI. Governing Law/Venue San Diego

In the event of litigation, this MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

XII. Successors and Assigns / Assignment

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

XIII. Termination

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

(Signatures contained on the following page)

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

By: _____ Date: _____

Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

San Ysidro School District

Signature: _____ Date: _____

Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173

Exhibit A - BUDGET

Total budget not to exceed: $352,000.00

SBCS Corporation

San Ysidro School District Therapists Budget
2022 - 2023

PERSONNEL

	%	Salary	
Dept. Director	5.00%	168,000	8,400
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 - TBD	100.00%	65,813	65,813
Clinical Supervisor	10.00%	100,000	10,000
CDA Staff	2.00%	65,000	1,300
			240,013
Fica			18,361
SUI			444
Pension			13,482
Health Insurance			26,945
Insurance W/Compensation			1,412
Total Fringe Benefits			*60,644*
Total Personnel			300,656
NON-PERSONNEL			
Insurance @ .01% Personnel			2,400
Office Supplies			750
Printing			750
Program Expenses			1,500
Telephone			2,700
Total Direct Expenses			308,756
INDIRECT			43,843
Total Expenses			352,600

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Gina. A. Potter, Ed.D.
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 21/22-0042 BOARD COMPENSATION FOR MISSED MEETINGS

BACKGROUND INFORMATION:
The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attending during the month unless otherwise authorized by Board resolution. Antonio Martinez was absent from the Regular Board Meeting of June 23, 2022 and Special Board Meeting of June 23, 2022.

RECOMMENDATION:
Adopt 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.

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 #

$264.60
(Amount)

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 21/22-0042 ON BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Antonio Martinez did not attend the Regular Board Meeting on June 23, 2022 and Special Board Meeting of June 23, 2022, for the following reason(s): (check applicable reasons)

[ ] Performance of other designated duties for the district during the time of the meeting
[X] Illness or jury duty
[ ] Hardship deemed acceptable by the Board

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month of June 2022.

PASSED AND ADOPTED THIS 14th day of July 2022 at a regular meeting, by the following vote:

AYES:_____ **NOES**:_____ **ABSENT**:_____ **ABSTAIN**: _____

Attest:

_____ _____
Gina A. Potter, Ed.D., Superintendent Rudy Lopez, Board President
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2021-2022 (ASES PROGRAM)

BACKGROUND INFORMATION:

This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County and the San Ysidro School District to implement the After School Education & Safety (ASES) Program. Base and supplemental funds have been applied to the YMCA to implement a Summer Program and to provide safe, academically enriching before and after school programs to district students. Services will be provided at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar, and Ocean View Hills Schools.

The Governing Board approved this MOA on July 15, 2021, and it needs to be amended to reflect the following changes:

- Modify Section 10 to amend the term of agreement to July 1, 2021 - Dec 31, 2022.
- Modify Section 11 to amend the annual total contract amount up to $1,002,543.54.

These changes need to be made as, the California Department of Education has increased the 2021-2022 state reimbursement rate from $5.92 to $6.78 in the AM Program and Supplemental Program and $8.88 to $10.18 in the PM Program increasing the total grant allocation for SYSD's ASES Programs.

RECOMMENDATION:

Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement ~ Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

☐ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,002.543.54	ASES Fund
(Amount)	(Name of funding source and/or location)

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

AMENDMENT TO AGREEMENT BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
YMCA OF SAN DIEGO COUNTY

This Amendment to Agreement is entered into by and between the San Ysidro School District (SYSD) and the YMCA of San Diego County (YMCA).

RECITALS

WHEREAS, on July 15, 2021, the SYSD entered into a Memorandum of Agreement with the YMCA for the term of July 1, 2021 through June 30, 2022, under which the Consultant/Professional agreed to provide After School Education and Safety (ASES) Program services at 7 district schools for a total not-to-exceed Agreement amount of $874,819.88

WHEREAS, the California Department of Education has increased the 2021-2022 state reimbursement rate from $5.92 to $6.78 in the AM Program and Supplemental Program and $8.88 to $10.18 in the PM Program increasing the total grant allocation for SYSD's ASES Programs to $1,055,308.99.

WHEREAS, the California Department of Education has extended the 21-22 ASES Program funding deadline for expenditures through Dec 31, 2022.

WHEREAS the SYSD and YMCA mutually agree to use any extended 21-22 ASES Program funds contracted to the YMCA on eligible ASES Program expenses and services through Dec 31, 2022.

NOW, THEREFORE, SYSD and YMCA agree to amend the Agreement as follows:

1. Modify Section 10 to amend the term of agreement to July 1, 2021 - Dec 31, 2022.
2. Modify Section 11 to amend the annual total contract amount up to $1,002,543.54.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf by their fully authorized representatives. Except as specifically herein amended, the Agreement will remain in full force and effect.

San Ysidro School District	YMCA of San Diego County
_____	_____
Authorized Signature	Authorized Signature
Dr. Gina A. Potter, Ed.D.	Todd Tibbits
Name	Name
Superintendent	President & CEO
Title	Title
_____	_____
Date	Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2022-2023 - 21st CCLC PROGRAM

BACKGROUND INFORMATION:
This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County to implement the 21st Century Community Learning Centers (CCLC) Program. Base and 21st CCLC supplemental funds have been applied to the YMCA to implement a Summer Program and to provide safe, academically enriching before and after school programs for students at Willow Elementary and San Ysidro Middle Schools during the 2022-2023 school year.

