

San Ysidro School District Governing Board

AGENDA

Thursday
April 16, 2020
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, 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, April 16, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (484) 909-0260 and enter the access code 485 059 342#. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Educational Services Informational
Manuela Colom, Executive Director Action

AGENDA ITEM: DISTANCE LEARNING PLAN

BACKGROUND INFORMATION:

A Distance Learning Plan was created in response to the world health crisis that has resulted from the COVID-19 pandemic. On March 13, 2020, Governor Gavin Newsom issued an Executive Order regarding the physical closure of schools by local educational agencies (LEAs) in response to the COVID-19 pandemic.

The order provides that even if schools close temporarily because of COVID-19, LEAs will continue to receive State funding for those days so that they can:

- Provide high-quality educational opportunities to students to the extent feasible through, distance learning and/or independent study;
- Provide school meals in non-congregate settings, consistent with the requirements of the California Department of Education and U.S. Department of Agriculture;
- Arrange for, to the extent practicable, supervision for students during ordinary school hours; and
- Continue to pay employees.

Along with other San Diego County schools, San Ysidro School District schools were closed beginning on March 16th. This executive order was extended on March 19th, 2020 by Governor Gavin Newsom when he issued a stay at home order to protect the health and well-being of all Californians and to establish consistency across the State in order to slow the spread of COVID19.

RECOMMENDATION:

Approve the Distance Learning Plan, created in response to the world health crisis for the remainder of the 2019-2020 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement and Goal 2: Safety, Climate and Student Engagement

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

San Ysidro Distance Learning Instructional Continuity Learning Plan



**COVID-19
March-June 2020**

Educational Services

**Manuela Colom, Executive Director of Curriculum, Instruction, and Innovation
Cynthia Monreal González, Director of Educational Services
Oscar Madera, Director of Special Education**



Instructional Continuity Learning Plan

This Distance Learning Plan was created in response to the world health crisis that has resulted from the COVID-19 pandemic. On March 13, 2020, Governor Gavin Newsom issued an Executive Order regarding the physical closure of schools by local educational agencies (LEAs) in response to the COVID-19 pandemic. The order provides that even if schools close temporarily because of COVID-19, LEAs will continue to receive state funding for those days so that they can:

- Provide high-quality educational opportunities to students to the extent feasible through, distance learning and/or independent study;
- Provide school meals in non-congregate settings, consistent with the requirements of the California Department of Education and U.S. Department of Agriculture;
- Arrange for, to the extent practicable, supervision for students during ordinary school hours; and
- Continue to pay employees.

Along with other San Diego County schools, San Ysidro schools were closed beginning on March 16th. This executive order was extended on March 19th, by Governor Gavin Newsom when he issued a stay at home order to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID19.



Instructional Continuity Learning Plan

PLANNING STAGE			
Date/Time Frame	March 9 - April 3, 2020		
Communication & Key Logistics Bargaining	Stakeholder engagement: <ul style="list-style-type: none"> Boards Labor Unions Elected officials Parents/Community 	<p style="text-align: center;">SYEA</p> <p style="text-align: center;">https://docs.google.com/document/d/12QMGI3R7DZ8clporfvgY_zxlG52Hz5KUzTZtGXi_vs4/edit</p> <p style="text-align: center;">CSEA</p> <p style="text-align: center;">https://drive.google.com/file/d/14nnoyC46A3MFhL1FISjz-w2yHbKk6kWN/view?usp=sharing</p> <p style="text-align: center;">Parent Letter</p> <p style="text-align: center;">https://www.sysdschools.org/cms/lib/CA02206824/Centricity/Domain/4/Parent%20Letter%20RE%20Continued%20Learning%20Due%20t</p> <p>Superintendent and Cabinet provide weekly Board Highlights to all elected Governing Board Members to communicate the steps the district is taking to address COVID-19 and the development and implementation of the district's distance learning program.</p> <p>Superintendent provides weekly opportunities for all Board Members to conference call/Google Meet with her for dialogue and information.</p>	
Social Emotional Supports			
Key Components	Sub-Components	Considerations	Action(s) (Assets, gaps, rationale, next steps)
Digital Content Delivery Guidances: SDCOE Covid 19 Grading	Core Materials Supplemental Materials Teacher-Developed Digital Resources	Learning management platform(s) <ul style="list-style-type: none"> Synchronous vs. Asynchronous Digital content resources Instructional Delivery (whole group, small group, interventions, etc.) Educator capability and capacity to implement/utilize Parent readiness/ support Resources/Differentiations to meet the needs of different student populations Monitoring and feedback for student learning Policies (e.g., FERPA, AUPs)	<p>Phase I of the distance learning plan was deployed the first week of school closures and includes learning opportunities for students that are posted on our district's website. All students have access to log into their grade level specific core and supplemental curriculum using the single sign on CLEVER login portal.</p> <p>Website Resources for Distance Learning: https://www.sysdschools.org/site/Default.aspx?PageID=1075</p>
Digital Devices	District-Owned Devices Personal Devices Community Devices	Learning management platform(s) <ul style="list-style-type: none"> Synchronous vs. Asynchronous Student access to digital devices Teacher access to digital devices Parent readiness/ support Resources/ differentiations to meet the needs of different student populations	<p>Chromebooks @ Home Program will begin on Thursday, April 16th for all 5th-8th grade students and TK-6 students who receive special education!</p> <p>Chromebooks@Home Parent Letter https://docs.google.com/document/d/1BXKuUbjov3tq9hzVLkz6sEsiYbqUx1Rdd6UXty_k4VM/edit</p>



Instructional Continuity Learning Plan

Internet Access	Student access to internet connection	District-Provided Home Internet Options (e.g., cable company program)	<p>A survey will be conducted by teachers to determine how many families need internet, computers or study packets</p> <p>The district will provide help for families to access internet through Cox Connect 2 Compete, as well as hot spots</p>
	Teacher access to internet connection	Home-Based Internet	
Non-Tech Options	District-Provided	Parent readiness/ support	<p><i>Weekly Study Packets</i> will be utilized to support academic growth and monitor student progress. It is strongly recommended that students engage in these learning opportunities so as to foster their continued academic progress.</p> <p style="text-align: center;">○</p> <p>Development Protocol https://docs.google.com/document/d/1XMUwTrSxGb4tEig40KLmldgYVFSXC7tBxt5oS-d6pxM/edit?usp=sharing</p>
	Site-Provided	Distribution of materials	
	Teacher-Provided	Resources/ differentiations to meet the needs of different student populations	

LAUNCH STAGE			
Date/Time Frame		April 7, 2020-June 2020	
Communication & Key Logistics <i>Bargaining</i>		Stakeholder engagement: <ul style="list-style-type: none"> Boards Labor Unions Elected officials Parents/Community 	<p style="text-align: center;">Parent Letter</p> <p style="text-align: center;">https://drive.google.com/drive/search?q=parent%20letter%20covid</p> <p style="text-align: center;">ChromeBook Deployment Letter</p> <p style="text-align: center;">https://docs.google.com/document/d/1BXKuUbjov3tq9hzVLkz6sEslYbqUx1Rdd6UXty_k4VM/edit</p>
Social Emotional Considerations/Supports			
Key Components	Sub-Components	Considerations	Action(s) (Assets, gaps, rationale, next steps)
Digital Content Delivery Synchronous -Google Classroom- Main Platform -Class DoJo -Teacher Ease Asynchronous Study Packets Guidances: SDCOE Covid 19 Grading	Core Materials ELA/ELD Elementary-Benchmark Advance/Adelante Middle School-Amplify Math K-5 McGraw- My Math 6-8 College Board Springboard	Learning management platform(s) <ul style="list-style-type: none"> Synchronous vs. Asynchronous Digital content resources Instructional Delivery (whole group, small group, interventions, etc.) Educator capability and capacity to implement/utilize Parent readiness/ support Resources/Differentiations to meet the needs of different student populations	<p>Phase II of distance learning plan will begin the week of Tuesday, April 7th. The instructional model for TK-8 will utilize core and supplemental instructional materials for English Language Arts and Mathematics. The district has developed <i>Weekly Study Packets</i> for the weeks of April 7th and April 13th. These activities will be posted on the district's website and will also be mailed to families the week of April 7th for students to work on.</p> <p>During the months of April and May the district will allow students primarily in the middle schools and upper grades to borrow Chromebooks for use at home. San Ysidro School District's <i>Chromebooks at Home Program</i> will allow students who do not have computers at home access to learn within a technology based instructional environment.</p> <p>Phase III of the distance learning plan begins on Monday, April 20th. During Phase III the <i>Weekly Study Packets</i> will continue and will be posted both on the district's website and on a classroom portal. Additionally, teachers may provide students with additional instructional guidance using Google Classroom and the communication tool, Google Meet/Hangout.</p> <p>At this time distance learning student work, such as, but not limited to the <i>Weekly Study Packets</i> will be utilized to support academic growth and monitor student progress. It is strongly recommended that students engage in these learning opportunities so as to foster their continued academic progress.</p>
	Supplemental Materials I Ready Achieve 3000 Imagine Learning Renaissance Learning	Monitoring and feedback for student learning Policies (e.g., FERPA, AUPs)	
	Teacher-Developed Digital Resources Teacher Pay Teachers		



Instructional Continuity Learning Plan

Mobile Devices	District-Owned Devices District Devices will be distributed for students in grades 5th-8th	Learning management platform(s) <ul style="list-style-type: none"> • Synchronous vs. Asynchronous Student access to digital devices	<p>Chromebooks @ Home Program will begin on Thursday, April 16th for all 5th-8th grade students and TK-6 students who receive special education!</p> <ol style="list-style-type: none"> 1. Sign Chromebooks @ Home Agreement https://docs.google.com/document/d/1LDSXMwuMFRuLIGfE_SgBmAizXTCbcnEJuXA_msMgAA/edit 2. Read Board Policy 6163.4 Student Use of Technology https://docs.google.com/document/d/156btNpmr43-qRLEHGDbJtr7Vrdt0fP3g8olpzjT-U4/edit?ts=5e9131fe 3. Sign (Parent & Student) Board Exhibit 6163.4 Student Use of Technology https://docs.google.com/document/d/1AVElcpPzKfp4blllc8mGjU7ROMNaxPyXNAg97fu7NW/edit?ts=5e90bdaa 4. Complete Cox Connect 2 Compete Internet Application (<i>optional</i>)
	Personal Devices Students will use personal devices following the Acceptable Use of Technology Guidelines	Teacher access to digital devices Parent readiness/ support Resources/ differentiations to meet the needs of different student populations	
	Community Devices		
Internet Access	Student access to internet connection	District-Provided Home Internet Options (e.g., cable company program)	<p>A survey will be conducted by teachers to determine how many families need internet, computers or study packets</p> <p>The district will provide help for families to access internet through Cox Connect 2 Compete, as well as hot spots</p>
	Teacher access to internet connection	Home-Based Internet	
Non-Tech Options	District-Provided	Parent readiness/ support Distribution of materials	<p><i>Weekly Study Packets</i> will be utilized to support academic growth and monitor student progress. It is strongly recommended that students engage in these learning opportunities so as to foster their continued academic progress.</p> <p>Weekly Study Packet</p> <ol style="list-style-type: none"> 1. Schedule: <ul style="list-style-type: none"> • Weeks 1-2 (April 6-April 24, 2020) <ul style="list-style-type: none"> ○ Posted on District Website ○ Mailed out to every student in the district • April 20-June 2020 <ul style="list-style-type: none"> ○ Posted on District Website ○ Mailed out to students by parent request 2. Development Protocol https://docs.google.com/document/d/1XMUwTrSxGb4tEig40KLmldgYVFSXC7tBxt5oS-d6pxM/edit?usp=sharing
	Site-Provided	Resources/ differentiations to meet the needs of different student populations	
	Teacher-Provided		

RESOURCES

[SDCOE Covid-19 website](#)
[For Administrators](#)
[For Educators](#)
 Additional [Key Actions-Guiding Questions](#)
[Resolution-Modifying Graduation-Promotion Requirements](#)
[Collective Bargaining Guidance](#)
 California Department of Education: [Distance Learning](#)
 College Board: [Advanced Placement Resources](#)
[Miami-Dade Instructional Continuity Plan](#)
[Mental Health Resources](#)
 Riverside County Office of Education: [Remote Learning Guide](#)
[ISTE Standards for Educators](#)
[ISTE Standards for Students](#)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Educational Services Informational
Manuela Colom, Executive Director Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – APRIL 2020

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 April 16, 2020 Board meeting:

- School Bonds 101, Online Course at Point Loma Nazarene University – Participants: Citizens' Bond Oversight Committee Members and Amber Elliott
- University of Georgia Professional Interpreter in Special Education: Help Schools Build Trust With Parents of Special Education Children - Online Course - Participant: Elmy Flores

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 (see attached list) to the different professional developments, as scheduled.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

APPROXIMATE COST

\$4,110.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PROFESSIONAL DEVELOPMENT**ITEM 12C.2**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Citizens' Bond Oversight Committee Members (7), Amber Elliott	School Bonds 101 Point Loma Nazarene University	Online Course	May/June 2020	\$3,411.00	General Fund
Elmy Flores	University of Georgia Professional Interpreter in Special Education: Help Schools Build Trust With Parents of Special Education Children	Online Course	April/June 2020	\$699	General Fund

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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 #9 (February 25, 2020 through March 26, 2020): ▪ General Fund: 0000006151-0000006155, 0000006158-0000006184, 0000006186-0000006216, 0000006218-0000006222 ▪ Child Development Fund: 0000006185, 0000006217 ▪ Capital Facilities Fund: 0000006156-0000006157.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period February 25, 2020 through March 26, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

Varies

(Amount)

As listed above

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PURCHASING REPORT (02/25/20 - 03/26/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/25/2020	000006151	000000113	ACADEMIC BRAG TAGS	INSTRUCTIONAL SUPPLIES	0100	0000001	4300333	020	\$ 870.47
2/26/2020	000006152	001793	CABE	REGISTRATION FEES	0100	3010000	5200003	061	\$ 10,690.00
2/26/2020	000006153	0000000710	JAMES PARKER	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 1,080.00
2/26/2020	000006154	004627	SAFETY-KLEEN SYSTEMS, INC.	MECHANIC SUPPLIES	0100	0982000	4300060	074	\$ 4,000.00
2/26/2020	000006155	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	022	\$ 618.99
2/28/2020	000006158	000538	UC REGENTS	ADMISSION	0100	0300020	5800050	020	\$ 517.50
3/3/2020	000006159	004075	SOUTHPAW ENTERPRISES	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 543.22
3/3/2020	000006160	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	\$ 45.19
3/3/2020	000006161	003856	SUPER DUPER PUBLICATION	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 311.24
3/3/2020	000006162	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 1,838.92
3/3/2020	000006163	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	0000000	4400000	022	\$ 2,152.85
3/3/2020	000006164	000058	DEMCO INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 295.02
3/3/2020	000006165	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 1,337.39
3/3/2020	000006166	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	9320000		\$ 5,349.57
3/3/2020	000006167	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	\$ 1,114.88
3/3/2020	000006168	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0982000	4300011	074	\$ 116.60
3/3/2020	000006169	004797	KOMPAN, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,921.07
3/3/2020	000006170	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 1,101.47
3/3/2020	000006171	000136	WAXIE SANITARY SUPPLY	CONTRACTED SERVICES	0100	0000000	4300020	069	\$ 2,300.52
3/3/2020	000006172	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	0000000	5800006	067	\$ 25,761.33
3/3/2020	000006173	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 597.46
3/3/2020	000006174	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	\$ 219.53
3/4/2020	000006175	0000000267	MANO A MANO FOUNDATION	PROFESSIONAL SERVICES	0100	3010004	5800010	020	\$ 4,000.00
3/4/2020	000006176	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	022	\$ 566.32
3/5/2020	000006177	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 19.38
3/6/2020	000006178	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 70.03
3/6/2020	000006179	0000000720	LEARNING WITHOUT TEARS	REGISTRATION FEE	0100	3010000	5800010	024	\$ 1,050.00
3/9/2020	000006180	001725	SPINITAR/PRESENTATION PRODUCTS	OFFICE SUPPLIES	0100	0000000	4300011	024	\$ 646.18
3/9/2020	000006181	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	0000000	5200003	071	\$ 2,640.00
3/9/2020	000006182	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 1,372.64
3/9/2020	000006183	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	6300000	4100000	061	\$ 426.70
3/9/2020	000006184	004678	AMAZON.COM, INC.	INSTRUCTIONAL/MEDICAL SUPPLIES	0100	0000000	4300010	025	\$ 306.61
3/9/2020	000006186	004634	J&B MATERIALS	OFFICE SUPPLIES	0100	0000000	4300000	016	\$ 815.48
3/9/2020	000006187	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	025	\$ 6,578.67
3/9/2020	000006188	002187	APPLE INC	INSTRUCTIONAL EQUIPMENT	0100	5640000	4300001	054	\$ 8,084.60
3/9/2020	000006189	0000000606	KEYGUARD ASSISTIVE TECHNOLOGY	INSTRUCTIONAL SUPPLIES	0100	6500200	4300001	054	\$ 130.87
3/9/2020	000006190	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	018	\$ 98.40
3/9/2020	000006191	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0982000	4300060	074	\$ 119.37
3/9/2020	000006192	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	020	\$ 400.00
3/9/2020	000006193	004075	SOUTHPAW ENTERPRISES	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 942.82
3/9/2020	000006194	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	014	\$ 3,353.09
3/9/2020	000006195	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3010004	4300001	014	\$ 37.20
3/9/2020	000006196	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	020	\$ 123.64

PURCHASING REPORT (02/25/20 - 03/26/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
3/9/2020	000006197	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 937.56
3/9/2020	000006198	004164	N2Y INC	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 411.78
3/9/2020	000006199	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 59.21
3/10/2020	000006200	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 663.11
3/10/2020	000006201	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	\$ 907.50
3/10/2020	000006202	000000726	U.S. SCHOOL SUPPLY INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 221.43
3/10/2020	000006203	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 194.96
3/10/2020	000006204	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 61.00
3/11/2020	000006205	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	016	\$ 516.77
3/11/2020	000006206	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	\$ 226.47
3/11/2020	000006207	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 797.22
3/11/2020	000006208	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 1,615.71
3/12/2020	000006209	0000000393	NAUMANN HOBBS MATERIAL	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 1,383.67
3/13/2020	000006210	0000000505	ACCO BRANDS USA LLC	CONTRACTED SERVICES	0100	0000000	4300001	024	\$ 200.00
3/16/2020	000006211	004678	AMAZON.COM, INC.	OFFICE SUPPLIES - COVID-19	0100	0000019	4300000	070	\$ 1,000.00
3/16/2020	000006212	000983	CASBO	REGISTRATION FEES	0100	0000000	5200003	071	\$ 240.00
3/16/2020	000006213	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 895.64
3/17/2020	000006214	0000000724	BorderLAN, Inc.	CONTRACTED SERVICES	0100	0000000	5800006	067	\$ 22,097.01
3/17/2020	000006215	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 22,010.30
3/24/2020	000006216	0000000724	BorderLAN, Inc.	CONTRACTED SERVICES	0100	0000000	5800006	067	\$ 6,204.00
3/26/2020	000006218	003377	SOUTHWEST SCHOOL & OFFICE	MEDICAL SUPPLIES	0100	0000019	4300000	070	\$ 2,289.69
3/26/2020	000006219	0000000267	MANO A MANO FOUNDATION	PROFESSIONAL SERVICES	0100	3010000	5800010	018	\$ 4,000.00
3/26/2020	000006220	0000000634	CONSTANT CONTACT, INC.	DUES & MEMBERSHIPS	0100	0000000	5300000	064	\$ 1,050.00
3/26/2020	000006221	0000000641	DFS FLOORING LP	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 21,111.59
3/26/2020	000006222	0000000068	P.I.P.S.	CONTRACTED SERVICES	0100	0000000	5450000	071	\$ 15,000.00
Total for 0100									\$ 199,659.84
3/9/2020	000006185	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	1200	9024000	4300001	076	\$ 1,926.03
3/24/2020	000006217	003507	DEPARTMENT OF SOCIAL SERVICES	LICENSE FEES	1200	6105000	5800006	076	\$ 1,815.00
Total for 1200									\$ 3,741.03
2/28/2020	000006156	0000000030	DEPARTMENT OF GENERAL SERVICES	PROFESSIONAL SERVICES	2518	9010000	6200003	025	\$ 278.80
2/28/2020	000006157	0000000030	DEPARTMENT OF GENERAL SERVICES	PROFESSIONAL SERVICES	2518	9010000	6200003	024	\$ 5,117.00
Total for 2518									\$ 5,395.80
Grand Total									\$ 208,796.67