RECOMMENDATION:
Approve 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.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Goal 4: Social Emotional Well-Being and Mental Health and Goal 3: Student Engagement and School Climate, Action 3.10: Employ Director of Educational Services to support, ASES/21st century programs, ELO-P and Pathways Enrichment Program and leverage community partnerships to increase student academic achievement and social emotional wellbeing 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	

$135,747.50	21st CCLC Fund
(Amount)	(Name of funding source and/or location)

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

MEMORANDUM OF AGREEMENT

21st Century Community Learning Centers (21st CCLC)

YMCA of San Diego County Contract for Services 2022-2023

This Agreement is to provide summer program services and after school program services through the 21st Century Community Learning Centers (21st CCLC) Program and is entered into this 1st day of July 2022 by and between the **San Ysidro School District (herein known as "SYSD") and YMCA of San Diego County (herein known as "YMCA")** who agrees to provide services in accordance with the provisions of the California Education Code (EC) sections 8484.7–8484.9.

1. **General Conditions:**
   21st CCLC Program Hours of Operation and Attendance Requirements:
   1. Funds are designated for San Ysidro Middle School and Willow Elementary School.
   2. The Supplemental Program start time, hours of operation and days of operation will be agreed upon once planning has started.
   3. If applicable, additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
   4. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend, and instruction takes place.
   5. Elementary students should participate every day the after school component operates.
   6. Establish a local policy for early release of students attending the 21st CCLC after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
   7. Provide supplemental services during designated school breaks, such as but not limited to: Summer, Fall, Winter and Spring. Additional supplemental service dates will be agreed upon with the district. Supplemental services are designated at Willow Elementary and San Ysidro Middle School.
   8. To ensure that subsequent 21st CCLC grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules.

2. **Web-Based Attendance and Daily Attendance Accountability Requirements:**
   1. The YMCA will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
   2. YMCA must fully utilize the "*Automated Card Scanning"* capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with 21st CCLC Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the 21st CCLC program.
   3. YMCA will use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
   4. YMCA will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
   5. In addition, YMCA must monitor on a weekly basis that all students sign-in and sign-out times comply with the Early Release/Late Arrival times on file for each student.
   6. SYSD will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. **Staffing Requirements:**
   1. YMCA must ensure a student-to-staff ratio of no more than 20 to 1.
   2. YMCA must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the SYSD. The utilization of any testing sites in San Diego County is acceptable.
   3. YMCA shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
   4. YMCA must certify that all personnel providing services to students are Livescan screened to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel have provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. **State Mandated Data and Evaluation Requirements:**
   1. YMCA will collaborate with SYSD and SDCOE to disseminate statewide evaluation process as determined by the CDE.
   2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
   3. Both SYSD and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
   4. SYSD will share evaluation data reports with YMCA to use for continuous quality improvement purposes.

5. **Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:**
   1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended 21st CCLC grant funds by the CDE, SYSD or YMCA will be required to return the entire amount of funding in question to the San Diego County Office of Education.
   2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8484.7
   3. Failure to comply with California Education Code 8484.7 shall result in a reduction of the 21st CCLC grant award during the current fiscal year or in subsequent years of the grant.
   4. SYSD shall amend contract appropriately with the YMCA if the daily 21st CCLC reimbursement rate is increased by the California Department of Education during the term of contracted services. The current 21st CCLC daily funding rate is $10.18 per student/per day for the PM Program and $10.18 per student/per day for the Supplemental Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in contract year.

6. **Federal Program Monitoring and Annual Program Audit Guidelines.**
   1. SYSD shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA.
   2. Both SYSD and YMCA personnel shall participate in Federal Program Monitoring (FPM) training.
   3. Both SYSD and YMCA will attend Federal Program Monitoring (FPM) meetings with the CDE.

7. **85/15 Grant Budget Restrictions**
   1. The San Diego County Office of Education shall retain 2% or $2,857.84 of total grant funds for direct administrative costs.
   2. SYSD shall retain 3% or $4,286.76 of total grant funds for direct administrative costs.

3. The YMCA must expend at least 85% or $121,458.29 of total grant funding in direct services for pupils.
4. No more than 5% or $7,144.61 of direct administrative costs shall be expended by YMCA.
5. The YMCA shall receive up to 5% or $7,144.61 for indirect costs.

8. Program Matching Funding Requirements.

1. Program must provide local funds totaling no less than one-third of the grant amount.
2. SYSD will provide matching funds for facilities and space usage not to exceed 25% of total match requirement.
3. SYSD will provide matching funds through qualified snack & supper program and/or Expanded Learning Opportunities-Program (ELO-P) funding.
4. State categorical funds for remedial education activities may not be used to fulfill match requirements.

9. Additional 21st CCLC Program Operation Requirements.

1. Both SYSD and YMCA shall each designate a 21st CCLC contract person.
2. Ensure the designated 21st CCLC contact(s) attends the scheduled San Diego Expanded Learning Consortium meetings.
3. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science, and computer training.
4. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA to best meet the needs of the SYSD.
5. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
6. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by SYSD to enrolled participants.
7. SYSD shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
8. Provide information regarding the 21st CCLC Program in a form and language that is easily understandable to all parents.
9. Each partner in the application will share responsibility for the quality of the program. SYSD and YMCA will partner to conduct an annual continuous quality improvement process.
10. SYSD and YMCA will collaborate and coordinate with the regular school day program.
11. SYSD is responsible to ensure the YMCA has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high-quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
12. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to SYSD policy.
13. Each 21st CCLC funded site will be responsible for the development of a 2022-2023 After School Program Plan as part of the San Diego Expanded Learning Program Consortium.
14. SYSD and YMCA administration will review the 21st CCLC Program Plan annually and provide updates and/or revisions based on 21st CCLC program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
15. Each site 21st CCLC Program plan will identify 2022-2023 Attendance Goals described in Section

VII of the San Diego Expanded Learning Consortium After School Program Plan.

16. Ensure that 21st CCLC staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
17. Host scheduled technical assistance site visits conducted by staff from the SDCOE and the CI.
18. Collaborate with staff from the SDCOE, and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
19. SYSD and YMCA will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA by SYSD shall include at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

1. YMCA will make reports to SYSD as necessary to enable SYSD to perform its duties and will maintain such records and provide access to those records as SYSD deems necessary. The school and YMCA shall maintain such records for at least five years after the completion of the activities for which the funds are used.
2. YMCA will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public (California Public Records Act, Government Code Section 6250 et seq.)
3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8484.7–8484.9. Further, expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including but not limited to, the Education Code of the State of California.
5. If a program participant receives state funds to operate 21st CCLC in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA shall provide financial expenses monthly to SYSD.
7. SYSD shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) to the San Diego County Office of Education.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce, increase, or defer the funding upon which this award is based, then this award will be amended accordingly.

PERIOD OF AGREEMENT

According to the terms of the 21st CCLC Program, the term of this Agreement shall be July 1, 2022, through June 30, 2023.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

Annual total contract amount up to **$135,747.50** to YMCA.

YMCA shall submit to SYSD invoices which indicate work completed by YMCA for the 21st CCLC Program only. The district shall review each invoice and/or detailed expenses submitted to determine

that the work performed, and expenses incurred are in compliance with the provisions of this MOA. District shall pay YMCA as available from SDCOE within 30 days and in accordance with this Agreement. District shall pay YMCA as available from SDCOE within 30 days and in accordance with this Agreement

Payments of the grant may differ from the granted amount as determined by CDE due to 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2023, final expenditure deadline for all 21st CCLC grant funds as determined by CDE. 3) Any program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended funding will be paid by YMCA if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

12. YMCA & SYSD PROGRAM CONTACT PERSONS:

YMCA of San Diego County Contact:	San Ysidro School District Contact:
Steve Hensel	Cynthia Monreal González
YMCA of San Diego County	San Ysidro School District
Executive Director	Executive Director of Educational Services
3333 Camino Del Rio South Suite 110	4350 Otay Mesa Rd.
San Diego, CA 92108	San Ysidro, CA 92173
P: 619-347-6917	P: 619-428-4476
E: shensel@ymcasd.org	E: cynthia.gonzalez@sysdschools.org

13. CONFIDENTIALITY

1. All communications and information obtained by YMCA from SYSD relating to this agreement, and all information developed by YMCA under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of SYSD, YMCA shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA shall inform the SYSD, in writing, of the nature and reasons for such disclosure. YMCA shall not use any communications or information obtained from SYSD for any purpose other than the performance of this agreement without SYSD's written prior consent.

2. At the conclusion of the performance of this agreement, YMCA shall return to SYSD all written materials constituting or incorporating any communications or information obtained from the SYSD. Upon SYSD's specific approval, YMCA may retain copies of such materials, subject to the requirements of Subsection 1.

   SYSD may disclose to any vendor, or YMCA approved third parties, any information otherwise subject to Subsection 1 that is required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, SYSD shall obtain the YMCA's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to SYSD.

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 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.

a) Pupil records obtained by the YMCA/Service Provider from SYSD continue to be the property of and under the control of the SYSD. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing district personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
b) In the event of an unauthorized disclosure of a pupil's records, the YMCA 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.
c) YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
d) YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this agreement.
e) District agrees to work with the YMCA to ensure compliance with FERPA.
f) The YMCA shall not use personally identifiable information in pupil records to engage in targeted advertising.
g) Pupil records include any information directly related to a pupil that is maintained by the SYSD 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 do not include 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.

4. YMCA's obligation of confidence with respect to information submitted or disclosed to YMCA by SYSD hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

(a) this Agreement to any other vendor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The YMCA received advance written approval from the SYSD to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in

accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, SYSD may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor. Likewise, SYSD obligation of confidence with respect to information submitted or disclosed to SYSD by YMCA hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s), and individual responses on surveys in conjunction with this evaluation will be kept confidential by the YMCA. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the SYSD.
YMCA agrees to all the following:

1. YMCA shall not disclose private information obtained from the SYSD in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:

   a) The disclosure is authorized by this Agreement;
   b) The YMCA received advance written approval from the SYSD to disclose the information; or
   c) The disclosure is required by law or judicial order and in accordance with AB163

2. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

3. Any failure of the contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the SYSD may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time for either party's convenience.

2. If the termination is for the convenience of the SYSD, upon receipt of 60 days' notice, YMCA shall:

   a) Immediately discontinue all services affected (unless the notice directs otherwise) and

   b) Deliver to SYSD all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of such notice.

YMCA shall submit a final invoice within 60 days of termination and upon approval the SYSD shall reimburse for services performed prior to the effective date of termination and other costs incurred by YMCA to implement the termination.

3. YMCA shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA in accordance with this section shall constitute the district's exclusive remedy for any termination hereunder. The rights and remedies of SYSD provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure to fulfill its contractual obligations.
2. If this agreement is terminated by the SYSD, upon receipt of such notice, YMCA shall:

    a) Immediately discontinue all services affected (unless the notice directs otherwise) and

    b) Deliver to SYSD all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of such notice.

3. If the termination is due to the failure of YMCA to fulfill its contractual obligations, SYSD may take over the services and complete the services by contract or otherwise.

17. INDEPENDENT CONTRACTOR

It is expressly always understood that, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA is acting as an independent contractor and not as an officer, agent, or employee of SYSD.

18. HOLD HARMLESS

YMCA agrees to hold harmless, to defend, and to indemnify the SYSD, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, SYSD performance, or lack thereof, under this Agreement.
Likewise, the SYSD agrees to hold harmless, to defend, and to indemnify YMCA, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA is self-insured for workers' compensation insurance. A Certificate of Self-Insurance may be provided upon request.

20. NON-FUNDIING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, SYSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and may terminate this Agreement with 30 days' written notice.

21. AUDIT

YMCA agrees to maintain and preserve until five years after termination of the Agreement with SYSD, and to permit SYSD, CDE, or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this agreement and 21st CCLC Program services.