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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 February 28, 2020 through March 26, 2020 with checks #14-654394 through #14-663691 for a total expenditure of \$506,669.04 from the following sources:

General Fund - \$492,275.52
Child Nutrition- \$2,151.21
Child Development-\$6,846.51
Facilities Fund-\$5,395.80

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of February 28, 2020 through March 26, 2020 for a total expenditure of \$506,669.04.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

\$506,669.04

(Amount)

Various (see above)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report
2/28/20-03/27/20

Warrant ID	Payee	Payment Date	Total Warrant Amou	Fund	Description
14654395	JAMES PARKER	2/28/2020	\$ 1,080.00	0100	CONTRACTED SERVICES
14654396	VALLEY INDUSTRIAL SPECIALTIES	2/28/2020	\$ 724.40	0100	MAINTENANCE SUPPLIES
14654397	SOUTHWEST SCHOOL & OFFICE	2/28/2020	\$ 1,137.84	0100	INSTRUCTIONAL SUPPLIES
14654952	CORODATA RECORDS MANAGEMENT, INC.	3/2/2020	\$ 147.68	0100	CONTRACTED SERVICES
14654953	VECTOR USA	3/2/2020	\$ 9,222.26	0100	PROFESSIONAL SERVICES
14654954	BIJAN ZELLI	3/2/2020	\$ 20.70	0100	MILEAGE
14654955	CSM CONSULTING INC.	3/2/2020	\$ 1,500.00	0100	CONTRACTED SERVICES
14654956	XEROX FINANCIAL SERVICES	3/2/2020	\$ 9,274.25	0100	PROFESSIONAL SERVICES
14654957	CAPITOL ADVISORS GROUP, LLC	3/2/2020	\$ 2,000.00	0100	PROFESSIONAL SERVICES
14654958	UTILITY TRAILER SALES OF SOUTHERN	3/2/2020	\$ 386.91	0100	MAINTENANCE SUPPLIES
14654959	WALSH & ASSOCIATES, APC	3/2/2020	\$ 936.60	0100	LEGAL SERVICES
14654960	PARKHOUSE TIRE INC	3/2/2020	\$ 1,540.34	0100	GROUNDS SUPPLIES
14654961	RIVERSIDE ASSESSMENTS, LLC	3/2/2020	\$ 2,471.96	0100	INSTRUCTIONAL SUPPLIES
14654962	BEAR COMMUNICATIONS, INC.	3/2/2020	\$ 1,117.91	0100	OFFICE SUPPLIES
14654963	DEMCO INC.	3/2/2020	\$ 339.59	0100	INSTRUCTIONAL SUPPLIES
14654964	LAKESHORE	3/2/2020	\$ 1,569.71	0100	INSTRUCTIONAL SUPPLIES
14654965	GRAINGER	3/2/2020	\$ 877.99	0100	MAINTENANCE SUPPLIES
14654966	DUNN-EDWARDS CORP.	3/2/2020	\$ 378.01	0100	MAINTENANCE SUPPLIES
14654967	SCHOOL SERVICES OF CALIFORNIA	3/2/2020	\$ 1,500.00	0100	REGISTRATION FEES
14654968	REFRIGERATION SUPPLIES	3/2/2020	\$ 4,502.96	0100	MAINTENANCE SUPPLIES
14654969	OFFICE DEPOT	3/2/2020	\$ 7,837.38	0100	INSTRUCTIONAL SUPPLIES
14654970	POSITIVE PROMOTIONS	3/2/2020	\$ 1,242.53	0100	OFFICE SUPPLIES
14654971	GOPHER SPORT	3/2/2020	\$ 1,538.02	0100	INSTRUCTIONAL SUPPLIES
14654972	WILLIAM V. MAC GILL & CO.	3/2/2020	\$ 781.58	0100	MEDICAL SUPPLIES
14654973	STAPLES, INC.	3/2/2020	\$ 55.80	0100	OFFICE SUPPLIES
14654974	WILLY'S ELECTRONIC SUPPLY CO.	3/2/2020	\$ 161.20	0100	MAINTENANCE SUPPLIES
14654975	NAPA AUTO AND TRUCK PARTS	3/2/2020	\$ 93.85	0100	TRANSPORTATION SUPPLIES
14654976	I B TROPHIES & AWARDS	3/2/2020	\$ 59.62	0100	OFFICE SUPPLIES
14654977	BENCHMARK EDUCATION COMPANY	3/2/2020	\$ 582.85	0100	INSTRUCTIONAL SUPPLIES
14654978	CALIFORNIA ELECTRIC SUPPLY	3/2/2020	\$ 4,644.52	0100	MAINTENANCE SUPPLIES
14654979	FLEETWASH INC	3/2/2020	\$ 133.33	0100	CONTRACTED SERVICES
14654980	CORTES TOWING	3/2/2020	\$ 440.00	0100	CONTRACTED SERVICES
14654981	FEDEX	3/2/2020	\$ 62.61	0100	POSTAGE FEES
14654982	VALLEY TRACTOR & EQUIPMENT	3/2/2020	\$ 1,170.29	0100	MAINTENANCE SUPPLIES
14654983	ZENAIDA R. ROSARIO	3/2/2020	\$ 198.71	0100	REIMBURSEMENT
14654984	SAN DIEGO COUNTY SUPERINTENDEN	3/2/2020	\$ 25.00	0100	REGISTRATION FEES
14654985	WESTERN GRAPHIX	3/2/2020	\$ 276.80	0100	OFFICE SUPPLIES
14654986	BI'S RENTALS, INC.	3/2/2020	\$ 54.34	0100	RENTAL OF EQUIPMENT
14654987	SAN YSIDRO SCHOOL DISTRICT	3/2/2020	\$ 2,801.84	0100	PCARD REPLENISH
14654989	BATTERY SYSTEMS	3/2/2020	\$ 293.71	0100	GROUNDS SUPPLIES
14654990	TEAMTALK NETWORK	3/2/2020	\$ 397.80	0100	CONTRACTED SERVICES
14654991	ANYTIME SIGN SOLUTION, INC	3/2/2020	\$ 48.94	0100	MAINTENANCE SUPPLIES
14654992	OPTIMUM FLOORCARE	3/2/2020	\$ 766.28	0100	CUSTODIAL SUPPLIES
14654993	RUSSELL SIGLER, INC	3/2/2020	\$ 580.99	0100	MAINTENANCE SUPPLIES
14654994	PRO POWER	3/2/2020	\$ 600.97	0100	GROUNDS SUPPLIES

Expenditure Report
2/28/20-03/27/20

Warrant ID	Payee	Payment Date	Total Warrant Amount	Fund	Description
14654995	CENGAGE LEARNING	3/2/2020	\$ 603.09	0100	INSTRUCTIONAL SUPPLIES
14654996	TRANE U.S. INC	3/2/2020	\$ 145.47	0100	MAINTENANCE SUPPLIES
14654997	MPC ELECTRONICS INC	3/2/2020	\$ 65.21	0100	TECHNOLOGY SUPPLIES
14654998	SIR SPEEDY PRINTING 02890	3/2/2020	\$ 242.45	0100	OFFICE SUPPLIES
14654999	THE SHERWIN-WILLIAMS CO.	3/2/2020	\$ 52.57	0100	MAINTENANCE SUPPLIES
14655000	SPARKLETTES	3/2/2020	\$ 297.93	0100	REFRESHMENT
14655497	HAMEL INTERIORS INC.	3/3/2020	\$ 10,922.48	0100	OFFICE FURNITURE
14655498	UC REGENTS	3/3/2020	\$ 517.50	0100	ADMISSION
14656113	P.I.P.S.	3/4/2020	\$ 77,751.66	0100	PROFESSIONAL SERVICES
14656114	ARDOR HEALTH SOLUTIONS	3/4/2020	\$ 7,752.00	0100	PROFESSIONAL SERVICES
14656115	GARY SNEAG O.D. OPTOMETRIC CORP	3/4/2020	\$ 500.00	0100	PROFESSIONAL SERVICES
14656116	WAXIE SANITARY SUPPLY	3/4/2020	\$ 10,012.26	0100	CUSTODIAL SUPPLIES
14656117	SCHOOL SPECIALTY	3/4/2020	\$ 241.01	0100	INSTRUCTIONAL SUPPLIES
14656118	EWING IRRIGATION	3/4/2020	\$ 1,759.35	0100	GROUPS SUPPLIES
14656119	BEST BUY	3/4/2020	\$ 1,922.59	0100	INSTRUCTIONAL SUPPLIES
14656120	STAFF REHAB	3/4/2020	\$ 266.00	0100	PROFESSIONAL SERVICES
14656121	AMAZON.COM, INC.	3/4/2020	\$ 27,629.23	0100	INSTRUCTIONAL SUPPLIES
14656124	SAN DIEGO CENTER FOR CHILDREN	3/4/2020	\$ 8,316.28	0100	PROFESSIONAL SERVICES
14656125	ABA EDUCATION FOUNDATION	3/4/2020	\$ 819.00	0100	PROFESSIONAL SERVICES
14656800	PARADIGM HEALTHCARE SERVICES	3/5/2020	\$ 8,505.00	0100	PROFESSIONAL SERVICES
14656801	HOME DEPOT	3/5/2020	\$ 2,295.54	0100	CUSTODIAL SUPPLIES
14656802	SAN DIEGO COUNTY	3/5/2020	\$ 249.00	0100	REGISTRATION FEES
14656803	GOPHER SPORT	3/5/2020	\$ 7,900.38	0100	INSTRUCTIONAL SUPPLIES
14656804	REPUBLIC SERVICES	3/5/2020	\$ 15,481.26	0100	CONTRACTED SERVICES
14656805	ANIXTER INC	3/5/2020	\$ 1,142.01	0100	MAINTENANCE SUPPLIES
14656806	SMART & FINAL	3/5/2020	\$ 566.82	0100	INSTRUCTIONAL SUPPLIES
14656807	SUPER DUPER PUBLICATION	3/5/2020	\$ 86.20	0100	INSTRUCTIONAL SUPPLIES
14656808	EDUPOINT EDUCATIONAL SYSTEMS	3/5/2020	\$ 31,971.33	0100	CONTRACTED SERVICES
14656809	GALLAGHER BENEFIT SERVICES, INC	3/5/2020	\$ 444.55	0100	PROFESSIONAL SERVICES
14656810	THE MARKETBOARD PEOPLE	3/5/2020	\$ 750.00	0100	INSTRUCTIONAL SUPPLIES
14657391	BULK BOOKSTORE	3/6/2020	\$ 386.94	0100	INSTRUCTIONAL SUPPLIES
14658025	SAN DIEGO GAS & ELECTRIC	3/9/2020	\$ 2,562.93	0100	CONTRACTED SERVICES
14658602	AARDVARK ANT & PEST CONTROL INC.	3/10/2020	\$ 115.00	0100	CONTRACTED SERVICES
14658603	FLYERS ENERGY	3/10/2020	\$ 3,177.86	0100	BUSES FUEL
14658604	XEROX CORPORATION	3/10/2020	\$ 4,910.46	0100	MAINTENANCE AGREEMENT
14659407	VECTOR USA	3/11/2020	\$ 9,222.26	0100	PROFESSIONAL SERVICES
14659408	MAXIM HEALTHCARE SERVICES, INC	3/11/2020	\$ 13,390.00	0100	PROFESSIONAL SERVICES
14659409	AMPLIFIED IT, LLC	3/11/2020	\$ 10,549.00	0100	CONTRACTED SERVICES
14659410	CAPITOL ADVISORS GROUP, LLC	3/11/2020	\$ 2,000.00	0100	PROFESSIONAL SERVICES
14659411	CROSS COUNTRY STAFFING, INC.	3/11/2020	\$ 400.00	0100	CONTRACTED SERVICES
14659412	PARADIGM HEALTHCARE SERVICES	3/11/2020	\$ 500.00	0100	PROFESSIONAL SERVICES
14659413	CURRICULUM ASSOC. INC.	3/11/2020	\$ 5,639.49	0100	INSTRUCTIONAL SUPPLIES
14659414	THE MASTER TEACHER	3/11/2020	\$ 71.25	0100	OFFICE SUPPLIES
14659415	WESTERN PSYCHOLOGICAL SERVICES	3/11/2020	\$ 2,294.07	0100	INSTRUCTIONAL SUPPLIES
14659416	SPRINT	3/11/2020	\$ 3,790.46	0100	CONTRACTED SERVICES

Expenditure Report
2/28/20-03/27/20

Warrant ID	Payee	Payment Date	Total Warrant Amou	Fund	Description
14659417	ROYAL LINES	3/11/2020	\$ 3,460.80	0100	CONTRACTED SERVICES
14659419	PITNEY BOWES	3/11/2020	\$ 382.50	0100	CONTRACTED SERVICES
14659420	SPINITAR/PRESENTATION PRODUCTS	3/11/2020	\$ 5,461.74	0100	INSTRUCTIONAL SUPPLIES
14659421	ASELTINE SCHOOL	3/11/2020	\$ 6,173.84	0100	PROFESSIONAL SERVICES
14659422	PEARSON	3/11/2020	\$ 1,768.34	0100	INSTRUCTIONAL SUPPLIES
14659423	STANLEY CONVERGENT SECURITY	3/11/2020	\$ 1,101.47	0100	CONTRACTED SERVICES
14660081	IRENE E LOPEZ	3/12/2020	\$ 45.00	0100	REIMBURSEMENT
14660082	MARTA RODRIGUEZ DE TORRES	3/12/2020	\$ 32.09	0100	REIMBURSEMENT
14660083	CRISTINA D'OLEIRE	3/12/2020	\$ 41.07	0100	REIMBURSEMENT
14660084	OMAR CALLEROS	3/12/2020	\$ 15.00	0100	REIMBURSEMENT
14660085	TODD LEWIS	3/12/2020	\$ 30.00	0100	REIMBURSEMENT
14660086	JANELL WRIGHT	3/12/2020	\$ 20.41	0100	REIMBURSEMENT
14660087	SARAH WATSON	3/12/2020	\$ 17.23	0100	REIMBURSEMENT
14660088	JOSEFINA VILLEGAS	3/12/2020	\$ 115.00	0100	MILEAGE
14660089	KARINA VICTORINO	3/12/2020	\$ 133.06	0100	MILEAGE
14660090	PAULO AZEVEDO	3/12/2020	\$ 59.80	0100	REIMBURSEMENT
14660091	ALMA LAURA ENGLISH	3/12/2020	\$ 231.60	0100	REIMBURSEMENT
14660092	CARLY HALE	3/12/2020	\$ 22.68	0100	MILEAGE
14660093	CONSUELO CARRANZA	3/12/2020	\$ 224.06	0100	REIMBURSEMENT
14660094	SCHOLASTIC , INC	3/12/2020	\$ 907.50	0100	INSTRUCTIONAL SUPPLIES
14660095	PENSKE TRUCK LEASING	3/12/2020	\$ 255.12	0100	CONTRACTED SERVICES
14660096	ROMEO DIACOSTA	3/12/2020	\$ 29.85	0100	MILEAGE
14660097	SAN YSIDRO SCHOOL DISTRICT	3/12/2020	\$ 864.75	0100	RCF REPLENISH
14660738	LEAVING THE VILLAGE LLC	3/13/2020	\$ 290.00	0100	REGISTRATION FEES
14660739	DION INTERNATIONAL TRUCK INC.	3/13/2020	\$ 3,775.63	0100	CONTRACTED SERVICES
14660740	LETICIA LEMOS	3/13/2020	\$ 25.11	0100	MILEAGE
14660741	ELVA DE BACA	3/13/2020	\$ 23.37	0100	MILEAGE
14662265	CYNTHIA M. GONZALEZ	3/23/2020	\$ 253.42	0100	REIMBURSEMENT
14662266	LYDIA CORONA	3/23/2020	\$ 834.64	0100	GARNISHMENT REFUND
14662267	YOLANDA OLSZEWSKI	3/23/2020	\$ 57.77	0100	REIMBURSEMENT
14662268	NIRVANA BUSTOS	3/23/2020	\$ 65.67	0100	MILEAGE
14663678	MRC SMART TECHNOLOGY SOLUTIONS	3/26/2020	\$ 9,149.08	0100	MAINTENANCE AGREEMENT
14663679	NAUMANN HOBBS MATERIAL	3/26/2020	\$ 1,383.67	0100	CONTRACTED SERVICES
14663680	DECLUES, BURKETT & THOMPSON, APC	3/26/2020	\$ 9,301.65	0100	LEGAL FEES
14663681	WALSH & ASSOCIATES, APC	3/26/2020	\$ 2,883.40	0100	LEGAL SERVICES
14663682	WAXIE SANITARY SUPPLY	3/26/2020	\$ 9,675.70	0100	CUSTODIAL SUPPLIES
14663683	GENERAL BINDING CORPORATION	3/26/2020	\$ 387.77	0100	LIBRARY SUPPLIES
14663684	CASBO	3/26/2020	\$ 180.00	0100	REGISTRATION FEES
14663685	PENSKE TRUCK LEASING	3/26/2020	\$ 421.69	0100	CONTRACTED SERVICES
14663686	KONE INC	3/26/2020	\$ 895.64	0100	CONTRACTED SERVICES
14663687	WILLY'S ELECTRONIC SUPPLY CO.	3/26/2020	\$ 82.09	0100	MAINTENANCE SUPPLIES
14663688	YMCA OF SAN DIEGO COUNTY	3/26/2020	\$ 76,473.36	0100	PROFESSIONAL SERVICES
14663690	SAFETY-KLEEN SYSTEMS, INC.	3/26/2020	\$ 2,959.39	0100	MECHANIC SUPPLIES
14663691	AMAZON.COM, INC.	3/26/2020	\$ 7,967.60	0100	INSTRUCTIONAL SUPPLIES
Total Fund 01			\$ 492,275.52		
14659418	ORIENTAL TRADING COMPANY, INC.	3/11/2020	\$ 2,222.11	1200	INSTRUCTIONAL SUPPLIES
14663689	SOUTHWEST SCHOOL & OFFICE	3/26/2020	\$ 4,624.40	1200	INSTRUCTIONAL SUPPLIES
Total Fund 12			\$ 6,846.51		
14654394	EL POLLO GRILL INC	2/28/2020	\$ 159.17	1300	CAFETERIA CATERING
14654988	LITTLE CAESARS PIZZA	3/2/2020	\$ 1,744.18	1300	CAFETERIA FOOD
14659424	AMAZON.COM, INC.	3/11/2020	\$ 247.86	1300	CAFETERIA SUPPLIES
Total Fund 13			\$ 2,151.21		
14654951	DEPARTMENT OF GENERAL SERVICES	3/2/2020	\$ 5,117.00	2518	PROFESSIONAL SERVICES
14655496	DEPARTMENT OF GENERAL SERVICES	3/3/2020	\$ 278.80	2518	PROFESSIONAL SERVICES
Total Fund 2518			\$ 5,395.80		
Grand Total			\$ 506,669.04		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

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

The District would like to accept and thank the organizations and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:

Accept donations valued at \$130.59 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

DONATIONS
\$130.59

(Amount)

Cash/Checks Only
Donations Account

(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: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2019-20

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 January 1, 2020 to March 31, 2020, 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 third quarter from January 1, 2020 to March 31, 2020 of the 2019-20 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?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES IN SUPPORT OF THE SAN YSIDRO DOMESTIC VIOLENCE PREVENTION COLLABORATIVE (SYDVPC)

BACKGROUND INFORMATION:

South Bay Community Services will work in collaboration with the San Ysidro School District and other stakeholders to ensure that San Ysidro is a community in which everyone can thrive, free from violence in their home and their intimate personal relationships. The District will participate as part of a multi-sector alliance that brings together providers in the areas of domestic violence, healthcare, affordable housing developers, community and faith-based groups, businesses, schools, law enforcement, governmental entities, artists groups, and victims/survivors to work together to identify and address the complex, interconnected personal, familial, and systemic causes of domestic violence.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding with South Bay Community Services in support of the San Ysidro Domestic Violence Prevention Collaborative from December 2019 to December 2021 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement ~ All students will be educated in positive environments that are welcoming, safe, and drug-free.

Renewal New Amendment Ratify Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



MEMORANDUM OF UNDERSTANDING

In support of the San Ysidro Domestic Violence Prevention Collaborative (SYDVPC), this document represents a collaboration between South Bay Community Services (SBCS) and San Ysidro School District. SBCS will work in collaboration with San Ysidro School District and other stakeholders to ensure that San Ysidro is a community in which everyone can thrive, free from violence in their home and their intimate personal relationships. San Ysidro School District will participate as part of a multi-sector alliance that brings together domestic violence providers, healthcare providers, affordable housing developers, community and faith-based groups, businesses, schools, law enforcement, governmental entities, artists groups, and victims/survivors to work together to identify and address the complex, interconnected personal, familial, and systemic causes of domestic violence.