22. INSURANCE REQUIREMENTS

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

(2) Minimum Requirements and Limits. YMCA 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 YMCA, 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 (to include sexual abuse and molestation coverage) 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 a limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of SYSD.
4. **Sexual Misconduct (Abuse and Molestation) Coverage** with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate either by separate policy or by an endorsement to Insureds Commercial General Liability coverage.

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

YMCA shall file, with the SYSD, endorsed Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **San Ysidro School District** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

24. COMPLIANCE WITH LAW

YMCA shall be subject to, and shall comply with, all Federal, State, and local laws and regulations

applicable with respect to its performance under this Agreement including, but not limited to licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by SYSD Board of Education and authorized signatures by SYSD and the YMCA.

26. TOBACCO-FREE FACILITY

SYSD is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: SYSD shall determine the YMCA's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

___The YMCA will have **"limited contact"** with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1.Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3.Provide security patrols or supervision,
4.Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

X The YMCA will have **"greater than limited contac**t" with pupils and the YMCA shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of or have charges pending for a defined felony.

2. The YMCA has **certified in writing** to SYSD that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

_____ _____
By (Authorized Signature) Date

Steve Hensel
Executive Director
Expanded Learning Programs
YMCA of San Diego County

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN YSIDRO SCHOOL DISTRICT
By (Authorized Signature)

_____
Dr. Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

Date: _____

Board Approved: _____

YMCA OF SAN DIEGO COUNTY
By (Authorized Signature)

_____
Todd Tibbits
President/CEO
YMCA of San Diego County

Date: _____

YMCA Federal EIN #: 95-2039198

San Ysidro School District
21st CCLC Program 2022-23
Grant Amounts YMCA Allocation

SITE	TOTAL GRANT AMOUNT	SDCOE 2%	SYSD 3%	YMCA ALLOCATION (Allocation-SD COE 2% & SYSD 3%)	ASES DAILY REIMBURSE RATE
San Ysidro MS PM	$36,639.00	$ 732.78	$ 1,099.17	$34,807.05	$10.18
San Ysidro MS Supplemental	$10,991.70	$ 219.83	$ 329.75	$ 10,442.12	$10.18
				$ -	
Willow PM	$73,278.00	$ 1,465.56	$ 2,198.34	$ 69,614.10	$10.18
Willow Supplemental	$21,983.40	$ 439.67	$ 659.50	$ 20,884.23	$10.18
TOTALS	**$ 142,892.10**	**$ 2,857.84**	**$ 4,286.76**	**$ 135,747.50**	
		2.00%	3.00%	95.00%	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2022-2023 ASES PROGRAM

BACKGROUND INFORMATION:
This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County and the San Ysidro School District to implement the After School Education & Safety (ASES) Program. Base and supplemental funds have been applied to the YMCA to implement a Summer Program and to provide safe, academically enriching before and after school programs to district students. Services will be provided at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar, and Ocean View Hills Schools.

RECOMMENDATION:
Approve 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.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Goal 4: Social Emotional Well-Being and Mental Health and Goal 3: Student Engagement and School Climate, Action 3.10: Employ Director of Educational Services to support, ASES/21st century programs, ELO-P and Pathways Enrichment Program and leverage community partnerships to increase student academic achievement and social emotional wellbeing 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	

$1,002,543.54	ASES Fund
(Amount)	(Name of funding source and/or location)

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

MEMORANDUM OF AGREEMENT

After School Education & Safety (ASES) Program

YMCA of San Diego County Contract for Services 2022-2023

This Agreement is to provide summer program services, before school program services, and after school program services through the After School Education and Safety Program (ASES) and is entered into this 1st day of July, 2022 by and between the **San Ysidro School District (herein known as "SYSD")** and **YMCA of San Diego County (herein known as "YMCA")** who agrees to provide services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend, and instruction takes place.
2. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
3. Elementary students should participate every day the after school component operates.
4. Establish a local policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Establish a policy for late arrival of those students attending the ASES Before School Program. This late arrival policy should include parental permission stating the dates, times, and reasons for the late arrival.
6. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A).** California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, which shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:

    i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.

    ii. The CDE shall adjust the grant level of any school within the program that is under 85% of its targeted attendance level in each of two consecutive years.

    iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

    Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.

2. **Web-Based Attendance and Daily Attendance Accountability Requirements:**
   1. The YMCA will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
   2. YMCA must fully utilize the "*Automated Card Scanning"* capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
   3. YMCA will use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
   4. YMCA will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
   5. In addition, YMCA must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
   6. SYSD will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. **Staffing Requirements:**
   1. YMCA must ensure a student-to-staff ratio of no more than 20 to 1.
   2. YMCA must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the SYSD. The utilization of any testing sites in San Diego County is acceptable.
   3. YMCA shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
   4. YMCA must certify that all personnel providing services to students are Livescan screened to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel have provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. **State Mandated Data and Evaluation Requirements:**
   1. YMCA will collaborate with SYSD and SDCOE to disseminate statewide evaluation process as determined by the CDE.
   2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
   3. Both SYSD and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
   4. SYSD will share evaluation data reports with YMCA to use for continuous quality improvement purposes.

5. **Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:**
   1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, SYSD or YMCA will be required to return the entire amount of funding in question to the San Diego County Office of Education.
   2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7.

3. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.
4. SYSD shall amend contract appropriately with the YMCA if the daily ASES reimbursement rate is increased by the California Department of Education during the term of contracted services. The current ASES reimbursement rate is $10.18 per student/per day for the PM Program and $6.78 per student/per day for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. SYSD shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both SYSD and YMCA personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both SYSD and YMCA will attend Federal Program Monitoring (FPM) meetings with the CDE.

7. 85/15 Grant Budget Restrictions

1. The San Diego County Office of Education shall retain 2% or $21,106.18 of total grant funds for direct administrative costs.
2. SYSD shall retain 3% or $31,659.27 of total grant funds for direct administrative costs.
3. The YMCA must expend at least 85% or $897,012.64 of total grant funding in direct services for pupils.
4. No more than 5% or $52,765.45 of direct administrative costs shall be expended by YMCA.
5. The YMCA shall receive up to 5% or $52,765.45 for indirect costs.

8. Program Matching Funding Requirements.

1. Program must provide local funds totaling no less than one-third of the grant amount.
2. SYSD will provide matching funds for facilities and space usage not to exceed 25% of total match requirement.
3. SYSD will provide matching funds through qualified snack & supper program and/or Expanded Learning Opportunities-Program (ELO-P) funding.
4. State categorical funds for remedial education activities may not be used to fulfill match requirements.

9. Additional ASES Program Operation Requirements.

1. Both SYSD and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science, and computer training.
4. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA to best meet the needs of the SYSD.
5. Plan the program through a collaborative process that includes parents, youth, and school

administration and personnel, community organizations, and the private sector.

6. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by SYSD to enrolled participants.
7. SYSD shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
8. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
9. Each partner in the application will share responsibility for the quality of the program. SYSD and YMCA will partner to conduct an annual continuous quality improvement process.
10. SYSD and YMCA will collaborate and coordinate with the regular school day program.
11. SYSD is responsible to ensure the YMCA has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high-quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
12. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to SYSD policy.
13. Each ASES funded site will be responsible for the development of a 2022-2023 After School Program Plan as part of the San Diego ASES Program Consortium.
14. SYSD and YMCA administration will review the ASES Program Plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
15. Each site ASES Program plan will identify 2022-2023 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
16. Ensure that ASES staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
17. Host scheduled technical assistance site visits conducted by staff from the SDCOE and the CI.
18. Collaborate with staff from the SDCOE, and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
19. SYSD and YMCA will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA by SYSD shall include at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

1. YMCA will make reports to SYSD as necessary to enable SYSD to perform its duties and will maintain such records and provide access to those records as SYSD deems necessary. The school and YMCA shall maintain such records for at least five years after the completion of the activities for which the funds are used.
2. YMCA will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public (California Public Records Act, Government Code Section 6250 et seq.)
3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including but not limited to, the Education Code of the State of California.

5. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA shall provide financial expenses monthly to SYSD.
7. SYSD shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) to the San Diego County Office of Education.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce, increase, or defer the funding upon which this award is based, then this award will be amended accordingly.

PERIOD OF AGREEMENT

According to the terms of the After School Education & Safety (ASES) Program, the term of this Agreement shall be July 1, 2022, through June 30, 2023.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

Annual total contract amount up to **$1,002,543.54** to YMCA.

YMCA shall submit to SYSD invoices which indicate work completed by YMCA for the ASES Program only. The district shall review each invoice and/or detailed expenses submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this MOA. District shall pay YMCA as available from SDCOE within 30 days and in accordance with this Agreement. The YMCA will inform SYSD once it has expanded 75% of allocated ASES funds for San Ysidro Middle and Willow Elementary. District shall pay YMCA as available from SDCOE within 30 days and in accordance with this Agreement

Payments of the grant may differ from the granted amount as determined by CDE due to 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2023, final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by YMCA if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

12. YMCA & SYSD PROGRAM CONTACT PERSONS:

YMCA of San Diego County Contact:	San Ysidro School District Contact:
Steve Hensel	Cynthia Monreal González
YMCA of San Diego County	San Ysidro School District
Executive Director	Executive Director of Educational Services
3333 Camino Del Rio South Suite 110	4350 Otay Mesa Rd.
San Diego, CA 92108	San Ysidro, CA 92173
P: 619-347-6917	P: 619-428-4476
E: shensel@ymcasd.org	E: cynthia.gonzalez@sysdschools.org

13. CONFIDENTIALITY

1. All communications and information obtained by YMCA from SYSD relating to this agreement, and all information developed by YMCA under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of SYSD, YMCA shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA shall inform the SYSD, in writing, of the nature and reasons for such disclosure. YMCA shall not use any communications or information obtained from SYSD for any purpose other than the performance of this agreement without SYSD's written prior consent.

2. At the conclusion of the performance of this agreement, YMCA shall return to SYSD all written materials constituting or incorporating any communications or information obtained from the SYSD. Upon SYSD's specific approval, YMCA may retain copies of such materials, subject to the requirements of Subsection 1.

   SYSD may disclose to any vendor, or YMCA approved third parties, any information otherwise subject to Subsection 1 that is required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, SYSD shall obtain the YMCA's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to SYSD.

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 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.

   a) Pupil records obtained by the YMCA/Service Provider from SYSD continue to be the property of and under the control of the SYSD. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing district personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
   b) In the event of an unauthorized disclosure of a pupil's records, the YMCA 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.
   c) YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
   d) YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this agreement.
   e) District agrees to work with the YMCA to ensure compliance with FERPA.
   f) The YMCA shall not use personally identifiable information in pupil records to engage in targeted advertising.
   g) Pupil records include any information directly related to a pupil that is maintained by the SYSD

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 do not include 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.

4. YMCA's obligation of confidence with respect to information submitted or disclosed to YMCA by SYSD hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

(a) this Agreement to any other vendor, person, or other entity, unless one of the following is true:
(i) The disclosure is authorized by this Agreement;
(ii) The YMCA received advance written approval from the SYSD to disclose the information; or
(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, SYSD may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor. Likewise, SYSD obligation of confidence with respect to information submitted or disclosed to SYSD by YMCA hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s), and individual responses on surveys in conjunction with this evaluation will be kept confidential by the YMCA. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the SYSD.
YMCA agrees to all the following:

1. YMCA shall not disclose private information obtained from the SYSD in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:
   a) The disclosure is authorized by this Agreement.
   b) The YMCA received advance written approval from the SYSD to disclose the information; or
   c) The disclosure is required by law or judicial order and in accordance with AB163

2. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance

with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

3. Any failure of the contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the SYSD may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

14. TERMINATION FOR CONVENIENCE

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time for either party's convenience.