I. Provisions

South Bay Community Services agrees to:

- a. Act as lead agency for the administration of the collaborative project;
- b. Guide the collaborative efforts and strategies to achieve the mission and vision;
- c. Recruit and convene partners;
- d. Coordinate and facilitate meetings;
- e. Support communication;
- f. Facilitate the development of an advisory group made up of SYDVPC members and partners that represent diverse sectors;
- g. Provide an Orientation to the SYDVPC to all new members;
- h. Oversee data gathering, progress toward objectives, and reporting; and
- i. Facilitate linkages, cross-referrals, and collaboration between existing programs and the project.

San Ysidro School District agrees to:

- a. Participate in SYDVPC collaborative meetings as scheduled;
- b. Help identify common goals and objectives and guide the collaborative in achieving them;
- c. Participate in establishing the collaborative structure, governance, and decision-making processes;
- d. Participate in smaller work groups as needed that focus on specific sectors or implementing specific prevention strategies, as determined during the planning process;
- e. Participate in prevention events and resource fairs as planned and calendared by the collaborative; and
- f. Nurture and support prevention strategies for a multi-pronged approach leading to improved health, safety, and overall well-being for all residing in San Ysidro

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 December 1, 2019 through December 31, 2021.

III. 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.

IV. Execution of Agreement

The parties have executed this Agreement as set forth below.

South Bay Community Services 430 F Street
Chula Vista, CA 91910

Kathryn Lembo, President and CEO Date: _____

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

_____ Date: _____
Marilyn Adrianzen, Chief Business Official

Board Approved:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

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

Informational
 Action

AGENDA ITEM: CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT -
AMENDMENT NO. 2

BACKGROUND INFORMATION

The California State Department of Education has amended the Preschool & Child Development contract CSPP-9470 for fiscal year 2019-20.

This amendment is to include language related to the San Diego County Pilot Plan. The Maximum Reimbursable Amount was increased from \$1,388,213.00 to \$1,415,291.00. The Maximum Rate per child day of enrollment was also amended from \$49.73 to \$50.70.

RECOMMENDATION:

Approve Amendment No. 2 to the California State Department of Education Contract No. CSPP-9470 for the Preschool & Child Development Programs fiscal year 2019-2020 adding contract language to include the San Diego County Pilot Plan as approved by the California Department of Education and increasing the maximum reimbursable amounts from \$1,388,213.00 to \$1,415,291.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

Amendment 02

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Pilot Rate Change from \$49.85 to \$50.70 and MRA Change

DATE: July 01, 2019

CONTRACT NUMBER: CSP-9470

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 37-06837-00-9

CONTRACTOR'S NAME: SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2019 designated as number CSPP-9470 and Amendment #01 (Budget Act/Rate Change/Add Pilot Language) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,388,213.00 and inserting \$1,415,291.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$49.73 and inserting \$50.70 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 27,915.0. (No Change)

Minimum Days of Operation (MDO) Requirement shall be 180. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Gina A. Potter, Superintendent				
TITLE Contract Manager		ADDRESS 4350 Otay Mesa Road, San Ysidro, CA 92173				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 27,078	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,388,213	(OPTIONAL USE) 0656 23038-6837					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,415,291	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019			FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM
GRANT AWARD FOR 2019-20 – AMENDMENT NO. 2

BACKGROUND INFORMATION:

Since 1987, the California Department of Education (CDE) has administered Federal McKinney-Vento Homeless Assistance Act program funds. These funds are used to provide grants to facilitate the identification, enrollment, attendance, and success in school for homeless children and youth.

The District was awarded the 3-year Education for Homeless Children and Youth (EHCY) Program Grant. Based on receipt of Federal allocations for the EHCY Grant Program, the CDE will issue a new grant award each fiscal year for each of the three years. These funds will be used to provide supplemental services for our homeless children and youth.

Amendment No. 2 – Extends the grant timeline to September 30, 2020. All other terms & conditions remain the same.

RECOMMENDATION:

Accept the Grant Award Amendment No. 2 from the Education for Homeless Children and Youth Program to provide supplemental services for District’s homeless children and youth. The grant timeline has been extended to September 30, 2020 for fiscal year 2019-20.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Climate, Safety and Student Engagement – Action: 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

Revenue
\$125,000.00
(Amount)

EHCY Grant Award
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Grant Award Notification

ORIGINAL

GRANTEE NAME AND ADDRESS San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	19	14332	68379	00
Attention Gina Potter, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office San Ysidro Elementary	Resource Code	Revenue Object Code	37	
Telephone 619-428-4476	5630	8290	INDEX	

Name of Grant Program Education for Homeless Children and Youth	0510
---------------------------------------------------------------------------	------

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$125,000		\$125,000	2	7/1/2019	9/30/2020

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.196A	S196A190005	Education for Homeless Children and Youth	U.S. Department of Education

This is to inform you that the award for the Education for Homeless Children and Youth Program has been amended to extend the grant timeline.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) within 10 days to:

Shoshannah Fuentes, Associate Governmental Program Analyst
 Integrated Student Support and Programs Office
 California Department of Education
 1430 N Street, Suite 6208
 Sacramento, CA 95814-5901

California Department of Education Contact Shoshannah Fuentes <i>[Signature]</i>	Job Title Associate Governmental Program Analyst
E-mail Address sfuentes@cde.ca.gov	Telephone 916-319-0384
Signature of the State Superintendent of Public Instruction or Designee <i>[Signature]</i>	Date March 23, 2020

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
E-mail Address	Telephone
Signature <i>[Signature]</i>	Date 12D.7

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: AMENDMENT TO THE SAN DIEGO STATE RESEARCH FOUNDATION AGREEMENT FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (NCUST) PROGRAM

BACKGROUND INFORMATION:

On February 13, 2020, the Governing Board approved the agreement with San Diego State Research Foundation for the National Center for Urban School Transformation (NCUST) Program which identifies, awards, and studies urban schools around the nation in which all racial/ethnic groups of students perform (on multiple indicators) at levels higher than the overall State average. The schools NCUST awards and studies have remarkably high attendance rates and impressively low suspension rates for all the demographic groups they serve.

This amendment is to include Indemnity and Termination clauses. All other terms and conditions remain the same.

RECOMMENDATION:

Approve the amendment to the San Diego State Research Foundation Agreement for the National Center for Urban School Transformation (NCUST) program to support La Mirada Elementary and San Ysidro Middle Schools.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – All students, including English Learners will improve annually in all content areas.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

\$49,480.00

(Amount)

CSI Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

April 7, 2020

**AGREEMENT FOR PROFESSIONAL SERVICES
Amendment 1**

San Diego State University Research Foundation (Contractor)
5250 Campanile Drive
San Diego, CA 92182

**on behalf of
NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION**
5500 Campanile Drive, EBA-332
San Diego, CA 92182

Attention: Karen Jones, NCUST Director of Operations (619-594-7905)

and

San Ysidro School District (District)
4350 Otay Mesa Road
San Ysidro, CA 92173

Attention: Dr. Gina Potter, Superintendent
gina.potter@syzschools.org

NOW, THEREFORE, the Parties-agree to amend the Agreement executed on April 3, 2020 to add the following:

11. **INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

District shall defend, indemnify and hold harmless Contractor, San Diego State University, Trustees of the CSU, the State of California, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents or employees.

12. **TERMINATION.** Either Party may, by thirty (30) days written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. Contractor shall be entitled to payment of allowable and any uncancellable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

April 7, 2020

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

- DISTRICT-

SAN YSIDRO SCHOOL DISTRICT

BY: _____

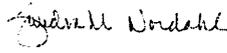
(PRINT NAME)

TITLE: _____

Dated: _____

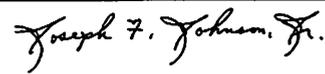
-CONTRACTOR-

**SAN DIEGO STATE UNIVERSITY
RESEARCH FOUNDATION
on behalf of
NATIONAL CENTER FOR URBAN
SCHOOL TRANSFORMATION**

BY: _____
 Digitally signed by Sandra M. Nordahl, CRA
Date: 2020.04.07 16:09:55 -07'00'

Sandra M. Nordahl, CRA

TITLE: Director, SR Contracting and Compliance
Federal Tax ID #95-6042721

Dated: _____


and BY: _____
Joseph F. Johnson, Jr. Ph.D.

TITLE: Exec. Director, National Center for Urban School Transformation

Dated: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH GOVERNMENT FINANCIAL STRATEGIES

BACKGROUND INFORMATION:

The District would like to participate in the San Diego County School Districts Tax and Revenue Anticipation Notes (TRANS) Program, Note Participations, Series 2020. Government Financial Strategies serves as the Financial Advisor for districts participating in the TRANS Program through the 2015 proposal to the San Diego County Office of Education.

The cost implications are based on number of participants and amount of TRANS.

RECOMMENDATION:

Approve the agreement with Government Financial Strategies to serve as financial advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes, Series 2020 at an estimated cost of \$36,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

\$36,000.00

(Amount)

General

(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 17th day of April, 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Government Financial Strategies

Company/Consultant

916-444-5100

Telephone Number

1228 N Street, Suite 13, Sacramento, CA 95814

Address

Gfsi.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: April 17, 2020

To: June 30, 2021

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

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

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

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

SAN YSIDRO SCHOOL DISTRICT

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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.

SAN YSIDRO SCHOOL DISTRICT

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5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please 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:	Government Financial Strategies	
Name:	Rich Malone	
Title:	Chief Operating Officer	
Address:	1228 N Street, Suite 13	
City/State/Zip Code:	Sacramento, CA 95814	
Telephone:	916-444-5100	
Email:	rich@gfsi.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Amber Elliott
Title:	Chief Business Official	Accounting Supervisor
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 x3009
Email:	Marilyn.adrianzen@sysdschools.org	Amber.elliott@sysdschools.org

SAN YSIDRO SCHOOL DISTRICT

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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

Government Financial Strategies
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Board Approved:

Revised 09-13-18

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SCHOOL SAFETY CERTIFICATION FORM

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

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

_____ (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

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

_____ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

EXHIBIT A

MEMORANDUM

To: Marilyn Adrianzen
From: Rich Malone *RM*
Date: April 8, 2020
Re: Scope of Work to Serve as Municipal Advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes, Series 2020

We have prepared this scope of work to serve as municipal advisor to the District associated with its potential participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Note Participations, Series 2020. This scope is consistent with our 2015 proposal to the San Diego County Office of Education (SDCOE) whereby we were selected to serve as the financial advisor to participants in the TRANs program.

We anticipate our firm would be involved with the following tasks:

- Provide background information on tax and revenue anticipation notes (TRANs).
- Prepare a TRANs sizing model based on a cash flow projection format developed by SDCOE.
- Assist with the determination of whether the District owes rebate associated with its participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Series 2020.
- Review and provide feedback on the District's General Fund (and other unrestricted funds, if any) cash flow projections.
- Evaluate alternative methods of addressing projected cash flow shortfalls, including interfund borrowing, County Treasurer borrowing, and tax and revenue anticipation notes (TRANs).
- Based upon the District's requirements and preferences, recommend a cash flow financing plan for the District.

Should the District decide to issue TRANs as part of the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Series 2020, our services would include the following as appropriate:

- In coordination with San Diego County, develop and manage the financing schedule of events.
- In coordination with San Diego County, assist with identifying and selecting the financing team (e.g. bond counsel, disclosure counsel, underwriter, etc.).
- Recommend an appropriate size for the TRANs consistent with legal requirements.



- Structure the TRANs to meet the goals of the program participants as a whole as well as the District individually.
- Review the District authorizing resolution, purchase agreement, trust agreement, closing documents, and other legal documents.
- Assist in the completion of a disclosure due diligence questionnaire.
- Assist with obtaining a credit rating for TRANs.
- Review the preliminary and final official statements.
- In coordination with San Diego County, negotiate pricing terms with the underwriter.
- Manage the closing of the financing.
- Prepare a summary memorandum documenting the results of the sale.
- If requested, file the annual debt transparency report with the California Debt and Investment Advisory Commission for the TRANs by January 31, 2021.
- Coordinate with staff as needed.
- Coordinate with bond counsel, disclosure counsel, underwriter and other interested parties as needed.

As indicated in our 2015 proposal to SDCOE, our fee to the TRANs program participants is \$9,000 per participant plus a flat fee of \$27,000 to be allocated to participants based on the amount of their TRANs. Such fees are payable from TRANs proceeds when the TRANs closes.

In addition, should the District decide not to issue TRANs, any services provided to assist the District in advance of a decision to participate in the pool would be billed on an hourly basis at \$225 per hour (not-to-exceed 10 hours).

Please call me if you have any questions or comments.

REM/abm

Signed:

Marilyn Adrianzen
Chief Business Official
San Ysidro School District

Date: _____

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION

Conflicts of Interest

Government Financial Strategies is required to provide written disclosure to all municipal advisory clients about the actual or potential conflicts of interest presented by our representation of San Ysidro School District ("Client").

List of Potential Conflicts of Interest

Other Municipal Advisory Clients. Government Financial Strategies serves a wide variety of clients, some of which may have overlapping jurisdictions with Client and/or may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Government Financial Strategies serves as municipal advisor to other municipal advisory clients and, in such cases, depending on the client, may owe a fiduciary duty to such other clients. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Government Financial Strategies could potentially face a conflict of interest arising from these competing client interests. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients.

Outside Business Activity – Government Finance Education Institute. The President of Government Financial Strategies, Lori Raineri, serves on the Board of Directors and as the Executive Director of Government Finance Education Institute, a nonprofit public benefit corporation organized for the primary purpose of providing educational information to help public agencies identify practical methods to increase efficiency, reduce costs and be good stewards of public funds. In acting in her role with Government Finance Education Institute, Lori Raineri may from time to time have interests that could have a direct or indirect impact on the interests of Client and could potentially face a conflict of interest. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients.

Outside Business Activity – California League of Bond Oversight Committees. The President of Government Financial Strategies, Lori Raineri, serves on the Board of Directors of the *California League of Bond Oversight Committees (CalBOC)*, a nonprofit public benefit corporation organized with the mission of promoting school district accountability by improving the training and resources available to California's Proposition 39 school bond oversight committees, educating the state legislature, local school boards, and the public about the oversight and reporting power these Citizens' Bond Oversight Committees (CBOCs) have, and to advocate on a state level, where appropriate, on issues of common concern to all CBOCs. In acting in her role with CalBOC, Lori Raineri may from time to time have interests that could have a direct or



indirect impact on the interests of Client and could potentially face a conflict of interest. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients.

The fees to be paid by the Client to Government Financial Strategies may be partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Government Financial Strategies may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Government Financial Strategies may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Government Financial Strategies manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

Government Financial Strategies has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Client in accordance with its fiduciary duty to municipal entity clients such as the Client. To the extent any such material conflicts of interest arise after the date of this Agreement, Government Financial Strategies will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement in a timely manner.

Municipal Advisor Registration, Legal and Disciplinary Events

Government Financial Strategies is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (registration number 867-00775) and the Municipal Securities Rulemaking Board ("MSRB") (registration number K0127). As part of this registration Government Financial Strategies is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Government Financial Strategies. Pursuant to MSRB Rule G-42, Government Financial Strategies is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Government Financial Strategies or the integrity of its management or advisory personnel. Government Financial Strategies has determined that no such event exists.

Copies of Government Financial Strategies filings with the United States Securities and Exchange Commission can be found by accessing the SEC's EDGAR system Company Search Page which is available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Government Financial Strategies or for our CIK number which is 0001617177.



There have been no material changes to the legal or disciplinary events that Government Financial Strategies has disclosed to the SEC.

Client Brochure

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Termination

Either party may terminate the agreement upon thirty (30) days advance written notice to the other party.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services Informational
Marilyn Adrianzen, Chief Business Official Action

AGENDA ITEM: PURCHASE OF TECHNOLOGY EQUIPMENT AND PERIPHERALS THROUGH PIGGYBACK AGREEMENT BETWEEN IRVINE UNIFIED SCHOOL DISTRICT AND CDW GOVERNMENT LLC (BID NO. 19/20-01 IT)

BACKGROUND INFORMATION:

Due to the impacts of the recent COVID-19 pandemic, students and staff are temporarily confined to their homes for an indefinite period of time. The District transitioned from classroom instruction to a Distance Learning Program; therefore, technology equipment will be necessary in order to communicate remotely with students and staff.

Pursuant to Public Contract Code 20118, the District would like to take advantage of the agreement already established between Irvine Unified School District and the provider CDW Government LLC (Bid No. 19/20-01 IT) "Piggyback" clause. This will be not only be cost effective, but time effective as well. The items being purchased under this agreement are Chromebooks and console licenses (\$390,948.75) and Notebook sleeves (\$51,590.00).

Bid documentation is available at <https://iusd.org/technology-equipment-and-peripherals>.

RECOMMENDATION:

Approve purchases of technology equipment and peripherals through the piggyback agreement between Irvine Unified School District and CDW Government LLC (Bid No. 19/20-01 IT) pursuant to Public Contract Code 20118. The items being purchased under this agreement are Chromebooks and Notebook sleeves estimated at a cost of \$442,538.75 from Title I, Title II, Title III and Title IV.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?
 Yes No

Are funds for this item available in the 2019-2020 Budget?
 Yes No

Requisition #

\$442,538.75
(Amount)

Title I, Title II, Title III and Title IV
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENT

THIS AGREEMENT, dated the 1st day of January, 2020 in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as "District"), and **CDW Government LLC** (successful Bidder, hereinafter referred to as "Contractor").

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to comply with all the terms and conditions set forth in the Bid Documents for **Bid No. 19/20-01 IT, Technology Equipment and Peripherals**, including but not limited to the Notice Calling for Bid, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, Worker's Compensation Certificate, Drug-Free Workplace Certification, Notice Regarding Criminal Records Check, Criminal Records Check Certification, W-9, Insurance Certificates and Endorsements, Technical Specifications and Requirements, General Conditions, this Sample Agreement, and all modifications, addenda and amendments thereto by this reference incorporated herein (Bid Documents). The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall timely perform everything required to be provided and performed, and shall provide, furnish and pay for all the shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment, utility, transportation services, and costs of optional services and products services required pursuant to this Agreement. All of said Work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet for each individual Project/purchase order activated under this unit price agreement, unless otherwise agreed in writing, in accordance with sections 35 and 36 of the Information for Bidders included in Irvine Unified School District Bid No. 19/20-01 IT. The cost shall be documented in the purchase order for each order of Equipment.

4. The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and Contractor(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

5. Time is of the essence.

6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all Work under this Agreement by providing Contractor thirty (30) days prior written notice of termination, Contractor shall:

- (i) Cease operations as it applies to the District in the notice:
- (ii) Take any actions necessary, as the District may direct, for the protection and preservation of the Work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for technology equipment and peripherals (Work and Equipment as defined in RFP No. 19/20-01 IT) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. The Work shall be commenced on or before the fifth (5th) day after receiving each District purchase order and shall be completed within the number of consecutive days (including punchlist items) negotiated between the District and Contractor for each Project activated under this unit price Agreement not to exceed sixty (60) days unless actually agreed upon.

8. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

9. To the fullest extent permitted by law, the Contractor at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless the District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other

professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor, either directly or by independent contract, upon or in connection with the Work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the Work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) Any act or omission by the Contractor or any of its officers, agents, employees, subcontractors, suppliers, and person performing any of the Work pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the Work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with: failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders; any misrepresentations, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Contractor in connection therewith; any breach of duty, obligation or requirement under the Project Documents; any failure to provide notice to any party as required under the Project Documents; any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability.

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the District, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents and/or Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.

10. All items shall be subject to the inspection of the District. Inspection of the items

shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective Work and Equipment have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

11. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

12. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of providing Equipment and Work until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of Equipment and Work covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." In addition, Contractor agrees to name District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. Contractor shall, at Contractor sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Work.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to in this Agreement shall not in any way limit the liability of the Contractor.

b. No later than ten (10) days from execution of this Agreement by the District and Contractor, and prior to commencing providing Equipment and Work under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

13. If Contractor is a Limited Liability Company, the undersigned hereby represents

and warrants that the Limited Liability Company is duly incorporated and in good standing in the State of Illinois, and that David Hutchins, whose title is Vice President Strategic Programs, is authorized to act for and bind the corporation.

14. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

15. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

16. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

17. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.
- (2) If notice is given to Contractor, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA.

19. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

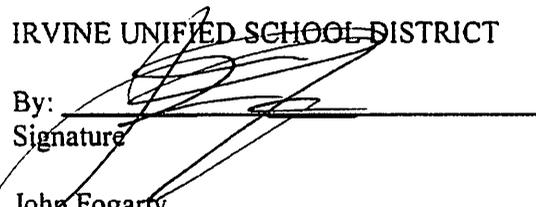
20. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

21. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

By: 
Signature

John Fogarty
Print Name

Asst Supt Business Services
Title

1USB Board Approved 12/17/2019

CDW GOVERNMENT LLC

By: 
Signature

David Hutchins
Print Name

VP. Strategic Programs
Title

December 18, 2019
Date

12/13/2019
Date

December 17, 2019
Irvine Unified School District
Board Approval Date

N/A
Contractor's License No. (if applicable)

36-4230110
Tax ID No.

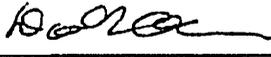
(Corporate Seal of Contractor,
if corporation)

PIGGYBACK CLAUSE

1. **Public Contract Code 20118.** Pursuant to Public Contract Code sections 20118 and 20652 (Community Colleges) Irvine Unified School District authorizes all other eligible public entities to piggyback on this bid pursuant to CDW Government, LLC's response to Bid No. 19/20-01 IT and to the extent allowable by law. The responding Bidder authorizes this piggyback by signing below. Instead of listing all agencies and districts individually the Irvine Unified School District intentionally names all eligible public entities in total. The District further waives its right to have warrants issued in its favor.
2. **Participation.** Bidder agrees to extend the terms of the resulting contract to other public entities. Such participating government bodies shall make purchases in their own name, make payment directly to the Bidder, and be liable directly to the Bidder, holding Irvine Unified School District harmless.
3. Acceptance or rejection of this clause will not affect the outcome of this Bid.

Yes, Piggyback Option Granted

No, Piggyback Option Not Granted

Signature:  Date: 12/13/2019

Print Name: David Hutchins

Title: VP. Strategic Programs

Company Name: CDW Government LLC

Address: 230 North Milwaukee Avenue

Vernon Hills, IL 60061

Email Address: david.hutchins@cdwg.com

Telephone Number: (847) 968-9782

TOBACCO USE POLICY

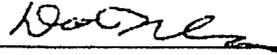
IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

CDW Government LLC

Name of Contractor



Signature

David Hutchins

Print Name

VP. Strategic Programs

Title

12/13/2019

Date

WORKER'S COMPENSATION CERTIFICATE

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

CDW Government LLC

Name of Contractor



Signature

David Hutchins

Print Name

VP. Strategic Programs

Title

12/13/2019

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Agreement.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintain a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

CDW Government LLC
Name of Contractor


Signature

David Hutchins
Print Name

VP, Strategic Programs
Title

12/13/2019
Date

NOTICE REGARDING CRIMINAL RECORDS CHECK

EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The Contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Contractor shall certify in writing to the governing board of the school District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District:

I, CDW Government LLC certify that:
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the Work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the Work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Lincolnshire, Illinois on 12/13/2019.

Date



Signature

David Hutchins

Typed or printed name

VP, Strategic Programs

Title

230 North Milwaukee Ave., Vernon Hills, IL 60061

Address

(847) 968-9782

Telephone

TECHNICAL SPECIFICATIONS AND REQUIREMENTS:

As technology advances, it is understood that improved or enhanced equipment may supersede existing Equipment in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the awarded Agreement(s), to be included under the general umbrella of compatible product lines and are thus specifically included in these Bid Documents.

As new models are introduced in the future, this bid and the resulting Agreement(s) will allow purchases of those models. The price will be determined by the successful Bidder subtracting the same discount margin percentage to these models, as calculated on current models. Bidder may be required to produce list/price or manufacturer costs.

All sales of computer units must be from authorized dealers only, with proof provided by manufacturer.

The District may purchase (at its discretion) additional units throughout the life of the Agreement at the prices listed in successful Bidder's Bid Form Pricing Sheet, allowing only price increases reflecting original manufacturer's cost increases to the successful Bidder. Documentation may be required to prove price increase from the manufacturer to the successful Bidder.

Purchases by the Irvine Unified School District to the successful Bidder for awarded technology equipment and peripherals shall be in the form of a Purchase Order.

I understand and agree to all conditions listed above.

CDW Government LLC
Name of Contractor


Signature

David Hutchins
Print Name

VP. Strategic Programs
Title

12/13/2019
Date



75 Tri-State International
Lincolnshire, IL 60069

CDW.com

January 1, 2019

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

QUOTE CONFIRMATION



DEAR ARACELI FELIX,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJKS978	4/3/2020	LJKD438	12408780	\$390,948.75

IMPORTANT - PLEASE READ
Fees applied to item(s): 5540903

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Chromebook 14A G5 - 14" - A4 9120C - 4 GB RAM - 16 GB eMMC - US Mfg. Part#: 7CZ87UT#ABA UNSPSC: 43211503 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	1475	5540903	\$220.00	\$324,500.00
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	1475	3577022	\$24.00	\$35,400.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 5540903	1475	654809	\$4.00	\$5,900.00

PURCHASER BILLING INFO	SUBTOTAL	AMOUNT
Billing Address: SAN YSIDRO SCHOOL DISTRICT ACCTS PAYABLE 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Payment Terms: NET 30 Days-Govt/Ed	SUBTOTAL	\$359,900.00
	SHIPPING	\$0.00
	RECYCLING FEE	\$5,900.00
	SALES TAX	\$25,148.75
	GRAND TOTAL	\$390,948.75
DELIVER TO Shipping Address: SAN YSIDRO SCHOOL DISTRICT ARACELI FELIX 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Shipping Method: UPS Freight LTL, Dock to Dock	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Jeff Polk		(866) 639-2816		jeffpol@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR TODD LEWIS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LHPX287	3/16/2020	LHPX287	12408780	\$60,641.71

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brenthaven Tred Zip Folio - notebook sleeve Mfg. Part#: 2794 UNSPSC: 53121706 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	2345	4972757	\$22.00	\$51,590.00
Brenthaven Tred Zip Folio Case for Notebook - 2019 Mfg. Part#: 2788 Contract: MARKET	2345	5466043	\$2.00	\$4,690.00

PURCHASER BILLING INFO		SUBTOTAL	\$56,280.00
Billing Address: SAN YSIDRO SCHOOL DISTRICT ACCTS PAYABLE 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$4,361.71
		GRAND TOTAL	\$60,641.71
		DELIVER TO Shipping Address: SAN YSIDRO SCHOOL DISTRICT TODD LEWIS 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Shipping Method: DROP SHIP-GROUND	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Jeff Polk	(866) 639-2816	jeffpol@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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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, MARCH 12, 2020
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, March 12, 2020 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **Smythe School - 1880 Smythe Avenue, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 5:19 p.m.

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

Mr. Humberto Gurmilan, Board President
Mr. Antonio Martinez, Board Vice-President
Mr. Rudy Lopez, Board Clerk
Mrs. Irene Lopez, Member
Mrs. Rosaleah Pallasigue, Member

3. AGENDA

The Board approved the agenda for the meeting with the following corrections:

- 1) Tabled General Administration Items 9.1, 9.2, 9.3, 9.4, 9.5 and Consent Calendar Personnel Item 14B.3.

Motion: Martinez Second: Pallasigue Vote: Unanimous

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

Vice-President Martinez made a motion to recess to Closed Session, seconded by Member Pallasigue. The vote was unanimous.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:23 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Colom)

Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Student v. San Ysidro School District
OAH Case No. 20191110004

5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. Fonseca
Case No. 37-2017-00007369-CU-MC-CTL

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. San Ysidro School District, et. al.
Case No. 37-2017-00048800-CU-MC-CTL

5.4 GOVERNMENT CODE SECTION 54957 (Farkas)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.5 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS (Farkas)

Agency Negotiators: David Farkas, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:11 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

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

- 1) Item 5.1- The Board approved a settlement agreement in Office of Administrative Hearings, Case No. 2019111004. The motion was made by Board Vice-President Martinez, seconded by Board Clerk R. Lopez with a unanimous vote.

6. CALL TO ORDER Who: President Gurmilan Time: 6:11 p.m.

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

Mr. Humberto Gurmilan, Board President

Mr. Antonio Martinez, Board Vice-President

Mr. Rudy Lopez, Board Clerk

Mrs. Irene Lopez, Member

Mrs. Rosaleah Pallasigue, Member

8. FLAG SALUTE by Humberto Gurmilan, Board President

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)

9.1 Smythe Student Recognitions - Presenter Manuela Colom-*Tabled*

9.2 Las Americas Art Student Contest Winners - Presenter Manuela Colom- *Tabled*

9.3 San Ysidro Middle School & Vista Del Mar Middle School Boys & Girls Basketball Teams - Presenter Omar Calleros- *Tabled*

9.4 David Flores - Community Development Director, Casa Familiar - Presenter Paulo Azevedo - *Tabled*

9.5 School Parent Teacher Association (PTA) Leaders - Presenter Manuela Colom - *Tabled*

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 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.

Sylvia Robledo, SYMS Counseling, Commented: 1) Counselors are the first responders to challenges many students are experiencing. 2) Counselors have the specialized knowledge and formal education to improve school climate, establish a safe learning environment, monitor and understand behavioral and social emotional needs. 3) Mental health disorders are increasing in our student population and if they are not addressed, they impair learning and academic achievement. We provide services to parents and teachers as well. 4) With a reduction of one school counselor, less students, parents and teachers will be provided with less services that they need.

Dalia Gonzalez Garcia, SYMS Counseling, Commented: 1) Shared information about equity for San Ysidro Middle School students. 2) There are more students per core class at San Ysidro Middle School compared to Vista Del Mar Middle School. No additional resources have been provided to make it more equitable for San Ysidro Middle School students. 3) A school counselor will be cut from San Ysidro Middle School creating a greater disproportion with students that are at high risk and with high needs.

Lupita Garcia, VDM Counseling, Commented: 1) Shared information about the services the school counselor provides for students, parents and staff. 2) Counselors provide education, prevention and intervention activities integrated in all aspects of student lives. School counselors are guided by three domains; academic, career and personal social. 3) Counselors are also case managers, event organizers, nurses and motivators. We come in early and leave late sometimes to meet with parents that can't come during work hours.

Marianna Saponara, San Ysidro Women's Club, Commented: 1) Thanked the Board for honoring Mr. Ramon Parra. 2) Asked the Board to have a ceremony to honor Robert Colegrove, Elizabeth Cuen and Jean Romero. The San Ysidro Women's Club honored them and supported their families at a very difficult time. 3) Thanked Zenaida Rosario, Gloria Bermea and the San Ysidro's Women's Club.

Minerva Downey, Parent, Commented: 1) Shared concerns about the laying off of one of the counselors. 2) Parents are concerned that such a valuable support will be taken from the children. 3) Asked the Board to consider the impact on the children.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Pallasigue, Commented: 1) Thanked everyone for coming to the Board Meeting. 2) Commended educators and employees for their dedication during this difficult time. 3) We take our decisions seriously and are grateful for this community. 4) We are trying diligently to explore all avenues to maintain our employees and teachers who are the strongest in the county and in the state. 5) Asked that we continue to work together.

Clerk R. Lopez, Commented: 1) Thanked Principal Little and Smythe for hosting the Board Meeting. 2) You should start receiving your census forms in the mail. We need to make sure all of us are doing our part to make sure our families understand the process and feel safe answering the questions. 3) You will hear how we are going to address what is going on in the world today. Schedules will be changed. 4) Mentioned that Disneyland is closed. 5) He spent twelve years in the coast guard and seven of those years, assigned to emergency management. 6) All municipal government employees and school employees are emergency workers. Mentioned that readysandiego.org can help you plan on what to stock up on. The City of San Diego through the fire department runs a program called CERT, an Academy on how to handle different situations and stay informed. When something happens in your community you might be called to help. 7) It's nice to stay informed and not to panic.

Vice-President Martinez, Commented: 1) Thanked Principal Little and Smythe staff for hosting the Board Meeting. 2) Disneyland closed today and it hasn't happened since 9/11. The most important thing to do is stay calm and not panic. 3) The Board unanimously gave Dr. Potter authority to keep the students and staff safe. Safety is always the priority for our community and we stick together. 4) As a community we have to make sure that everyone is informed that the census is a good thing. It's important that everyone is counted. 5) A special thank you to Natalie LaRosa, SYEA President, the teacher's union, Fernanda Rios, CSEA President and every classified employee for their support with the passing of Measures T and U. It couldn't have

happened without the support of our teachers, classified staff and the administration. 6) Stay safe and let's keep moving forward.

Member I. Lopez, Commented: 1) Attended Open House at La Mirada and Willow Schools. Thanked the schools for their work and effort. 2) Thanked Principal Little for hosting the Board Meeting and for inviting her to the Safa's presentation. 3) Measures T and U passed. We have to work together to make it work out. 4) We need counselors and funding for the elementary schools and need to let the people in Sacramento know. 5) Thanked Dr. Potter for bringing a lot of information and showing the Board that they can go to Sacramento and speak. 6) Let's try to work together and be safe.

President Gurmilan, Commented: 1) Thanked Principal Little and staff for hosting the Board Meeting. 2) He had the honor of chairing the Joint Legislative Meeting with other boards and superintendents. We decided what bills we are supporting and not supporting that will go through the state legislature. Thanked Dr. Potter, Monica, Miguel and Mr. Mata for helping put the meeting together. 3) Visited an Open House. He is always happy to see the work the students are doing and the work the teachers are doing with our students. 4) Commended the superintendent and everyone that is working together to create the plan for student safety. 5) Measures T and U were a huge win for our district and it's because of the work our unions did and everyone involved. It's now our responsibility to use the funds appropriately and only to benefit our students. 6) He is excited to put that money to great use so that our students get that quality education they deserve.

Superintendent Potter, Commented: 1) Thanked Principal Little for hosting the Board Meeting. 2) Thanked the Facilities and MOT team for disinfecting for the Board Meeting. 3) Thanked the Board, Natalie LaRosa, SYEA, Fernanda Rios and CSEA for heralding throughout the community Measures T and U. We had the strongest support countywide for any bond measure both for any city and school district in all of San Diego County. Our district earned 70% positive votes which is remarkable. 4) Thanked everyone for coming together. 5) Informed the Board that the World Health Organization announced that the Corona Virus is a Pandemic worldwide health issue. The California Public Health Department alongside with Governor Newsom declared social distancing and cancelled events of 250 or more. A letter went out to staff and families. 6) We formed a Crisis Management Team to keep our students and staff safe. Open House and field trips were cancelled. 7) Continue to encourage frequent and proper handwashing with water and soap. Teachers are giving students the time to wash their hands before lunch and snack periods. 8) Thanked the custodial staff for disinfecting the classrooms.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1 Promise Neighborhood - Coordinator of Community Schools & Expanding Learning Programs, Omar Calleros -- Staff presentation provided.
- 12.2 Second Interim Financial Report - Chief Business Official, Marilyn Adrianzen -- Staff presentation provided.
- 12.3 Coronavirus District Emergency Planning - Director of Special Education, Oscar Madera and Cabinet Members: Superintendent Gina Potter, Ed.D., Executive Director of Curriculum, Instruction & Innovation, Manuela Colom, Chief Business Official, Marilyn Adrianzen and Executive Director of Human Resources, David Farkas, Ed.D. -- Staff presentation provided.

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of February 13, 2020 and the minutes of the Special Board Meeting of February 26, 2020.

Motion: Martinez

Second: I. Lopez Vote: Unanimous

13.2 RESOLUTION NO. 19/20-0029 - CESAR CHAVEZ DAY (Colom/Farkas)

The Board adopted Resolution No. 19/20-0029 celebrating the life, values and sacrifices of Cesar Chavez by honoring his birthday on March 31st as “Cesar Chavez Day.”

Motion: Martinez Second: I. Lopez Vote: Unanimous

13.3 COLLECTIVE BARGAINING AGREEMENT WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND AB1200 (Farkas)

The Board approved Successor Collective Bargaining Agreement between the San Ysidro School District and the California School Employees Association (CSEA) for the period of July 1, 2019, through June 30, 2022, and the submittal of AB1200 to the San Diego County Office of Education.

Motion: I. Lopez Second: Pallasigue Vote: Unanimous

13.4 SECOND INTERIM FINANCIAL REPORT FOR 2019-2020 (Adrianzen)

The Board approved 2019-20 Second Interim Financial Report.

Motion: R. Lopez Second: I. Lopez Vote: Unanimous

13.5 SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND GINA POTTER (Farkas)

The Board approved the amendment to the Superintendent's contract to implement furlough days as part of the Budget Reduction Plan during the 2020-2021 school year.

Board President Gurmilan read the amendment.

Motion: R. Lopez Second: Martinez Vote: Unanimous

13.6 RESOLUTION NO. 19/20-0030 - SUPERINTENDENT, MANAGEMENT AND CONFIDENTIAL FURLOUGH DAYS (Farkas)

The Board approved Resolution No. 19/20-0030 to implement furlough days for the Superintendent, Cabinet, Management, and Confidential employees as part of the Budget Reduction Plan during the 2020-2021 school year.

Dr. Farkas, H.R. Director, read the Resolution.

Motion: R. Lopez Second: I. Lopez Vote: Unanimous

13.7 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE PILOT DINNER PROGRAM (Farkas)

The Board approved Memorandum of Understanding between the San Ysidro School District and the California School Employees Association regarding the Pilot Dinner Program.

Motion: R. Lopez Second: Martinez Vote: Unanimous

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Tabled Consent Calendar Item 14B.3
- 2) Pulled Consent Calendar Items 14D.3 and 14E.1 for discussion and to be voted on separately.

Motion: Martinez Second: R. Lopez Vote: Unanimous

14A. PERSONNEL - CLASSIFIED

EMPLOYMENT (Farkas)

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

- 14A.1 Instructional Aides
- 14A.2 Instructional Health Care Assistant
- 14A.3 Instructional Aide, SPED
- 14A.4 Warehouse Distribution Associate
- 14A.5 Substitute Campus Security
- 14A.6 Substitute Clerks
- 14A.7 Substitute Custodian
- 14A.8 Substitute Gardener
- 14A.9 Substitute Instructional Aide

RESIGNATION (Farkas)

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

- 14A.10 Administrative Clerk I
- 14A.11 Instructional Aide

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Farkas)

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

- 14B.1 Special Day Class Teacher
- 14B.2 Substitute Teachers

JOB DESCRIPTION (Farkas)

Approve the revised job description for the following as recommended by staff:

- 14B.3 School Counselor - *Tabled*

14C. PERSONNEL – MANAGEMENT

JOB DESCRIPTION (Farkas)

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

- 14C.1 Principal on Special Assignment

14D. CURRICULUM & INSTRUCTION

14D.1 PARTICIPATION IN THE CALIFORNIA BILINGUAL EDUCATION (CABE) 6TH GRADE SCHOLARSHIP BREAKFAST (Colom)

The Board approved participation of students and principals from La Mirada, Ocean View Hills, Smythe, Sunset and Willow Schools to the 2020 California Bilingual Education (CABE) 6th Grade Scholarship Breakfast at no cost to the District.

14D.2 22ND ANNUAL LEADERSHIP IN BILITERACY SYMPOSIUM (Colom)

The Board approved the attendance of 5 people from each of the sites to accompany the District honorees: (TBD) to the 22nd Annual Leadership in Biliteracy Symposium to be held in San Diego on April 23, 2020 at the cost of \$600.00 from the Title III fund.