2. If the termination is for the convenience of the SYSD, upon receipt of 60 days' notice, YMCA shall:
   a) Immediately discontinue all services affected (unless the notice directs otherwise) and

   b) Deliver to SYSD all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of such notice.

   YMCA shall submit a final invoice within 60 days of termination and upon approval the SYSD shall reimburse for services performed prior to the effective date of termination and other costs incurred by YMCA to implement the termination.

3. YMCA shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA in accordance with this section shall constitute the district's exclusive remedy for any termination hereunder. The rights and remedies of SYSD provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

15. TERMINATION FOR DEFAULT

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure to fulfill its contractual obligations.
2. If this agreement is terminated by the SYSD, upon receipt of such notice, YMCA shall:

   a) Immediately discontinue all services affected (unless the notice directs otherwise) and

   b) Deliver to SYSD all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of such notice.

3. If the termination is due to the failure of YMCA to fulfill its contractual obligations, SYSD may take over the services and complete the services by contract or otherwise.

16. INDEPENDENT CONTRACTOR

It is expressly always understood that, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA is acting as an independent contractor and not as an officer, agent, or employee of SYSD.

18. HOLD HARMLESS

YMCA agrees to hold harmless, to defend, and to indemnify the SYSD, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, SYSD performance, or lack thereof, under this Agreement.
Likewise, the SYSD agrees to hold harmless, to defend, and to indemnify YMCA, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA is self-insured for workers' compensation insurance. A Certificate of Self-Insurance may be provided upon request.

20. NON-FUNDIING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, SYSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and may terminate this Agreement with 30 days' written notice.

21. AUDIT

YMCA agrees to maintain and preserve until five years after termination of the Agreement with SYSD, and to permit SYSD, CDE, or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this agreement and ASES Program services.

22. INSURANCE REQUIREMENTS

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

(2) Minimum Requirements and Limits. YMCA 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 YMCA, 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 (to include sexual abuse and molestation coverage) 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 a limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of SYSD.

4. **Sexual Misconduct (Abuse and Molestation) Coverage** with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate either by separate policy or by an endorsement to Insureds Commercial General Liability coverage.

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

YMCA shall file, with the SYSD, endorsed Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **San Ysidro School District** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

24. COMPLIANCE WITH LAW

YMCA shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by SYSD Board of Education and authorized signatures by SYSD and the YMCA.

26. TOBACCO-FREE FACILITY

SYSD is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: SYSD shall determine the YMCA's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

___The YMCA will have **"limited contact"** with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1.Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3.Provide security patrols or supervision,
4.Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

X The YMCA will have **"greater than limited contac**t" with pupils and the YMCA shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of or have charges pending for a defined felony.

2. The YMCA has **certified in writing** to SYSD that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

_____ _____

By (Authorized Signature) Date

Steve Hensel
Executive Director
Expanded Learning Programs
YMCA of San Diego County

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN YSIDRO SCHOOL DISTRICT
By (Authorized Signature)

_____
Dr. Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

Date: _____

Board Approved: _____

YMCA OF SAN DIEGO COUNTY
By (Authorized Signature)

_____
Todd Tibbits
President/CEO
YMCA of San Diego County

Date: _____

YMCA Federal EIN #: 95-2039198

San Ysidro School District
ASES Program 2022-23
Grant Amounts YMCA Allocation

SITE	TOTAL GRANT AMOUNT	SDCOE 2%	SYSD 3%	YMCA ALLOCATION (Allocation-SD COE 2% & SYSD 3%)	ASES DAILY REIMBURSE RATE
La Mirada AM	$20,273.86	$ 405.48	$ 608.22	$ 19,260.17	$6.78
La Mirada PM	$152,612.13	$ 3,052.24	$ 4,578.36	$ 144,981.52	$10.18
La Mirada Supplemental	$2,207.25	$ 44.15	$ 66.22	$ 2,096.89	$6.78
Ocean View Hills AM	$14,074.23	$ 281.48	$ 422.23	$ 13,370.52	$6.78
Ocean View Hills PM	$154,151.79	$ 3,083.04	$ 4,624.55	$ 146,444.20	$10.18
Ocean View Hills Supplemental	$1,600.50	$ 32.01	$ 48.02	$ 1,520.48	$6.78
San Ysidro MS AM	$5,632.54	$ 112.65	$ 168.98	$5,350.91	$6.78
San Ysidro MS PM	$51,280.27	$ 1,025.61	$ 1,538.41	$ 48,716.26	$10.18
				$ -	
Smythe AM	$23,868.53	$ 477.37	$ 716.06	$ 22,675.10	$6.78
Smythe PM	$152,612.13	$ 3,052.24	$ 4,578.36	$ 144,981.52	$10.18
Smythe Supplemental	$1,089.97	$ 21.80	$ 32.70	$ 1,035.47	$6.78
Sunset AM	$29,797.39	$ 595.95	$ 893.92	$ 28,307.52	$6.78
Sunset PM	$152,612.13	$ 3,052.24	$ 4,578.36	$ 144,981.52	$10.18
Vista Del Mar AM	$14,074.23	$ 281.48	$ 422.23	$ 13,370.52	$6.78
Vista Del Mar PM	$89,454.36	$ 1,789.09	$ 2,683.63	$ 84,981.64	$10.18
Vista Del Mar Supplemental	$249.78	$ 5.00	$ 7.49	$ 237.29	$6.78
Willow AM	$36,138.55	$ 722.77	$ 1,084.16	$ 34,331.62	$6.78
Willow PM	$152,612.13	$ 3,052.24	$ 4,578.36	$ 144,981.52	$10.18
Willow Supplemental	$967.22	$ 19.34	$ 29.02	$ 918.86	$6.78
TOTALS	**$ 1,055,308.99**	**$ 21,106.18**	**$ 31,659.27**	**$ 1,002,543.54**	
		2.00%	3.00%	95.00%	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 14, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH RGC GENERAL ENGINEERING INC.