14D.3 PROFESSIONAL DEVELOPMENT (Colom) - *Pulled*

The Board approved/ratified the attendance and participation of District staff to the different professional developments, as scheduled:

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Martha Murillo, Michelle Rivera, Denise Villezcas, Erika Patrick Ibarra, Karina Victorino	“QPR: Question, Persuade and Refer” Gatekeeper Training for Suicide Prevention Registration	San Diego	March 17, 2020 May 7, 2020	\$0	No Cost
Desiree Arias, Ana Veronica Trattner	A Multisensory Approach to Kindergarten Readiness + K-5 Workshop	San Diego	April 17-18, 2020	\$1,388.70	Title I Fund
Paulo Azevedo	Southern California Facilities Expo	Anaheim, CA	May 5 & 6, 2020	\$0	No Cost
Todd Lewis, Jose Luis Mejia, Carolina Jaime	SDCOE Synergy Users Conference	SDCOE	March 4, 2020	Mileage	General Fund
Marjorie Palacios	Annual Convention – CSHA Convergence 2020	Anaheim, CA	March 19-22, 2020	\$481.00	MediCal Fund
Oscar Madera, Rick Quintana, Denise Villezcas, Karina Victorino	Juvenile Health & Justice Symposium	San Diego	March 17, 2020	\$0	No Cost
Omar Calleros	STEM Power - Empowering Youth to be STEM-Capable	SDCOE	March 14, 2020	\$0	No Cost
Ana Reyes-Becerra	Evidenced Based Practices for Students with Autism - CAPTAIN Training	National City	March 6, 2020	\$0	No Cost
Irene Lopez, Karen Tovar, Mariela Fonseca	2020 CABE Conference	San Francisco, CA	April 8-11, 2020	\$4,400.00	Title I and General Funds
Adriana Aguilar, Luis Ramos	CAASPP Workshop – Leveraging the Smarter Balanced Interim Assessments	SDCOE	March 3, 2020	\$50.00	Title II Fund
Elizabeth Stratton, Sarah Boron-Trotter, Genevieve Boulais, Shefali Chauhan, Mary Davis, Aleyda Santoyo,	Making AAC Fun and Functional	SCREC	March 11, 2020	\$0	No Cost

Araceli Flores					
Cynthia Gonzalez, Oscar Madera, Kathleen Cordero	Targeted Monitoring Workshop and Planning	El Cajon	April 20, 2020	\$0	No Cost
Omar Calleros	Flying High with Drone and Aerospace Technology in South County	Chula Vista	March 13, 2020	\$0	No Cost
Omar Calleros, Francisco Mata	Juvenile Health & Justice Symposium	San Diego	March 17, 2020	\$0	No Cost
Omar Calleros, Marta Rodriguez	Celebrating the San Diego County Consortium ASES & 21 st CCLC Expanded Learning Programs	San Diego	May 12, 2020	\$0	No Cost
Paulo Azevedo	AHERA Local Education Agency Designee	San Marcos	March 27, 2020	\$0	No Cost
Manuela Colom, Cynthia Gonzalez, Laura English, Maria Rodriguez	ESSA Comprehensive Support and Improvement 4-Part Workshop Series	San Diego	March 13, 2020 March 27, 2020 April 24, 2020 May 15, 2020	\$0	No Cost
Gina Potter, Marilyn Adrianzen, Amber Elliott, Daniel Chavez, Rodrigo Amezcuita, Jennifer Cuestas, Guillermina Sandez, Tina Zabala, Parent Cabinet Members (TBD), Board Members (TBD)	May Revision Workshop	Escondido, CA	May 21, 2020	\$4,200.00 + Mileage + Sub Teachers	General Fund
Marilyn Adrianzen	School Bonds 201: The Practice of Designing and Running School Bonds	UCSD	March 9 - April 6, 2020	\$950 + Parking	General Fund
Adriana Aguilar, Luis Ramos	19-20 CAASPP Results Are In – Now What? Workshop	National City	May 14, 2020	\$100.00	Title II Fund

Evelyn Zarzosa, Sadeer Sahib	CACFP – Promoting Integrity Training	Escondido, CA	March 10, 2020	\$0	No Cost
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Motion: Martinez Second: Gurmilan Vote: Unanimous

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)- *Pulled*

The Board approved/ratified the following purchase orders incurred by the District during the period February 3, 2020 through February 25, 2020.

Motion: Gurmilan Second: Martinez Vote: Unanimous

14E.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of February 4, 2020 through February 27, 2020 for a total expenditure of \$851,064.73.

14E.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$2,534.22 to help support and enrich our educational programs.

14E.4 AGREEMENT WITH FACTORY OF DREAMS HALL (Colom/Cevallos)

The Board approved the Event Agreement with Factory of Dreams Hall to use their facilities for the Vista Del Mar Middle School’s 8th grade promotion event to be held on Thursday, May 28, 2020 at an estimated cost of \$2,800.00 from the Vista Del Mar Middle School’s ASB funds.

14E.5 MEMORANDUM OF UNDERSTANDING WITH ROYAL LINES CHARTER, LLC (Adrianzen/Azevedo)

The Board approved/ratified the Memorandum of Understanding with Royal Lines Charters, LLC for transportation services during 2019-20 school year at an estimated annual cost of up to \$35,000.00 from various funding sources.

14E.6 AMENDMENT TO TRANSFINDER AGREEMENT (Adrianzen/Azevedo)

The Board approved the amendment to the Transfinder Agreement to include the Stopfinder Estimated Time of Arrival parent application feature at an annual cost of \$2,500.00 from the General Fund.

14E.7 AMENDMENT NO. 1 TO THE NINYO & MOORE AGREEMENT FOR THE OCEAN VIEW HILLS SCHOOL ENTRY GATE PROJECT (Adrianzen/Azevedo)

The Board approved/ratified Amendment No. 1 to the Ninyo and Moore Agreement to continue with the projects associated with the Ocean View Hills entry gate project and DSA closeout estimated cost of \$3,500.00 from the Routine Restricted Maintenance fund.

14E.8 AMENDMENT NO. 2 TO THE NINYO & MOORE AGREEMENT FOR LA MIRADA AND SMYTHE SCHOOLS MODERNIZATION PROJECTS (Adrianzen/Azevedo)

The Board approved/ratified Amendment No. 2 to the Ninyo and Moore Agreement to continue with the projects associated with the La Mirada and Smythe Schools Modernization and DSA Closeout estimated cost of \$15,000.00 from the Routine Restricted Maintenance fund.

14E.9 AGREEMENT WITH SCHOOL INNOVATIONS & ADVOCACY, INC. FOR SCHOOL ACCOUNTABILITY REPORT CARD SERVICES (Colom)

The Board approved the agreement with School Innovations & Advocacy, Inc. for the preparation of the School Accountability Report Cards (SARC) at a cost of \$8,300.00 from the General fund.

14E.10 INTER CHILD NUTRITION PROGRAM VENDING AGREEMENT (Adrianzen/Zarzosa)

The Board approved/ratified the Inter Child Nutrition Program Vending Agreement to pilot a Supper Program at La Mirada and San Ysidro Middle Schools during the 2019-20 school year. Cost implications will be paid from school nutrition funds.

14E.11 AGREEMENT WITH STAFF REHAB FOR 2019-2020 SCHOOL YEAR (Colom/Madera)

The Board approved the agreement with Staff Rehab to provide a Special Day Class Teacher for Willow School for 2019-20 school year.

14E.12 AGREEMENT WITH 3SCREEN.COM (Colom/Carranza)

The Board approved the agreement with 3Screens.com to conduct an educational assembly at the Ocean View Hills School on April 7, 2020 at a cost of \$725.00 from Title I funds.

14E.13 RFP NO. 03 FOR 2019-20 E-RATE CATEGORY 2 EQUIPMENT AND AGREEMENT WITH CDW GOVERNMENT LLC (Adrianzen/Lewis)

The Board approved to award RFP No. 03 2019-20 E-Rate Category 2 Equipment to CDW Government LLC and authorize staff to enter into agreement with CDW Government LLC in the amount of \$169,230.25 from E-rate funds.

14E.14 AGREEMENT WITH ASSISTANCE LEAGUE OF GREATER SAN DIEGO FOR THE OPERATION SCHOOL BELL PROGRAM (Colom/Medina)

The Board approved the agreement with the Assistance League of Greater San Diego to continue with the Operation School Bell Program at no direct cost to the District.

Clerk R. Lopez made a motion to adjourn to Closed Session, seconded by President Gurmilan. The vote was unanimous.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 8:18 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Colom)

Pursuant to Government Code Section 54956.9(d)(1)
 Name of Case: Student v. San Ysidro School District
 OAH Case No. 20191110004

5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
 Case: San Diegans for Open Government vs. Fonseca
 Case No. 37-2017-00007369-CU-MC-CTL

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
 Case: San Diegans for Open Government vs. San Ysidro School District, et. al.
 Case No. 37-2017-00048800-CU-MC-CTL

**5.4 GOVERNMENT CODE SECTION 54957 (Farkas)
 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

**5.5 GOVERNMENT CODE SECTION 54957.6
 CONFERENCE WITH LABOR NEGOTIATORS (Farkas)**

Agency Negotiators: David Farkas, Executive Director of Human Resources
 Employee Organizations:
 San Ysidro Education Association/CTA
 California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 9:33 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.

The Board President Gurmilan announced that Board Clerk Rudy Lopez left Closed Session at 8:40 p.m. due to a personal matter.

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

- 1) The Board approved giving notice to one certificated administrator that they may be reassigned to an alternate administrative position. Motion was made by Board Vice-President Martinez, seconded by Board Member Pallasique. The vote was 4 Ayes-1 Absent (Clerk Rudy Lopez).

Vice-President Martinez made the motion to adjourn, seconded by Board Member I. Lopez. The vote was 4 -0.

15. ADJOURNMENT Time: 9:33 p.m.

Respectfully Submitted,

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

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, MARCH 12, 2020
5:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, March 12, 2020 at 5:00 p.m., and conducted its business meeting at **Smythe School - Auditorium, 1880 Smythe Avenue, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 5:00 p.m.

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

Mr. Humberto Gurmilan, Board President
Mr. Antonio Martinez, Board Vice-President
Mr. Rudy Lopez, Board Clerk – *Arrived at 5:01 p.m.*
Mrs. Irene Lopez, Member
Mrs. Rosaleah Pallasigue, Member

3. FLAG SALUTE by Humberto Gurmilan, Board President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: R. Lopez Second: Gurmilan Vote: Unanimous

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 RESOLUTION NO. 19/20-0031 INTENT TO DECLARE EMERGENCY CONDITIONS EXIST AT SAN YSIDRO SCHOOL DISTRICT AND GRANTING EMERGENCY POWERS TO THE SUPERINTENDENT

(Potter)

The Board approved Resolution No. 19/20-0031 to accomplish the following:

1. Authorize the Superintendent and/or her designee to take any and all actions necessary to ensure the continuation of public education, and the health and safety of the students and staff at the District Sites;
2. Declare emergency conditions exist throughout the District schools and offices (collectively known as “District Sites”) as a result of the threat of COVID-19 virus.
3. Authorize, by unanimous vote, under the provisions of section 20113 of the California Public Contract Code that a.) the Superintendent and/or her designee(s) may enter into any and all contracts necessary, without advertising or inviting bids, and for any dollar amount necessary to respond to the emergency conditions at the District Sites, including, but not limited to: the relocation of students and staff; continued instruction of students; maintenance of food supplies, instructional materials, operational support supplies, equipment in support of virtual learning, daily student transportation; and provision of additional personnel such as nurses; and b.) the flexibility with use of M & O staff, notwithstanding section 20114, to enable and support District Sites.

Sylvia Robledo, School Counselor, Commented: 1) Asked if the ten percent absenteeism count for flu like symptoms includes staff and if there is guidance for staff from the state.

Motion: R. Lopez

Second: R. Pallasigue

Vote: Unanimous

Vice-President Martinez made a motion to adjourn, seconded by Clerk R. Lopez. The vote was unanimous.

7. ADJOURNMENT Time: 5:18 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0032 – DAY/WEEK OF THE TEACHER

BACKGROUND INFORMATION:

Day of the Teacher is a day for honoring teachers and recognizing the lasting contributions they make to our lives. In May 2009, the United States Congress enacted a bill that created a National Day of the Teacher to be celebrated in the month of May. On California’s Day of the Teacher, thousands of communities take time to honor their local educators and acknowledge the vital role teachers play in making sure every student receives a quality education.

May 10-16, 2020 has been designated as the “Week of the Teacher” and Wednesday May 13, 2020 has been selected as the San Ysidro School District “Day of the Teacher.” On this day, we invite all members of the community to join in this observance by recognizing the contributions public school teachers make toward our children’s success in school and in life.

RECOMMENDATION:

Adopt Resolution No. 19/20-0032 declaring the observance of Wednesday, May 13, 2020, as the San Ysidro “Day of the Teacher” and the week of May 10-16, 2020, as the “Week of the Teacher.”

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 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**

RESOLUTION NO. 19/20-0032

**RESOLUTION DECLARING THE OBSERVANCE OF WEDNESDAY,
MAY 13, 2020, AS THE “DAY OF THE TEACHER” AND THE WEEK OF
MAY 10-16, 2020, AS THE “WEEK OF THE TEACHER”**

WHEREAS, education is the most vital activity that we as a society undertake to ensure the well-being of the nation; and

WHEREAS, teachers open children’s minds to the magic of ideas, knowledge and dreams; and

WHEREAS, teachers fill many roles, as listeners, role models, motivators and mentors; and

WHEREAS, teachers deserve widespread recognition and gratitude for their performance;

WHEREAS, we are keenly aware of the importance of teachers in children reaching their full potential; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent declare the observance of Wednesday, May 13, 2020, as the San Ysidro “Day of the Teacher.”

BE IT FURTHER RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent also recognize the week of May 10-16, 2020, as the “Week of the Teacher” and encourage activities to recognize and honor San Ysidro School District teachers and all certificated staff members.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 16th day of April, 2020.

Humberto Gurmilan, President

Antonio Martinez, Vice-President

Rudy Lopez, Clerk

Irene Lopez, Member

Rosaleah Pallasigue, Member

Gina A. Potter, Ed.D, Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0033 – CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK

BACKGROUND INFORMATION:

The State of California has a long standing tradition of recognizing the important contributions of classified employees and has named the third full week of May as “Classified Employee Week” to honor their valuable contributions to each school district’s success.

Classified employees play an integral role in California’s public schools and in particular the San Ysidro School District. In tandem with our classified employees, confidential staff also serve essential roles in supporting the responsibilities assigned to every public education entity in the State. Together, classified and confidential staff help to ensure the smooth operation of offices, the safety and maintenance of buildings and property, the safe transportation of students and the healthy nutrition and direct instruction of our students. By approving Resolution No. 19/20-0033, the District acknowledges the valuable services to the San Ysidro School District and its students by our classified and confidential employees.

RECOMMENDATION:

Adopt Resolution No. 19/20-0033 recognizing the week of May 17-23, 2020, as “Classified and Confidential School Employee Week.”

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 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**

RESOLUTION NO. 19/20-0033

**RESOLUTION DECLARING THE WEEK OF May 17-23, 2020,
AS “CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK”**

WHEREAS, classified and confidential school employees provide valuable services to the schools and students of the San Ysidro School District; and

WHEREAS, classified and confidential school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified and confidential school employees serve a vital role in providing for the welfare and safety of the San Ysidro School District students; and

WHEREAS, classified and confidential school employees in the San Ysidro School District strive for excellence in all areas relative to the educational community.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent hereby recognizes and wishes to honor the contributions of the classified and confidential school employees for their efforts in promoting quality education in the State of California and in the San Ysidro School District and declares the week of May 17-23, 2020, as “Classified/Confidential School Employee Week” in the San Ysidro School District.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 16th day of April, 2020.

Humberto Gurmilan, President

Antonio Martinez, Vice-President

Rudy Lopez, Clerk

Irene Lopez, Member

Rosaleah Pallasigue, Member

Gina A. Potter, Ed.D, Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Educational Services,
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: RESOLUTION 19/20-0035 TO MODIFY GRADUATION/PROMOTION REQUIREMENTS FOR STUDENTS CURRENTLY ENROLLED

BACKGROUND INFORMATION:

The World Health Organization declared COVID-19 a global pandemic, and the Governor of the State of California declared a State of Emergency due to the outbreak of the novel coronavirus, for this reason there has been significant disruption to the instruction program for students which prevents them from complying with existing credit, hours of instruction, and graduation and/or promotion requirements.

Resolution 19/20-0035 is needed to modify graduation/promotion requirements for students currently enrolled at our District. Approval of this resolution would allow the superintendent to immediately respond to rapidly changing health and safety concerns and the educational needs of students by modifying instructional programs in a manner which poses the least harm to students as determined by the Superintendent.

RECOMMENDATION:

Adopt Resolution No. 19/20-0035 to Modify Graduation/Promotion Requirements for Students Currently Enrolled due to Emergency Conditions.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

N/A

(Amount)

N/A

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Resolution No. 19/20-0035

BY THE SAN YSIDRO SCHOOL DISTRICT BOARD OF EDUCATION DECLARING EMERGENCY CONDITIONS EXIST AT SCHOOLS AND OFFICES IN THE DISTRICT AND MODIFYING GRADUATION/PROMOTION REQUIREMENTS FOR STUDENTS CURRENTLY ENROLLED

WHEREAS, the World Health Organization has declared COVID-19 is a global pandemic; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency due to the outbreak and spread of a novel coronavirus (COVID-19); and

WHEREAS, as of April 9, 2020, there were 19,044 confirmed cases of COVID-19 and 506 cases reported resulting in death in California: and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20 requiring all California residents to stay home or at their place of residence and all but essential functions have been halted or restricted; and

WHEREAS, on March 13, 2020, the Governor of the State of California issued Executive Order N-26-20 providing for the continuation of state funding of California schools closed as a result of COVID-19; and

WHEREAS, there has been significant disruption to the instruction program for students which prevents them from complying with existing credit, hours of instruction, and graduation and/or promotion requirements; and

WHEREAS, strict compliance with various statutes and regulations would prevent, hinder, or delay appropriate action necessary for the wellbeing of students to mitigate the effects of COVID-19 on instruction; and

WHEREAS, pursuant to Education Code sections 35160 and 35160.1, school districts have broad authority to carry on activities and programs which a school district governing board determines are necessary or desirable in meeting their needs; and

WHEREAS, it is in the best interests of students, staff, and the community to prepare for and implement measures to respond to the closure of schools; and

WHEREAS, it is necessary to ensure that a wide variety of instructional options are available, including but not limited to distance learning for credit recovery; and

WHEREAS, approval of this resolution would allow the District Superintendent to immediately respond to rapidly changing health and safety concerns and the educational needs of students by modifying instructional programs in a manner which poses the least harm to students as determined by the Superintendent, without the need for Board approval unless legally required, for the duration of the COVID-19 emergency.

NOW, THEREFORE BE IT RESOLVED, that the Board of Education of the SAN YSIDRO SCHOOL DISTRICT determines that the circumstances described in this resolution herein constitute an emergency condition for which immediate action is necessary; and

BE IT FURTHER RESOLVED that the Board of Education authorizes the District Superintendent to exert maximum flexibility to respond to the emergency conditions for students, including but not limited to, waiving instructional minutes, setting an end date for classes and grading periods, providing distance learning and/or credit recovery options, and otherwise modifying graduation and promotional requirements; which decisions shall later be reported to the Board and subject to subsequent Board action if deemed necessary; and

BE IT FURTHER RESOLVED that such emergency authority shall continue for the duration of District school closures as a result of COVID-19, unless earlier terminated or modified by the Board.

PASSED AND ADOPTED by the Governing Board of the SAN YSIDRO SCHOOL DISTRICT

at a Virtual Meeting Held on April 16, 2020, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTENTIONS: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0036 - CERTIFYING TO THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ALL PROCEEDINGS IN THE MARCH 3, 2020 GENERAL OBLIGATION BOND ELECTION FOR MEASURE T

BACKGROUND INFORMATION:

This resolution relates to the passage of Measure T and Measure U by the District's voters on March 3, 2020 (the "Bond Election"), and the District's anticipated issuance of the first series of Bonds under each such measure.

Resolution No. 19/20-0036 enters into the minutes of the meeting that Measure T was approved by more than fifty-five percent of the votes cast at the Bond Election and declare that all of the proceedings of the District in connection with the Bond Election have been accomplished according to law.

Adoption of this Resolution starts the 60-day period by which time the District must have established the Citizens' Oversight Committee for Measure T and all members of each committee must have been appointed by the Board.

RECOMMENDATION:

Approve/Adopt Resolution No. 19/20-0036.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 19/20-0036

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT CERTIFYING TO THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ALL PROCEEDINGS IN THE MARCH 3, 2020 GENERAL OBLIGATION BOND ELECTION FOR MEASURE T

WHEREAS, the Board of Education of the San Ysidro School District (the "District") previously adopted a Resolution (the "Election Resolution") requesting the San Diego County Registrar of Voters (the "Registrar") to call an election to be held on March 3, 2020 on a measure to authorize the issuance of \$52,985,000 of general obligation bonds (the "Bond Election") by the District; and

WHEREAS, the Election Resolution was duly delivered to the Registrar; and

WHEREAS, notice of the Bond Election was duly given as required by law; and

WHEREAS, on March 3, 2020, the Bond Election was duly held and conducted for the purpose of voting a measure for the issuance of general obligation bonds of the District in the amount of \$52,985,000 designated on the ballot as Measure T ("Measure T"); and

WHEREAS, the Board of Education of the District has received from the Registrar the Certificate of the Canvass of the Election Returns related to the Bond Election, a copy of which is attached hereto as Exhibit "A" (the "Canvass"); and

WHEREAS, as set forth in the Canvass, more than fifty-five percent of the votes cast on Measure T were in favor of issuing general obligation bonds as described in Measure T.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. That entry be made upon the minutes of the meeting at which this Resolution is adopted that the Measure T has been approved by more than fifty-five percent of the votes cast at the Bond Election.