BACKGROUND INFORMATION:

The project is part of the improvements needed to move the 6th grade class from Ocean View Hills to Vista Del Mar. The location for the new 6th grade class was originally planned, designed and constructed for Kindergarten, and Vista Del Mar School itself was originally designed for K-5 education. The relocation of the 6th grade class from Ocean View Hills to Vista Del Mar requires modifications to the school so that 6th grade athletic play areas at both the upper and lower playfields are provided.

This project removes the playground equipment from the upper play area that was originally intended for Kindergarten, and adds seating and appropriate fill materials in the remaining play area spaces. The lower athletic play area is modified by reconfiguring the basketball and volleyball courts to allow for two additional full length basketball courts and two volleyball courts. To make this conversion possible, the two existing sand volleyball courts are to be removed and filled with asphalt. The two playgrounds in the lower play area are also to be removed. The entire play area will be re-asphalted, sealed and painted with striping for both basketball and volleyball.

The Director of MOTF invited RGC General Engineering Inc, and Roy Paving, Inc. to visit the school on June 29th to hear about the scope of work and the timeline required to complete the project. Only RGC General Engineering, Inc attended. RGC's proposal is within the CUPCCAA limits, and staff recommends awarding the contract to RGC.

RECOMMENDATION:

Approve 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.

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	

$168,372.12	General Obligation Bonds
(Amount)	(Name of funding source and/or location)

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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT FOR PROJECTS UP TO $200,000

THIS CONTRACT made and entered into on __July 15th__, 2022 by and between ___RGC General Engineering, Inc___, hereinafter called the **CONTRACTOR** and the **San Ysidro Elementary School District**, hereinafter called the **DISTRICT.**

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

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT in accordance with the Terms & Conditions set forth in Attachment B hereof and incorporated herein by this reference and any specifications attached** for a total contract price of:

   One hundred sixty eight thousand three hundred seventy two dollars and twelve cents **($__168,372.12___)**
   (MAY NOT EXCEED $200,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: _____A,B, or C-12_____. This contract shall commence on _07/15/2022_____with work to be completed within _____ (___) consecutive days and/or by _10/04/2022____.

3. Contractor shall be registered with the Department of Industrial Relations pursuant to Labor Code 1725.5 (Attachment B).

4. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** Describe in detail the scope of the proposed project and materials to be furnished. Attach additional sheets if necessary and reference “see attachment” in space provided below. NOTE: this contract, in conjunction with the terms and conditions in Attachments A - C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

Paving and playground improvements at Vista Del Mar School per the attached proposal from RGC General Engineering, Inc. that was received by SYSD staff on 6/29/2022. Improvements include the following:

1. Removal of the existing volleyball courts and the installation of asphalt paving to a flush surface with the surrounding paving.
2. The removal of all basketball posts and the installation of new basketball posts to allow for a total of four (4) full length basketball courts.
3. The installation of volleyball court inserts within the new basketball courts, and the provision of volleyball posts which fit the inserts.
4. The removal and disposal of the existing upper and lower playground playsets.
5. The fill of the upper playground areas with wood chips.
6. The installation of bench seats at the upper playground areas.
7. The re-paving and sealing of the lower playground area and new striping for basketball and volleyball.

Prevailing Wages Apply

Note: If contract exceeds $25,000, per Civil Code Section 3247, Contract shall provide a Payment Bond.

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the _____of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2022, at _____, California.

By: _____

Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

__X____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.
_____ Surveillance of employees of the Contractor by school personnel.
_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. (last 4 digits or full CDL #) _____

_____ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

_____ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
_____ Other, describe _____.

Signature: _____ Title: _____ Date: _____
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

_____ Work Specs/Scope of Work Statement
_____ Certificates of Insurance with Endorsements
_____ Contractor Certification Form , Attachment A
_____ Purchase Order No. _____
_____ Non-Collusive Declaration
_____ Workers' Compensation Certificate
_____ Terms and Conditions dated _____ Attachment C
_____ Provide Proof of Covid-19 Vaccination

NOTE: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY

_____Individual
_____Sole Proprietorship
_____Partnership
_____Corporation
_____Other

TAX IDENTIFICATION

_____
Employer Identification Number

_____
Social Security Number

License No:_____ Classification:_____ Expiration Date:_____

DIR Registration No. _____

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, 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.

Date:_____

Company Name:_____

Address:_____

_____

Authorized Signature:_____

Printed Name:_____

Title:_____

Phone:_____ Fax: _____

Email Address:_____

Accepted by: _____
Signature of District Representative

Printed Name:_____

Title: _____

Date: _____

Address:_____

_____

ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c), that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who 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 not criminal charges pending for a felony as defined in Section 45122.1.

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

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 for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

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

Name	Social Security No.

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

Dated: _____ _____(Company)

_____(Signature) _____(Title)

(Complete only if pertinent)

ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I _____, _____ certify that
(Name) (Title)

_____ is currently registered as a contractor with the Department of Industrial
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20__

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

_____
Signature

_____
Date

ATTACHMENT C
TERMS AND CONDITIONS DATED

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the 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.

ARTICLE 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 it has made such site examination as it deems 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.

ARTICLE 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.

ARTICLE 4. SUBCONTRACTING: 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 himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

No contractor or subcontractor may be listed on a proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

ARTICLE 5. ASSIGNMENT: 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 District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it 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. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than $1,000,000 per occurrence (combined single limit) and $2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by 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 its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate Regarding workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. LABOR CODE COMPLIANCE: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars ($1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.
Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each

worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.
Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the join apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification.

The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand ($30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars ($25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within

specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. 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 its discretion to prevent the threatened loss or injury. 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

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:
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. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. 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 the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either

party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed $45,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF $375,000 OR LESS: For public work claims of $375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than $50,000 ("$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over $50,000 but less than or equal to $375,000 ("$50,000-$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for $50,000 claims or within thirty (30) days after receipt of the further documentation for $50,000-$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written

claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. 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.