SECTION 2. That all proceedings of the District in connection with the Bond Election have been accomplished according to law.

SECTION 3. That the Clerk of the Board of Education is hereby requested to deliver a copy of this Resolution to the San Diego County Superintendent of Schools and the Clerk of the Board of Supervisors of San Diego County.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 16th day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

**BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT**

Humberto Gurmilan, President

Attest:

**Rodolfo Lopez
Clerk of the Board of Education**

SECRETARY'S CERTIFICATE

I, Gina A. Potter, Secretary to the Board of Education of the San Ysidro School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on April 16, 2020, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2020

Gina A. Potter, Ed.D.
Secretary to the Board of Education

EXHIBIT A

Canvass and Statement of Results

CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE MARCH 3, 2020,
PRESIDENTIAL PRIMARY ELECTION

STATE OF CALIFORNIA

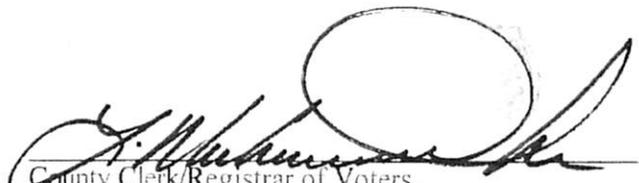
COUNTY OF SAN DIEGO

} ss.

I, Michael Vu, County Clerk/Registrar of Voters of County of San Diego, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the Presidential Primary Election held in said County on March 3, 2020, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 02 day of April, 2020, at the County of San Diego





County Clerk/Registrar of Voters,
County of San Diego
State of California

Canvass Certification of Elections Official
(03/2020)

Tuesday, March 3, 2020

San Ysidro School - MEASURE T - 52,985M DOLLAR BONDS (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

Candidate	Party	Total	
BONDS - YES		3,555	70.09%
BONDS - NO		1,517	29.91%
Total Votes		5,072	

San Ysidro School - MEASURE U - 55,500M DOLLAR BONDS (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

Candidate	Party	Total	
BONDS - YES		3,492	68.90%
BONDS - NO		1,576	31.10%
Total Votes		5,068	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0037 - CERTIFYING TO THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ALL PROCEEDINGS IN THE MARCH 3, 2020 GENERAL OBLIGATION BOND ELECTION FOR MEASURE U

BACKGROUND INFORMATION:

This resolution relates to the passage of Measure T and Measure U by the District's voters on March 3, 2020 (the "Bond Election"), and the District's anticipated issuance of the first series of Bonds under each such measure.

Resolution No. 19/20-0037 enters into the minutes of the meeting that Measure U was approved by more than fifty-five percent of the votes cast at the Bond Election and declare that all of the proceedings of the District in connection with the Bond Election have been accomplished according to law.

Adoption of this Resolution starts the 60-day period by which time the District must have established the Citizens' Oversight Committee for Measure U and all members of each committee must have been appointed by the Board.

RECOMMENDATION:

Approve/Adopt Resolution No. 19/20-0037.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 19/20-0037

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT CERTIFYING TO THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ALL PROCEEDINGS IN THE MARCH 3, 2020 GENERAL OBLIGATION BOND ELECTION FOR MEASURE U

WHEREAS, the Board of Education of the San Ysidro School District (the "District") previously adopted a Resolution (the "Election Resolution") requesting the San Diego County Registrar of Voters (the "Registrar") to call an election to be held on March 3, 2020 on a measure to authorize the issuance of \$55,500,000 of general obligation bonds (the "Bond Election") by the District; and

WHEREAS, the Election Resolution was duly delivered to the Registrar; and

WHEREAS, notice of the Bond Election was duly given as required by law; and

WHEREAS, on March 3, 2020, the Bond Election was duly held and conducted for the purpose of voting a measure for the issuance of general obligation bonds of the District in the amount of \$55,500,000 designated on the ballot as Measure U ("Measure U"); and

WHEREAS, the Board of Education of the District has received from the Registrar the Certificate of the Canvass of the Election Returns related to the Bond Election, a copy of which is attached hereto as Exhibit "A" (the "Canvass"); and

WHEREAS, as set forth in the Canvass, more than fifty-five percent of the votes cast on Measure U were in favor of issuing general obligation bonds as described in the Measure U.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. That entry be made upon the minutes of the meeting at which this Resolution is adopted that the Measure U has been approved by more than fifty-five percent of the votes cast at the Bond Election.

SECTION 2. That all proceedings of the District in connection with the Bond Election have been accomplished according to law.

SECTION 3. That the Clerk of the Board of Education is hereby requested to deliver a copy of this Resolution to the San Diego County Superintendent of Schools and the Clerk of the Board of Supervisors of San Diego County.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 16th day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

**BOARD OF EDUCATION OF THE SAN
YSIDRO SCHOOL DISTRICT**

Humberto Gurmilan, President

Attest:

**Rodolfo Lopez
Clerk of the Board of Education**

SECRETARY'S CERTIFICATE

I, Gina A. Potter, Secretary to the Board of Education of the San Ysidro School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on April 16, 2020, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2020

Gina A. Potter, Ed.D., Secretary

EXHIBIT A

Canvass and Statement of Results

CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE MARCH 3, 2020,
PRESIDENTIAL PRIMARY ELECTION

STATE OF CALIFORNIA

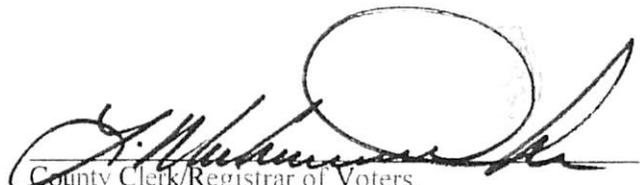
COUNTY OF SAN DIEGO

} ss.

I, Michael Vu, County Clerk/Registrar of Voters of County of San Diego, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the Presidential Primary Election held in said County on March 3, 2020, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 02 day of April, 2020, at the County of San Diego




County Clerk/Registrar of Voters,
County of San Diego
State of California

Canvass Certification of Elections Official
(03/2020)

Tuesday, March 3, 2020

San Ysidro School - MEASURE T - 52,985M DOLLAR BONDS (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

Candidate	Party	Total	
BONDS - YES		3,555	70.09%
BONDS - NO		1,517	29.91%
Total Votes		5,072	

San Ysidro School - MEASURE U - 55,500M DOLLAR BONDS (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

Candidate	Party	Total	
BONDS - YES		3,492	68.90%
BONDS - NO		1,576	31.10%
Total Votes		5,068	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0038 - ESTABLISHING AN INDEPENDENT
CITIZENS' OVERSIGHT COMMITTEE FOR MEASURE T

BACKGROUND INFORMATION:

This resolution relates to the passage of Measure T and Measure U by the District's voters on March 3, 2020 (the "Bond Election"), and the District's anticipated issuance of the first series of Bonds under each such measure.

Measure T was approved under Proposition 39 which requires that the District establish, populate and empower an independent citizens' bond oversight committee for each measure. In connection with the issuance of bonds under Measure T, this resolution establishes a Citizens' Independent Bond Oversight Committee and approves the Bylaws which set forth the power and responsibilities of each measure's Committee. The resolution appoints the members of the District's existing Proposition C Bond Oversight Committee as the members of the Committee for Measure T.

RECOMMENDATION:

Approve/Adopt Resolution No. 19/20-0038 To establish an independent citizens' bond oversight committee as required by Measure T and Sections 15278 et seq. of the California Education Code.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 19/20-0038

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ESTABLISHING A BOND OVERSIGHT COMMITTEE FOR MEASURE T

WHEREAS, the Board of Education of the San Ysidro School District, County of San Diego, State of California (the "Board"), previously adopted a Resolution requesting the Registrar of Voters of the County of San Diego to call an election for general obligation bonds to be held on March 3, 2020 on a measure to authorize the issuance of \$52,985,000 of general obligation bonds (the "Bond Election Resolution"); and

WHEREAS, on March 3, 2020, the election was duly held and conducted for the purpose of voting on a measure, designated as Measure T, for the issuance of general obligation bonds (the "Measure T Bonds") of the San Ysidro School District (the "District") in the amount of \$52,985,000 (the "Measure T"); and

WHEREAS, more than fifty-five percent of the votes cast on Measure T were in favor of issuing the Measure T Bonds; and

WHEREAS, on April 16, 2020, the Board adopted a resolution certifying the results of the Bond Election which results were entered on the minutes of the District; and

WHEREAS, Measure T requires the establishment of an independent citizens' oversight committee within 60 days of the date that the results of the Bond Election are entered on the minutes of the District, the purpose of which shall be to inform the public concerning the expenditure of proceeds of the Bonds; and

WHEREAS, the Board desires to establish an independent citizens' oversight committee (the "Measure T Committee"), as required by Measure T and Sections 15278 et seq. of the California Education Code (the "Code"); and

WHEREAS, on March 3, 2020, a second bond election was duly held and conducted for the purpose of voting on a measure, designated as Measure U ("Measure U"), for the issuance of general obligation bonds of the District in the amount of \$55,500,000 (the "Measure U Bonds"); and

WHEREAS, more than fifty-five percent of the votes cast on Measure U were in favor of issuing the Measure U Bonds; and

WHEREAS, Measure U also requires the establishment of an independent citizens' oversight committee (the "Measure U Committee") within 60 days of the March 3, 2020 election which the Board is establishing on the date hereof through the adoption of a separate resolution; and

WHEREAS, on March 4, 1997, a bond election was duly held and conducted for the purpose of voting on a measure, designated as Proposition C ("Proposition C"), for the issuance of general obligation bonds of the District in the amount of \$250,000,000 (the "Proposition C Bonds"); and

WHEREAS, more than two-thirds of the votes cast on Proposition C were in favor of issuing the Proposition C Bonds; and

WHEREAS, the District created a bond oversight committee (the "Proposition C Committee") for the purpose of monitoring the expenditure of the Proposition C Bond proceeds; and

WHEREAS, the District desires to have the same individuals serve as the Proposition C Committee, the Measure T Committee and the Measure U Committee; and

WHEREAS, the District desires to approve bylaws to govern the Measure T Committee which are attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. The Measure T Committee is hereby established in compliance with the Code and Measure T for the general purpose of informing the public concerning the expenditure of proceeds of the Measure T Bonds and performing the other duties set forth in the Code. The members of the Measure T Committee shall be the same as currently comprise the Proposition C Committee. The terms of the members of the Measure T Committee shall be as set forth in Section 5.4 of the Bylaws and the terms of the Proposition C members are hereby extended to coincide with the terms of the Measure T Committee members.

SECTION 2. The Bylaws, a copy of which is attached hereto as Exhibit A, are hereby approved.

SECTION 3. The Measure T Committee shall have the specific purposes and be operated in the manner required by the Code and the Bylaws, as such Bylaws may be amended from time to time in accordance with their terms.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 16th day of April, 2020, by the following vote:

AYES: NOES: ABSENT: ABSTENTIONS:

BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT

Humberto Gurmilan, President

Attest:

Rodolfo Lopez
Clerk of the Board of Education

SECRETARY'S CERTIFICATE

I, Gina A. Potter, Secretary to the Board of Education of the San Ysidro School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on April 16, 2020, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2020

Gina A. Potter, Ed.D., Secretary

EXHIBIT A
BOND OVERSIGHT COMMITTEE
BYLAWS

Section 1. Committee Established. The San Ysidro School District (the “District”) caused Measure T to be placed on the ballot for the March 3, 2020 (the “Election”) and the voters of the District approved Measure T authorizing the District to issue up to \$52,985,000 aggregate principal amount of the general obligation bonds. The Election was conducted in accordance with the Strict Accountability in Local School Construction Bonds Act of 2000, Section 15264 *et seq.* of the Education Code of the State (“Proposition 39”). Pursuant to Section 15278 of the Education Code, the District is obligated to establish an independent citizens oversight committee in order to satisfy the accountability requirements of Proposition 39. On April 16, 2020, the Board of Education of the San Ysidro School District (the “Board”) established an independent citizens oversight committee for Measure T (the “Committee”) and these bylaws (the “Bylaws”) for the Committee to be governed by. The Committee does not have legal capacity independent from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Proposition 39, and these Bylaws are specifically made subject to the applicable provisions of Proposition 39 as to the duties and rights of the Committee. Minutes of the proceedings of the Committee and all documents received and reports issued shall be a matter of public record and be made available on an internet website maintained by the Board. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Proposition 39.

The proceeds of general obligation bonds issued pursuant to the Election are hereinafter referred to as “bond proceeds.” The Committee shall confine itself specifically to monitoring the expenditure of bond proceeds generated under Measure T. Projects undertaken with monies generated from sources other than bond proceeds shall fall outside the scope of the Committee’s review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the duties set forth in Sections 3.1, 3.2 and 3.3 below and shall observe the limitations set forth in Sections 3.4 and 3.5 below.

3.1 **Inform the Public.** The Committee shall inform the public concerning the District’s expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the consensus view of the Committee.

3.2 **Review Expenditures.** The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in the Measure T; and (b) no bond proceeds were used for any teacher or administrative salaries or other operating expenses.

3.3 **Annual Report.** The Committee shall present to the Board, in public session, an annual written report which shall include the following:

- (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board and/or Superintendent. Either the Board or the Superintendent, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (a) Approval of contracts,
- (b) Approval of change orders,
- (c) Expenditure of bond proceeds,
- (d) Handling of all legal matters,
- (e) Approval of project plans and schedules,
- (f) Approval of all deferred maintenance plans, and
- (g) Approval of the sale of bonds.

3.5 Measure T Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

(a) Projects financed without bond proceeds either through the State of California, developer fees, tax increment revenues, certificates of participation, special taxes, lease/revenue bonds, the District general fund or other sources, which shall be outside the authority of the Committee.

(b) The establishment of priorities and order of construction for the projects to be funded with bond proceeds, which shall be made by the Board in its sole discretion.

(c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the projects funded with bond proceeds which shall be based on criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) which shall be determined by the Board in its sole discretion.

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee which shall be determined by the Board in its sole discretion and may be the audit firm that audits the District's financial statements.

(f) The approval of an annual budget for the Committee that is sufficient to carry out its activities which shall be determined by the Board in its sole discretion.

(g) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, which shall be based on criteria adopted in the Board's sole discretion as part of carrying out its function under Proposition 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Sections 3.1, 3.2 and 3.3 above, the Committee may engage in any of the activities authorized under Proposition 39 including the following:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit as required by Article XIII A of the California Constitution.

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent, in order to ensure that bond proceeds are expended in accordance with the requirements of Article XIII A of the California Constitution.

(c) Receive and review copies of any deferred maintenance proposals or plans for facilities financed with bond proceeds.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures, including, but not limited to, those set forth in Section 15278(c)(5) of the Education Code.

Section 5. Membership.

5.1 Number.

The Committee shall consist of seven (7) members appointed by the Board in such manner as the Board determines, and based on criteria established by Proposition 39, which provides that:

- One (1) member shall be the parent or guardian of a child enrolled in the District.
- One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the P.T.A. or a school site council.
- One (1) member shall be active in a business organization representing the business community located in the District.
- One (1) member shall be active in a senior citizens' organization.
- One (1) member shall be active in a bona-fide taxpayers association.
- Two (2) members shall be from the community at-large.

5.2 Qualification Standards.

- (a) To be a qualified person, a Committee member must be at least 18 years of age.
- (b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Chapter 1 of Division 4 of Title 1 of the Government Code. Additionally, each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

5.4 Term. Each member shall serve a minimum term of two (2) years, commencing on the date of the first meeting of the Committee. Upon the expiring term of a member, such member may be appointed for a new two (2) year term or a new member may be selected for a two (2) year term. No member may serve more than three (3) consecutive terms.

5.5 Appointment. The initial members of the Committee shall be those members of the Proposition C Committee. With respect to any vacancies and future appointments, Members of the Committee shall be appointed by the Board through the following process: (a) appropriate local groups and community members will be solicited for applications; (b) the Superintendent will review the applications; (c) the Superintendent will make recommendations to the Board; and (d) the Board shall appoint the members of the Committee.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process, shall fill any vacancies on the Committee. Vacancies shall be filled within 90 days from the initial date of each such vacancy. Any person appointed to fill a vacancy shall serve for the remainder of the term of the member whose position is being filled.

5.7. Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District, (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual, and (c) the Committee may only request copies of reports and documents which have been previously presented to the Board and which are a public record.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee shall meet at least once a year but no more frequently than quarterly unless requested by the Board to meet more often.

6.2 Location. All meetings shall be held within the boundaries of the District except that Committee members may participate by teleconference as set forth in Section 6.3 below.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* (the "Brown Act") and may be noticed and

conducted in any manner that is consistent with the Brown Act, as modified by any emergency declaration of the Governor of the State of California or other authorized officer of the State, including by teleconference. A majority of the number of Committee members shall constitute a quorum for the transaction of any business of the Committee.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a) preparation of and posting of public notices as required by the *Ralph M. Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) preparation, translation and copies of any documentary meeting materials, such as agendas and reports; and

(d) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend Committee proceedings in order to report on the status of projects and the expenditures of bond proceeds.

7.3 No bond proceeds shall be used to provide District support to the Committee.

Section 8. Reports. In addition to the Annual Report required in Section 3.3, the Committee may report to the Board from time to time in order to advise the Board on the activities of the Committee. The Annual Report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Superintendent shall appoint the initial Chair to serve for an initial two (2) year term. The Committee shall elect an initial Vice-Chair. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall act as chair only when the Chair is absent.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a majority vote of the Board.

Section 11. Termination. The Committee shall automatically terminate and disband 180 days after all Measure T bond proceeds are spent.

BOND OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT

This Ethics Policy Statement provides general guidelines for members of the Bond Oversight Committee (the “Committee”) established by the San Ysidro School District (the “District”) in carrying out their responsibilities. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds or (2) any construction project which will benefit the committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the District;

- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0039 - ESTABLISHING AN INDEPENDENT
CITIZENS' OVERSIGHT COMMITTEE FOR MEASURE U

BACKGROUND INFORMATION:

This resolution relates to the passage of Measure T and Measure U by the District's voters on March 3, 2020 (the "Bond Election"), and the District's anticipated issuance of the first series of Bonds under each such measure.

Measure U was approved under Proposition 39 which requires that the District establish, populate and empower an independent citizens' bond oversight committee for each measure. In connection with the issuance of bonds under Measure U, this resolution establishes a Citizens' Independent Bond Oversight Committee and approves the Bylaws which set forth the power and responsibilities of each measure's Committee. The resolution appoints the members of the District's existing Proposition C Bond Oversight Committee as the members of the Committee for Measure U.

RECOMMENDATION:

Approve/Adopt Resolution No. 19/20-0039 to establish an independent citizens' bond oversight committee as required by Measure U and Sections 15278 et seq. of the California Education Code.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 19/20-0039

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ESTABLISHING A BOND OVERSIGHT COMMITTEE FOR MEASURE U

WHEREAS, the Board of Education of the San Ysidro School District, County of San Diego, State of California (the "Board"), previously adopted a Resolution requesting the Registrar of Voters of the County of San Diego to call an election for general obligation bonds to be held on March 3, 2020 on a measure to authorize the issuance of \$52,985,000 of general obligation bonds (the "Bond Election Resolution"); and

WHEREAS, on March 3, 2020, the election was duly held and conducted for the purpose of voting on a measure, designated as Measure U, for the issuance of general obligation bonds (the "Measure U Bonds") of the San Ysidro School District (the "District") in the amount of \$55,500,000 (the "Measure U"); and

WHEREAS, more than fifty-five percent of the votes cast on Measure U were in favor of issuing the Measure U Bonds; and

WHEREAS, on April 16, 2020, the Board adopted a resolution certifying the results of the Bond Election which results were entered on the minutes of the District; and

WHEREAS, Measure U requires the establishment of an independent citizens' oversight committee within 60 days of the date that the results of the Bond Election are entered on the minutes of the District, the purpose of which shall be to inform the public concerning the expenditure of proceeds of the Bonds; and

WHEREAS, the Board desires to establish an independent citizens' oversight committee (the "Measure U Committee"), as required by Measure U and Sections 15278 et seq. of the California Education Code (the "Code"); and

WHEREAS, on March 3, 2020, a second bond election was duly held and conducted for the purpose of voting on a measure, designated as Measure T ("Measure T"), for the issuance of general obligation bonds of the District in the amount of \$52,985,000 (the "Measure T Bonds"); and

WHEREAS, more than fifty-five percent of the votes cast on Measure T were in favor of issuing the Measure T Bonds; and

WHEREAS, Measure T also requires the establishment of an independent citizens' oversight committee (the "Measure T Committee") within 60 days of the March 3, 2020 election which the Board is establishing on the date hereof through the adoption of a separate resolution; and

WHEREAS, on March 4, 1997, a bond election was duly held and conducted for the purpose of voting on a measure, designated as Proposition C ("Proposition C"), for the issuance of general obligation bonds of the District in the amount of \$250,000,000 (the "Proposition C Bonds"); and

WHEREAS, more than two-thirds of the votes cast on Proposition C were in favor of issuing the Proposition C Bonds; and

WHEREAS, the District created a bond oversight committee (the "Proposition C Committee") for the purpose of monitoring the expenditure of the Proposition C Bond proceeds; and

WHEREAS, the District desires to have the same individuals serve as the Proposition C Committee, the Measure U Committee and the Measure T Committee; and

WHEREAS, the District desires to approve bylaws to govern the Measure U Committee which are attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. The Measure U Committee is hereby established in compliance with the Code and Measure U for the general purpose of informing the public concerning the expenditure of proceeds of the Measure U Bonds and performing the other duties set forth in the Code. The members of the Measure U Committee shall be the same as currently comprise the Proposition C Committee. The terms of the members of the Measure U Committee shall be as set forth in Section 5.4 of the Bylaws and the terms of the Proposition C members are hereby extended to coincide with the terms of the Measure U Committee members.

SECTION 2. The Bylaws, a copy of which is attached hereto as Exhibit A, are hereby approved.

SECTION 3. The Measure U Committee shall have the specific purposes and be operated in the manner required by the Code and the Bylaws, as such Bylaws may be amended from time to time in accordance with their terms.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 16th day of April, 2020, by the following vote:

AYES: NOES: ABSENT: ABSTENTIONS:

BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT

Humberto Gurmilan, President

Attest:

Rodolfo Lopez
Clerk of the Board of Education

SECRETARY'S CERTIFICATE

I, Gina A. Potter, Secretary to the Board of Education of the San Ysidro School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on April 16, 2020, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2020

Gina A. Potter, E.D., Secretary

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BOND OVERSIGHT COMMITTEE
BYLAWS

Section 1. Committee Established. The San Ysidro School District (the “District”) caused Measure U to be placed on the ballot for the March 3, 2020 (the “Election”) and the voters of the District approved Measure U authorizing the District to issue up to \$52,985,000 aggregate principal amount of the general obligation bonds. The Election was conducted in accordance with the Strict Accountability in Local School Construction Bonds Act of 2000, Section 15264 *et seq.* of the Education Code of the State (“Proposition 39”). Pursuant to Section 15278 of the Education Code, the District is obligated to establish an independent citizens oversight committee in order to satisfy the accountability requirements of Proposition 39. On April 16, 2020, the Board of Education of the San Ysidro School District (the “Board”) established an independent citizens oversight committee for Measure U (the “Committee”) and these bylaws (the “Bylaws”) for the Committee to be governed by. The Committee does not have legal capacity independent from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Proposition 39, and these Bylaws are specifically made subject to the applicable provisions of Proposition 39 as to the duties and rights of the Committee. Minutes of the proceedings of the Committee and all documents received and reports issued shall be a matter of public record and be made available on an internet website maintained by the Board. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee’s purposes, as set forth in Proposition 39.

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Section 3. Duties. To carry out its stated purposes, the Committee shall perform the duties set forth in Sections 3.1, 3.2 and 3.3 below and shall observe the limitations set forth in Sections 3.4 and 3.5 below.

3.1 **Inform the Public.** The Committee shall inform the public concerning the District’s expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the consensus view of the Committee.

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(b) A summary of the Committee's proceedings and activities for the preceding year.

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POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds or (2) any construction project which will benefit the committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the District;

- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0040 - AUTHORIZING PETITION TO SAN DIEGO COUNTY BOARD OF SUPERVISORS FOR THE CANCELATION OF UNSOLD BONDS AS PROVIDED BY SECTION 15200 OF THE EDUCATION CODE

BACKGROUND INFORMATION:

This resolution relates to the passage of Measure T and Measure U by the District's voters on March 3, 2020 (the "Bond Election"), and the District's anticipated issuance of the first series of Bonds under each such measure.

In connection with the Bond Election, the District resolved that it would cancel the remaining unsold bond authorization under Proposition C if Measure T and Measure U were approved. Because the District's voters approved Measure T and Measure U, this Resolution authorizes the District to petition the San Diego County Board of Supervisors to cancel the remaining Proposition C authorization, as required by law.

RECOMMENDATION:

In connection with the Bond Election, the District resolved that it would cancel the remaining unsold bond authorization under Proposition C if Measure T and Measure U were approved. Because the District's voters approved Measure T and Measure U, this Resolution authorizes the District to petition the San Diego County Board of Supervisors to cancel the remaining Proposition C authorization, as required by law.
Approve/Adopt Resolution No. 19/20-0040.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 19/20-0040

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT AUTHORIZING PETITION
TO SAN DIEGO COUNTY BOARD OF SUPERVISORS FOR
THE CANCELATION OF UNSOLD BONDS AS PROVIDED BY
SECTION 15200 OF THE EDUCATION CODE**

WHEREAS, on March 4, 1997, the voters of the San Ysidro School District (the "District") approved Proposition C, a \$250 million bond measure ("Proposition C") for the issuance of general obligation bonds of the District; and

WHEREAS, the District has \$108,487,389 of authorized but unissued bonds under Proposition C (the "Unissued Proposition C Bonds") and has determined that due to certain limitations in the Proposition C ballot proposition it cannot access the remaining authorization in the immediate future which will be detrimental to students and residents of the District; and

WHEREAS, on March 3, 2020, the voters of the District approved the authorization of two separate bond measures which appeared on the ballot as Measure T and Measure U (together, the "2020 Bond Measures") which approved the issuance of \$108,485,000 of general obligation bonds of the District; and

WHEREAS, in the resolutions calling the bond elections on Measure T and Measure U, the Board of Education of the District (the "Board") covenanted not to issue the Unissued Proposition C Bonds if the 2020 Bond Measures were adopted by the voters and to take steps in accordance with Education Code Section 15200 *et. seq* to cancel the authorization for the Unissued Proposition C Bonds; and

WHEREAS, the Board desires to fulfill its covenant by petitioning the Board of Supervisors of the County of San Diego pursuant to Education Code Section 15200 to cancel the authorization with respect to the Unissued Proposition C Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:**

Section 1. The foregoing recitals are true and correct and are hereby incorporated by this reference.

Section 2. A petition to cancel the Unissued Proposition C Bonds in accordance with Education Code Section 15200 *et seq.* is hereby authorized and each member of the Board is hereby authorized to sign such petition in accordance with said code sections. Once the petition has been signed by a majority of the members of the Board, the Superintendent is authorized to file the petition with the Board of Supervisors.

Section 3. All actions heretofore taken by officers and consultants of the District with respect to the within-referenced petition are hereby approved, confirmed and ratified, and the Superintendent, Chief Business Official, or designee(s) thereof are hereby authorized and directed to execute all documents and to take all actions necessary to cause or facilitate the filing of the petition with, and the approval of the petition by the Board of Supervisors.

PASSED AND ADOPTED this 16th day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

**BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT**

Humberto Gurmilan, President

Attest:

**Rodolfo Lopez,
Clerk of the Board of Education**

STATE OF CALIFORNIA)
)ss
SAN DIEGO COUNTY)

I, Gina A. Potter, do hereby certify that the foregoing is a true and correct copy of Resolution No. 19/20-0040, which was duly adopted by the Board of Education of the San Ysidro School District at meeting thereof held on the 16th day of April, 2020, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
 Gina A. Potter, Ed.D.
 Secretary of the Board of Education
 of the San Ysidro School District

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 19/20-0041 -
AUTHORIZING REQUEST FOR WAIVER FROM THE STATE BOARD OF
EDUCATION RELATIVE TO STATUTORY GENERAL OBLIGATION BOND DEBT
LIMITATIONS AS PROVIDED BY SECTION 15102 OF THE EDUCATION CODE

BACKGROUND INFORMATION:

This resolution relates to the passage of Measure T and Measure U by the District's voters on March 3, 2020 (the "Bond Election"), and the District's anticipated issuance of the first series of Bonds under each such measure.

California Education Code Section 33050 (the "Waiver Law") authorizes the governing board of a school district to request the State Board of Education (the "SBE") to waive all or part of any statutory requirements of the Education Code, except for those provisions which the Waiver Law exempts from waiver.

In order to issue bonds under Measure T and Measure U, the District will require a waiver of a statutory provision which limits the total amount of bonds that can be issued by the District to 1.25% of its current assessed valuation. This Resolution would authorize the filing of a waiver request under the Waiver Law for such a purpose. This Resolution would authorize District staff to complete all necessary documentation and take any additional actions required by the SBE in order to facilitate the approval of the waiver request.

The District is required by the Waiver Law to hold a public hearing prior to the adoption of this Resolution. A public hearing regarding the waiver has been scheduled for April 16, 2020, at which members of the public may be heard. This Resolution will be considered by the Board for adoption at the conclusion of the hearing. Notice of the public hearing was published in the San Diego Union Tribune on April 4, 2020, pursuant to the Waiver Law.

RECOMMENDATION:

1. Conduct Public Hearing
2. Approve and Adopt Resolution No. 19/20-0041.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 19/20-0041

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT AUTHORIZING REQUEST
FOR WAIVER FROM THE STATE BOARD OF EDUCATION
RELATIVE TO STATUTORY GENERAL OBLIGATION
BOND DEBT LIMITATIONS AS PROVIDED BY SECTION
15102 OF THE EDUCATION CODE**

WHEREAS, the issuance of up to \$52,985,000 of general obligation bonds of the San Ysidro School District (the “District”), was authorized by the voters of the District at an election held on March 3, 2020, at which the requisite 55% of the voters of the District voting on a proposition authorizing the issuance of such bonds (“Measure T”), the proceeds of which are to be used to acquire, construct, repair and equip school facilities as described in Measure T and as approved by such voters; and

WHEREAS, the issuance of up to \$55,500,000 of general obligation bonds of the District was authorized by the voters of the District at an election held on March 3, 2020, at which the requisite 55% of the voters of the District voting on a proposition authorizing the issuance of such bonds (“Measure U”), the proceeds of which are to be used to acquire, construct, repair and equip school facilities as described in Measure U and as approved by such voters; and

WHEREAS, Section 15102 of the California Education Code (the “Education Code”) provides that a California school district, such as the District, with authorized general obligation bonds may only issue such bonds in an amount not to exceed 1.25% of the assessed value of property within the District; and

WHEREAS, in order to finance needed school facilities within the District, the District desires to issue and sell general obligation bonds pursuant to the Measure T and Measure U authorizations in an amount in excess of the limitation set forth in Section 15102 of the Education Code; and

WHEREAS, Section 33050 of the Education Code allows the State Board of Education (“SBE”) to waive any provisions of the Education Code, following public hearing on the matter, except for those provisions therein specified as not being subject to a waiver; and

WHEREAS, the District desires to seek a waiver (the “Waiver”) of the provisions of Education Code Section 15102, which are subject to waiver by the SBE, in order to issue bonds pursuant to Measure T and Measure U in excess of the assessed value limits in Education Code Section 15102; and

WHEREAS, pursuant to SBE requirements for seeking the Waiver, the District has consulted with the exclusive representatives of employees, including (i) the San Ysidro Education Association and the California School Employees’ Association, and invited their participation in the development of the Waiver prior to a public hearing on the matter; and

WHEREAS, the District has provided prior written notice of a public hearing to be held on April 16, 2020 regarding the Waiver and inviting public comment on the Waiver, and a public hearing on the Waiver was held on such date.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the foregoing recitals are true and correct and are hereby incorporated by this reference.

Section 2. That the District provided written notice in a newspaper of general circulation and on the District's website and at the District office stating the time, place and date of the public hearing to be held on April 16, 2020, and the notice specifically invited public comment on the Waiver.

Section 3. That a public hearing was held on April 16, 2020 in compliance with all applicable laws at which time all comments from persons desiring to provide testimony concerning the Waiver were received by the Board and all information was duly considered. The April 16, 2020 public hearing was held by teleconference in accordance with the procedures Executive Order N-25-20 as modified by Executive Order N-29-20 in that members of the public were allowed to participate telephonically or otherwise electronically.

Section 4. That the District has satisfied all applicable procedural requirements necessary to submit the Waiver to the SBE.

Section 5. That the District's Superintendent and the District's Chief Business Official, or a designee thereof, is directed to cause a request for the Waiver to be submitted to the California Department of Education for consideration by the SBE in regard to authorizing the District to exceed the statutory general obligation bond debt limitation set forth in Section 15102 of the Education Code such that bonds of Measure T and Measure U may be issued so long as the current bonded indebtedness of the District not exceed 2.47% of the assessed value of property within the District. The waiver to exceed the limitation set forth in Section 15102 of the Education Code is expected to be needed through Fiscal Year 2029-30.

Section 6. That all actions heretofore taken by officers and consultants of the District with respect to the Waiver are hereby approved, confirmed and ratified, and the Superintendent, Chief Business Official, or designee(s) thereof are hereby authorized and directed to execute all documents and to take all actions necessary to cause or facilitate the submission, review and approval of the Waiver by the SBE.

ADOPTED, SIGNED AND APPROVED this 16th day of April, 2020 by the Board of Education of the San Ysidro School District.

**BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT**

Humberto Gurmilan, President

Attest:

Rodolfo Lopez,
Clerk of the Board of Education

13.10, 13.11 and 13.12
Page 4 of 5

STATE OF CALIFORNIA)
)ss
SAN DIEGO COUNTY)

I, Rodolfo Lopez, do hereby certify that the foregoing is a true and correct copy of Resolution No. 19/20-0041, which was duly adopted by the Board of Education of the San Ysidro School District at meeting thereof held on the 16th day of April, 2020, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Rodolfo Lopez, Clerk of the Board of Education
of the San Ysidro School District

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0042 - APPROVING A DEBT ISSUANCE AND MANAGEMENT POLICY IN ACCORDANCE WITH SENATE BILL 1029

BACKGROUND INFORMATION:

This resolution relates to the passage of Measure T and Measure U by the District's voters on March 3, 2020 (the "Bond Election"), and the District's anticipated issuance of the first series of Bonds under each such measure.

Prior to January 1, 2017, California law required public agencies to provide certain information to the California Debt and Investment Advisory Commission ("CDIAC") no later than 30 days prior to the sale of the debt. Senate Bill 1029 ("S.B. 1029"), signed into law on September 12, 2016, amended the existing law to place additional reporting obligations on issuers of debt. In part, S.B. 1029 requires that at least 30 days before the sale of any debt issue, a public issuer of debt certify that it has adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with the local debt policies. S.B. 1029 lists certain topics to be covered in the local debt policies.

The District expects to issue general obligation bonds under Measure T and Measure U, and therefore must adopt a debt issuance and management policy in compliance with S.B. 1029. Bond Counsel has assisted the District in preparing a debt issuance and management policy that is in compliance with S.B. 1029 and this Resolution will adopt that policy.

RECOMMENDATION:

Approve/Adopt Resolution No. 19/20-0042.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 19/20-0042

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT APPROVING A DEBT
ISSUANCE AND MANAGEMENT POLICY IN ACCORDANCE
WITH SENATE BILL 1029**

WHEREAS, the State legislature has enacted Senate Bill 1029, amending, in part, Government Code Section 8855, which requires all public agencies to certify at least 30 days prior to the sale of any debt issue, that it has adopted local debt policies addressing the topics set forth in Government Code Section 8855(i); and

WHEREAS, the Board of Education (the "Board") of the San Ysidro School District (the "District") expects to issue general obligation bonds approved by the voters and may issue other types of obligations from time to time; and

WHEREAS, the Board desires to adopt a Debt Issuance and Management Policy in compliance with Government Code Section 8855(i);

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:**

Section 1. The Board finds and determines that the foregoing recitals are true and correct.

Section 2. The Board approves and adopts the Debt Issuance and Management Policy attached hereto as Exhibit A.

Section 3. Officers of the Board, the Superintendent and other District officials as designated by the Superintendent are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 16th day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

**BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT**

By: _____
Humberto Gurmilan, President

Attest:

Rodolfo Lopez, Clerk

CLERK'S CERTIFICATE

I, Rodolfo Lopez, Clerk of the Board of Education of the San Ysidro School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on April 16, 2020, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2020

Clerk of the Board of Education of the San
Ysidro School District

EXHIBIT A

SAN YSIDRO SCHOOL DISTRICT

DEBT ISSUANCE AND MANAGEMENT POLICY

This Debt Issuance and Management Policy (the “Policy”) provides written guidelines for the issuance of indebtedness by the San Ysidro School District (the “District”). The Board of Education (the “Board”) of the District recognizes the importance of adopting a sound, transparent and comprehensive debt policy in order to support its strategic plan, priorities and objectives and to satisfy the requirements of Government Code Section 8855(i).

Article I

Purpose and Goals

This Policy provides a framework for debt management and capital planning by the District.

This Policy has been developed to meet the following goals:

- (1) Identifying the purposes for which the debt proceeds may be used.
- (2) Identifying the types of debt that may be issued.
- (3) Describing the relationship of the debt to, and integration with, the District’s capital improvement program or budget.
- (4) Establishing policy goals related to the District’s planning goals and objectives.
- (5) Implementing internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use upon completion of the issuance.
- (6) Providing accountability and transparency with respect to the District’s existing and proposed debt issuances.

Article II

Purposes for Which Debt Proceeds May be Used

Section 2.01. Purposes for the Issuance of Debt

A. General. The laws of the State of California (the “State”) authorize the District to incur debt for school improvement projects, to provide for cash flow needs and to refund existing debt. For purposes of this Policy references to debt shall include lease financings which, although not technically debt within the meaning of the California Constitution, are often used to finance capital improvements of school districts and require payment in a manner similar to debt.

B. School Facilities. The District is authorized to issue various types of debt to acquire, construct, reconstruct, rehabilitate, replace, improve, extend, enlarge, and equip school facilities owned and operated by the District and proceeds of debt may be used for any of such purposes.

C. Cash Flow. The District may deem it necessary to finance cash flow requirements under certain conditions. Such cash flow borrowing must be payable from taxes, income, revenue, cash receipts and other moneys attributable to the fiscal year in which the debt is issued. The proceeds of such debt will be used to fund District operating costs until the debt is repaid from the taxes and other sources of revenues pledged to repayment are received by the District. Operating costs include, but are not limited to, those items normally funded in the District's annual operating budget.

D. Refundings. The District is authorized to issue debt to refund previously issued debt. Proceeds of refunding debt will be applied to refund previously issued debt and pay costs of issuance related to refunding debt. Generally refunding debt will be issued to reduce debt service costs to the District but the District may issue refunding debt to restructure other debt if determined by the Board to be in the best interests of the District.

Section 2.02. State Law

A. Debt Limit. Section 18 of Article XVI of the State Constitution contains the "debt limitation" provisions applicable to the District.

B. General Obligation Bonds. There are a number of State laws that govern the issuance of general obligation bonds ("GO Bonds") by school districts. Sections 1(b)(2) (Proposition 46) and 1(b)(3) of Article XIII A (Proposition 39) of the State Constitution allow the District to issue GO Bonds. The statutory authority for issuing GO Bonds, as well as bond anticipation notes ("BANs"), is contained in Education Code Section 15000 *et seq.* Additional provisions applicable only to Proposition 39 GO Bonds are contained in Education Code Section 15264 *et seq.* An alternative procedure for issuing GO Bonds is also available in Government Code Section 53506 *et seq.* The District may also issue refunding GO Bonds pursuant to Government Code Section 53550 *et seq.*

C. Other Financing Authority. The statutory authority for issuing Tax and Revenue Anticipation Notes ("TRANs") is contained in Government Code Section 53850 *et seq.* Authority for lease financings is found in Education Code Section 17455 *et seq.* and additional authority is contained in Education Code Sections 17400 *et seq.*, 17430 *et seq.* and 17450 *et seq.*, and Government Code 4217.10 *et seq.* The District may also form community facilities districts, for which the Board would serve as the legislative body, to issue Mello-Roos bonds pursuant to Government Code Section 53311 *et seq.* (the "Mello-Roos Act").

Article III

Types of Debt That May be Issued

Section 3.01. Types of Debt Authorized to be Issued

A. Short-Term. The District may issue fixed-rate and/or variable rate short-term debt, to enable the District to meet its cash flow requirements. Potential financing sources for cash flow needs include TRANs issued by the District, temporary borrowing from the San Diego County Treasurer and Tax Collector, and temporary interfund borrowing from other District funds. The District's

Superintendent, or Chief Business Official (“CBO”), will review potential financing methods to determine which method is most prudent for the District and recommend an approach to the Board. The District may also issue BANs to provide interim financing for school facilities projects that will ultimately be paid from GO Bonds.