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit 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.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. 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.

ARTICLE 28. 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.

ARTICLE 29. 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.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder 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.

ARTICLE 31. 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.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works 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 public works 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.

ARTICLE 34. 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 therefrom.

Contractor agrees to post job site notices prescribed by regulation Chapter 8 Calif. Code Reg. §16451(d) :

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to

enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

ARTICLE 35. 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.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. 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 or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the School 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 buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. LABOR COMPLIANCE: If the District is using funds derived from the Kindergarten-University Public Education Facilities Bond Acts of 2002, 2004 or 2006 for this Project, then the Contractor may be required to enforce the District's Labor Compliance Program ("LCP").

ARTICLE 42, DIR REGISTRATION: In accordance with Labor Code 1725.5, Contractor and Subcontractors must be registered as of the date of this Agreement.

ARTICLE 44. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 43. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds $10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 43

RGC General Engineering, Inc.
310 Davidson St
Chula Vista, CA 91910 US
(619)651-8368
info@rgcge.com

EXHIBIT A

Estimate

ADDRESS
SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173-1685

SHIP TO
SCHOOL IMPROVEMENTS VISTA DEL MAR SCHOOL 4885 DEL SOL BLVD. SAN DIEGO, CA 92154

ESTIMATE #	DATE	
2040	06/29/2022	

ACTIVITY	DESCRIPTION	RATE	QTY	AMOUNT
02 Site Work	1. REMOVE (4) PLAYGROUND SETS AT SPECIFIED LOCATIONS. HAUL AWAY FROM SCHOOL SITE. 2. INSTALL 6 TO 8 INCHES OF RECYCLED CLASS II BASE ON 2,470 SQUARE FEET. COMPACT TO INDUSTRY STANDARDS. NOTE: 2,470 SQUARE FEET LOCATED AT THE NEW 6TH GRADERS DESIGNATED AREA. 3. INSTALL 4 INCHES IN THICKNESS OF WOOD MULCH ON 2,470 SQUARE FEET. 4. SUPPLY AND INSTALL (4) SURFACE MOUNT BENCH SEATS	53,970.00	1	53,970.00
02 Site Work	5. INSTALL 6 TO 8 INCHES OF RECYCLED CLASS II BASE ON 3,325 SQUARE FEET. COMPACT TO INDUSTRY STANDARDS. 6. INSTALL 4 INCHES OF HOT ASPHALT 3/8 INCH FINE MIX DESIGN ON 3,325 SQUARE FEET, ROLL AND COMPACT TO INDSUTRY STANDARDS. 7. GRIND 1 INCH IN DEPTH X 18 INCHES IN WIDTH EXISTING VISIBLE CRACKS 1/4 INCH OR WIDER ON PLAYGROUND AREA. APPROXIMATELY 1,200 LINEAR FEET. 8. APPLY SS1H TACK BINDER EMULSION ON GRINDED ASPHALT AREAS 9. INSTALL 1 INCH THICK HOT ASPHALT OVERLAY USING 3/8 INCH FINE MIX DESIGN, ROLL AND COMPACT TO INDUSTRY STANDARDS.	63,261.50	1	63,261.50
02 Site Work	10. INSTALL (4) BASKETBALL HOOPS (POST, BACKBOARD AND RIM) AT SPECIFIED LOCATION. 11. INSTALL (8) SLEEVES AND (8) POST FOR VOLLEYBALL. 12. REMOVE EXISTING D.G. ON (2) AREAS OF 5 FEET X 5 FEET. 13. COMPACT SUBGRADE ON (2) AREAS OF 5 FEET X 5 FEET. 14. INSTALL 4 INCHES OF CONCRETE ON (2) AREAS OF 5 FEET X 5 FEET, USING 4500 PSI MIX DESIGN, STANDARD GRAY COLOR, MEDIUM BROOM FINISH.	31,740.00	1	31,740.00
02 Site Work	15. BEFORE APPLYING SEAL COAT THE ENTIRE SITE OF ASPHALT OF 38,500 SQUARE FEET SHALL BE CLEANED OF	19,400.62	1	19,400.62

ACTIVITY	DESCRIPTION	RATE	QTY	AMOUNT
	LOOSE MATERIAL DEBRIS WITH OUTPUT BLOWERS AND BROOMS. 16. APPLY (1) COAT OF SEAL ON ENTIRE SITE OF ASPHALT TOTALING 38,500 SQUARE FEET WITH HYDRAULIC AGITATION SPRAYER SYSTEM AND CUT EDGES WITH BROOMS OR SQUEEGEES. 17. RESTRIPE PER EXISTING LAYOUT: FIRE LANE, ROLL CALL NUMBERS, (2) BASKETBALL COURTS, 100 YARD DASH. 18. STRIPE NEW LAYOUT: (2) BASKETBALL COURTS AND (4) VOLLEYBALL COURTS EXCLUSION: BONDS, PERMITS, FEES, TESTING, ENGINEERING, PLANS, TRAFFIC CONTROL PLANS, NIGHT WORK, WEEKEND WORK. WORK SITE UTILITIES, EXCAVATION, WATER METER, CONCRETE REMOVALS, SUB-GRADE COMPACTION, IMPORTING/ EXPORTING FILL COMPACTION, VALVE BOX ADJUSTING, NOTIFICATIONS, HERBICIDE, BASE UNDER CONCRETE PAVERS, MISCELLANEOUS PAVING/ PARKING LOT, ROAD SLURRY TYPE I AND TYPE II, & GUARD TOP SEAL OR EQUAL ITEMS AND ANY OTHER SCOPE OF WORK THAT'S NOT MENTIONED ON THIS BID QUOTE.			

TOTAL **$168,372.12**

Accepted By

Accepted Date