B. Long-Term: Long-term debt may be issued to finance site acquisition, capital facilities projects and equipment where it is appropriate to spread the cost of the projects over more than one budget year. Long-term debt should not be used to fund District operations. Long-term debt will typically take the form of lease financing, GO Bonds or Mello-Roos bonds as described in paragraphs C, D and E below.

C. Lease Financing. Lease-purchase obligations are a routine and appropriate means of financing equipment purchases and capital facilities. However, such lease-purchase obligations may impact on budget flexibility as they generally are paid from General Fund moneys. Lease financings may take the form of a direct placement with a lessor or be coupled with the issuance of certificates of participation or lease revenue bonds purchased by investors in the public capital markets.

D. General Obligation Bonds. A significant portion of the District’s capital projects are projected to be funded by GO Bond proceeds. Projects financed by GO Bond proceeds will be determined by the constraints of applicable law and the project list approved by voters. Long term debt in the form of GO Bonds may be issued under Article XIII A of the State Constitution, either under Proposition 46, which requires approval by at least a two-thirds (66.67%) majority of voters, or Proposition 39, which requires approval by at least 55% of voters, subject to certain accountability requirements and additional restrictions.

E. Mello-Roos Bonds: The District may elect to form one or more community facilities district pursuant to the Mello-Roos Act (a “CFD”) over all or a portion of the District and, subject to registered voter or landowner approval as determined by statute, may issue debt to be repaid from special taxes levied on property within each CFD to finance equipment and capital facilities.

Article IV

Relationship of Debt to and Integration with District’s Capital Improvement Program or Budget

Section 4.01. Impact on Operating Budget

In considering the issuance of debt for capital projects, the District should evaluate the impact of such debt on its operating budget, both short and long-term, due to debt service costs as well as additional costs associated with new projects. The cost of debt issued for major capital repairs or replacements should be judged against the potential cost of delaying such repairs and potential adverse impacts on the District’s educational program due to debt service costs.

Section 4.02. Capital Improvement Program

In considering the issuance of debt for capital projects, the District should evaluate how the issuance will further the implementation of the District’s capital improvement program. The CBO and the facilities staff have responsibility for the planning and management of the District’s capital improvement program subject to review and approval by the Board. Staff will, as appropriate,

supplement and revise any applicable Facilities Master Plan (or similar document) in keeping with the District's current needs for the acquisition, development and/or improvement of District's real estate and facilities. Such plans may include a summary of the estimated cost of each project, schedules for the projects, the expected quarterly cash requirements, and annual appropriations, in order for the projects to be completed. The District should strive not to issue debt earlier than it is needed to meet the facilities needs outlined in the Facilities Master Plan (or similar document).

Section 4.03. Refunding and Restructuring Policy

A. Considerations for Refunding and Restructuring District Debt.

1. District's Best Interest. Whenever deemed to be in the best interest of the District, the District shall consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or will provide added flexibility to District operations.

2. Net Present Value Analysis. The CBO should review a net present value analysis of any proposed refunding in order to make a determination regarding the cost-effectiveness of the proposed refunding. In cases where the refunding results in net present value debt service savings, the CBO may make a recommendation to the Board as to how to structure the receipt of savings over time. In the case of a restructuring where there are no debt service savings, the CBO shall provide to the Board an explanation as to how the restructuring will benefit District operations.

3. Comply with Existing Legal Requirements. The refunding or restructuring of any existing debt shall comply with all applicable State and Federal laws governing such issuance.

Article V

Policy Goals Related to District's Planning Goals and Objectives

In following this Policy, the District shall pursue the following goals:

1. The District shall strive to fund capital improvements from voter-approved GO Bonds or Mello-Roos bonds to preserve the availability of its General Fund for District operating purposes and other purposes that cannot be funded by such bond issues.

2. To the extent applicable, the District shall endeavor to attain the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements.

3. The CBO shall become familiar with the standards applied by credit rating agencies to its debt and will seek to avoid any financial decision that will negatively impact credit ratings on existing or future debt issues.

4. The District shall, with respect to GO Bonds, undertake bond issues that are consistent with its statutory debt limit in relation to assessed value within the District, or where deemed beneficial to the District and its educational program will seek a waiver of such limit, and will assume reasonable levels of assessed valuation growth in projecting the tax rate needed to repay such debt.

5. The District shall consider market conditions and District cash flows when timing the issuance of debt.

6. The District shall determine the amortization (maturity) schedule which will fit best within the overall debt structure of the District at the time the new debt is issued. All debt issued by the District shall mature within the limits set forth in applicable provisions of the Education Code or the Government Code.

7. The District shall set the duration of a long-term debt issue to be consistent, to the extent possible, with the economic or useful life of the improvement or capital asset being financed. Generally, the final maturity of the debt shall be equal to or less than the useful life of the assets being financed, and the average life of the financing shall not exceed 120% of the average life of the assets being financed. In addition, the District shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

8. The District shall, when issuing debt, assess opportunities to include new and innovative financing approaches, including whenever feasible, categorical grants, revolving loans or other State/federal aid, including State matching funds for facilities, so as to minimize the encroachment on the District's General Fund.

9. The District shall, when planning for the sizing and timing of debt issuance, consider its ability to expend the funds obtained in a timely, efficient and economical manner. Unless required for structuring purposes (e.g. first interest payment due before levy dollars are received), the District will seek to minimize the use of capitalized interest in order to avoid unnecessarily increasing the bond size and interest expense.

10. The District shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, provide flexibility, and, as practical, to maximize its debt capacity for future use.

11. The District shall consider the following guidelines when issuing debt:

a. *New Money Bond Issuances:* For new money debt issuances, the District shall size all tax-exempt issuances consistent with the "spend-down" requirements of the Internal Revenue Code and within any limits approved by the District's voters.

b. *Refunding Bond Issuances:* The sizing of refunding bonds will be determined by the amount of money that will be required to pay the principal of and any accrued interest and redemption premium on the debt being refunded and to cover appropriate financing costs.

12. The District shall determine, based on advice from its municipal advisor, the optimal method of sale for each debt issuance which may be undertaken either as a sale to the public by competitive or negotiated sale or as a direct placement with a bank or other investor.

Article VI

**Internal Control Procedures
to Ensure Intended Use of Proceeds**

Section 6.01. Control Procedures

A. Purpose. The purpose of the District's internal control procedures with respect to debt issuances is to ensure that the District complies with all requirements set forth in the controlling documents pursuant to which any debt is issued and that the proceeds are spent for the intended purposes authorized by the District when approving the debt issuance.

B. Responsible Officer. The CBO is the officer of the District with primary responsibility for ensuring compliance with this Policy and with the requirements contained in the controlling documents pursuant to which any debt is issued. The CBO may assign other appropriate District personnel to assist in the CBO in carrying out this responsibility.

C. Procedures for Debt Administration. The CBO shall establish procedures for the administration of debt which shall include maintaining an inventory of outstanding debt and a list of covenants in the issuance documents to be complied with by the District after the issuance date. Periodically the CBO, or his or her designee, shall review and update the procedures as needed and shall review and update the inventory of outstanding debt and list of covenants.

D. Procedures for Disbursement of Funds. The CBO shall be responsible for applying the same system of internal controls to the proceeds of debt issuances as it does to all other District funds.

E. Recordkeeping. The CBO shall be responsible for maintaining all records related to each debt issue including a transcript of documents, records regarding the investment and disbursement of funds, rebate reports, audit reports and other documentation required by the documents pursuant to which the debt was issued or required to be filed with any state or federal agency.

Section 6.02. Use of Proceeds

A. The District shall be vigilant in using the proceeds of any debt issuance in accordance with the stated purposes at the time such debt was incurred. In furtherance of the foregoing, and in connection with the issuance of all GO Bonds:

1. As required by Government Code Section 53410, the District shall only use GO Bond proceeds for the purposes approved by the District's voters; and

2. The CBO shall have the responsibility, no less often than annually, to provide to the Board a written report which shall contain at least the following information:

(i) The amount of the debt proceeds received and expended during the applicable reporting period; and

(ii) The status of the acquisition, construction or financing of the school facility projects, as identified in any applicable bond measure, with the proceeds of the debt.

These reports may be combined with other periodic reports which include the same information, including but not limited to, periodic reports made to the California Debt and Investment Advisory

Commission, or continuing disclosure reports or other reports made in connection with the debt. These requirements shall apply only until the earliest of the following: (i) all the debt is redeemed or defeased, but if the debt is refunded, such provisions shall apply until all such refunding bonds are redeemed or defeased, or (ii) all proceeds of the debt, or any investment earnings thereon, are fully expended.

3. The District shall post on the District website the Annual Report of the District's Independent Bond Oversight Committee which has been given the responsibility to review the expenditure of GO Bond proceeds to assure the community that all GO Bond funds have been used for the construction, renovation, repair, furnishing and equipping of school facilities, and not used for teacher or administrator salaries or other operating expenses.

4. The District shall hire an independent auditor to perform an annual independent financial and performance audit of the expenditure of GO Bond proceeds, and to post such audits on the District website.

Section 6.03. Monitoring of Post-Issuance Compliance

A. The CBO shall be primarily responsible for ensuring that the District complies with its debt covenants including taking steps to confirm that:

1. The funds and accounts required by the debt issuance documents are established in the District's accounting system to record the receipt and disbursement of proceeds and the payment of debt service.

2. Any funds or accounts to be held by a trustee for any District debt are established in accordance with the debt issuance documents and that the trustee statements are reconciled periodically with District records.

3. Expenditures of the proceeds of debt are processed pursuant to appropriate separation of duties or other appropriate controls established by the District.

4. District and any trustee records related to the debt issuance including records relating to the investment and disbursement of proceeds are being maintained in accordance with the covenants in the debt issuance documents.

5. For tax-exempt debt, all covenants in the tax certificate related to timing of the disbursement of proceeds, arbitrage rebate and yield restriction and use of facilities financed with the tax-exempt proceeds are being followed.

6. Any required continuing disclosure annual reports are prepared in a timely manner and are complete and filed with the Municipal Securities Rulemaking Board's EMMA website and that any listed event notices are filed in a timely manner.

7. The annual report required by Government Code Section 8855(k) is timely filed with the California Debt Investment and Advisory Commission.

Debt Issuance and Management Policy
Adopted on April 16, 2020

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0043 - APPROVING DISCLOSURE PROCEDURES

BACKGROUND INFORMATION:

This resolution relates to the passage of Measure T and Measure U by the District's voters on March 3, 2020 (the "Bond Election"), and the District's anticipated issuance of the first series of Bonds under each such measure.

From time-to-time, the District undertakes financings through the public offering of obligations (the "Obligations"), such as the general obligation bonds expected to be issued under Measure T and Measure U. In offering Obligations to the public, and at other times when the District makes certain reports, the District must comply with the "anti-fraud rules" of federal securities laws. This Resolution approves the Disclosure Procedures attached thereto as Exhibit A to memorialize certain procedures and practices to ensure that offering documents and any annual reports prepared in connection with any Obligations comply with such laws.

RECOMMENDATION:

Approve/Adopt Resolution No. 19/20-0043.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

RESOLUTION NO. 19/20-0043

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE
SAN YSIDRO SCHOOL DISTRICT APPROVING
DISCLOSURE PROCEDURES**

WHEREAS, the San Ysidro School District (the "District") is a school district organized and existing under the laws of the State of California;

WHEREAS, the District periodically sells securities of various types (the "Obligations") in order to finance capital improvements or for cash flow purposes;

WHEREAS, the Board of Education and other District officials understand that in offering the Obligations to the public, the District must comply with the "anti-fraud rules" of federal securities laws under Section 17 of the Securities Act of 1933 and Section 10(b) of the Securities and Exchange Act of 1934 (the "1934 Act"), and the regulations adopted by the Securities and Exchange Commission under those laws, particularly "Rule 10b-5" adopted under the 1934 Act.

WHEREAS, in connection with the issuance of certain of its Obligations the District will execute continuing disclosure undertakings (the "Undertakings") in order to assist underwriters purchasing the Obligations in complying with Rule 15c2-12 adopted by the Securities and Exchange Commission under the 1934 Act;

WHEREAS, the Undertakings require the District, or its dissemination agent, to file annual reports and notices of certain enumerated events;

WHEREAS, in connection with its issuance of Obligations and the delivery of the Undertakings, the District desires to put in place various policies, practices and procedures in an effort to ensure compliance with the anti-fraud rules of federal securities laws and its obligations under the Undertakings;

WHEREAS, the District now desires to memorialize those policies, practices and procedures, in writing, and to add certain additional policies and procedures in the Disclosure Procedures set forth in Exhibit A hereto (the "Disclosure Procedures"), to ensure ongoing compliance by District personnel with the District's responsibilities under federal securities laws;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:

Section 1. Each of the foregoing recitals is true and correct.

Section 2. The Disclosure Procedures are hereby approved. The Superintendent and other officers of the District are hereby authorized and directed to take all actions necessary to comply with the Disclosure Procedures.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 16th day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Humberto Gurmilan,
President, Board of Education
San Ysidro School District

Attest:

Rodolfo Lopez
Clerk, Board of Education
San Ysidro School District

STATE OF CALIFORNIA)
) ss
SAN DIEGO COUNTY)

I, Rodolfo Lopez, do hereby certify that the foregoing is a true and correct copy of Resolution No. 19/20-0043, which was duly adopted by the Board of Education of the San Ysidro School District at meeting thereof held on the 16th day of April, 2020, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Rodolfo Lopez, Clerk

EXHIBIT A

SAN YSIDRO SCHOOL DISTRICT DISCLOSURE PROCEDURES

PURPOSE

The purpose of these Disclosure Procedures (the “Procedures”) is to memorialize various procedures to be followed in connection with the public offering of obligations, including notes, bonds and certificates of participation, by the San Ysidro School District (the “District”) so as to ensure that the District complies with all applicable disclosure obligations and requirements under the federal securities laws.

BACKGROUND

The District, from time to time, issues general obligation bonds, notes or other obligations (collectively, “Obligations”) in order to finance or refinance capital improvements, other long-term programs and working capital needs. In offering Obligations to the public, and at other times when the District makes certain reports, the District must comply with the “anti-fraud rules” of federal securities laws. (“Anti-fraud rules” refers to Section 17 of the Securities Act of 1933 and Section 10(b) of the Securities and Exchange Act of 1934, and regulations adopted by the Securities and Exchange Commission (the “SEC”) under those Acts, particularly “Rule 10b-5” under the 1934 Act.)

The core requirement of these rules is that potential investors in Obligations must be provided with all “material” information relating to the offered Obligations. The information provided to investors must not contain any material misstatements, and the District must not omit any material information which would be necessary to provide to investors a complete and accurate description of the Obligations and the District’s financial condition. In the context of the sale of securities, a fact is considered to be “material” if there is a substantial likelihood that a reasonable investor would consider it to be important in determining whether or not to purchase the securities being offered.

When the District offers Obligations for sale to the public, the two central disclosure documents which are prepared are a preliminary official statement (“POS”) and a final official statement (“OS”, and collectively with the POS, the “Official Statement”). The Official Statement generally consists of (i) a section describing the specifics of the Obligations (including maturity dates, interest rates, redemption provisions, the specific type of financing, the security and source of repayment for the Obligations and other matters particular to the financing), (ii) a section which provides information on the District, including its financial condition (both historical and budgetary) as well as certain operating information (which may be ad valorem tax collections, the State funding process, enrollment, employee counts, material litigation and other post-employment benefit and pension plan descriptions, depending on the type of Obligations being issued) (“District Section”), and (iii) various other appendices, including the District’s audited financial report, form of the proposed legal opinion relating to the Obligations, and form of continuing disclosure undertaking. Investors use the Official Statement as one of their primary resources for making informed investment decisions regarding a purchase of the Obligations.

DISCLOSURE PROCESS

When the District determines to issue Obligations, the District's Superintendent and/or the chief business official of the District (the "Business Manager") will have a discussion with Bond Counsel, Disclosure Counsel and the District's municipal advisor to determine the type of Obligations to be sold and the information required to be gathered by the District for inclusion in the Official Statement. The Business Manager next will identify other members of the District staff who are knowledgeable with District operations to assist in the gathering of information for the District Section. The Business Manager then requests the relevant District employees to gather the information necessary for the preparation of the portions of the POS (including particularly the District Section) for which they are responsible. The Business Manager and each of the other identified staff members is responsible for reviewing and preparing or updating the portions of the District Section which are within his or her particular area of knowledge.

Members of the financing team, including the Bond Counsel and Disclosure Counsel, assist staff in determining the materiality of any particular item, and in the development of specific language to be included in the District Section. Members of the financing team also assist the District in the development of a "big picture" overview of the District's financial condition, to be included in the District Section. This overview highlights the District's current financial condition and any developing trends in District budgets or operations, including potential areas of financial stress or concern. Bond Counsel and Disclosure Counsel have a confidential, attorney-client relationship with officials and staff of the District, so all matters may initially be shared confidentially before decisions are reached as to required disclosures.

Once the POS has been substantially prepared or updated, the POS will be shared with the Superintendent for review and input. Additionally, the Business Manager and any other member of the District staff designated by the Business Manager review the version of the POS presented to the Superintendent.

The Superintendent, Business Manager, or a member of the financing team at the direction of either of such officials, will schedule one or more meetings or conference calls of the financing team (which includes District officials, Bond Counsel, Disclosure Counsel, the District's municipal advisor and for a negotiated sale, the underwriter of the Obligations and underwriter's counsel, if any, to review the draft POS. Such communications may occur via electronic means rather than by meetings or conference calls. During this part of the process, there is contact among District staff and other members of the financing team to discuss issues which may arise, determine the materiality of particular items and ascertain the prominence in which the items should be disclosed.

Prior to distributing a POS to potential investors, there is typically a formal conference call which includes District officials involved in the preparation of the POS and members of the financing team. During this call the POS is reviewed in its entirety to obtain final comments and to allow the members of the financing team to ask questions of the District's Superintendent and Business Manager. This is referred to as a "due diligence" meeting.

A substantially final form of the POS will be provided to the District's Board of Education in advance of approval to afford the Board of Education an opportunity to review the POS, ask questions and make comments. The POS will be approved by the Board of Education substantially in the form presented with authorization to the Superintendent, the Business Manager, or designees, to make additional corrections, changes and updates to the POS, in consultation with the District's

Bond Counsel and Disclosure Counsel, to ensure that the POS is final prior to its release to potential investors.

At the time the POS is posted for review by potential investors, a senior District official executes a certificate deeming the POS complete (except for certain pricing terms) as required by Securities and Exchange Commission Rule 15c2-12.

If necessary to reflect developments following publication of the POS or OS, as applicable, supplements will be prepared and published if needed to ensure that the POS or OS, as applicable, does not contain any material misstatement of facts or omit to state a material fact.

In connection with the closing of the transaction, a senior District official will execute a certificate stating that the OS (excluding certain limited portions), as of its date did not, and as of the date of closing does not, contain any untrue statement of material fact or omit to state any material fact necessary to make the statements contained in the OS in light of the circumstances under which they were made, not misleading.

DISTRICT SECTION

The information contained in the District Section is developed by personnel under the direction of the Business Manager with the assistance of the financing team. In certain circumstances, additional officials will be involved, as necessary. The following principles govern the work of the respective staff members that contribute information to the District Section:

- District staff involved in the disclosure process is responsible for being familiar with the District's responsibilities under federal securities laws as described above.
- District staff involved in the disclosure process should err on the side of raising issues when preparing or reviewing information for disclosure. Officials and staff are encouraged to consult the District's Bond Counsel, Disclosure Counsel, other legal counsel retained by the District and other members of the financing team if there are questions regarding whether an issue is material or not.
- Care should be taken not to shortcut or eliminate any steps outlined in the Procedures on an ad hoc basis. However, the Procedures are not necessarily intended to be a rigid list of procedural requirements, but instead to provide guidelines for disclosure review. If warranted, based on experience during financings or because of additional SEC pronouncements or other reasons, the District should consider revisions to the Procedures.
- The process of updating the District Section from transaction to transaction should not be viewed as being limited to updating tables and numerical information. While it is not anticipated that there will be major changes in the form and content of the District Section at the time of each update, everyone involved in the process should consider the need for revisions in the form, content and tone of the sections for which they are responsible at the time of each update.
- The District must make sure to involve staff with sufficient seniority and knowledge to ensure that, collectively, they are in possession of all material information relating to the District, its operations and its finances.

TRAINING

Periodic training for the staff involved in the preparation of the Official Statement (including the District Section) is coordinated by the finance team and the District's Superintendent. These training sessions are provided to assist staff members involved in identifying relevant disclosure information to be included in the District Section. The training sessions also provide an overview of federal laws relating to disclosure, situations in which disclosure rules apply, the purpose of the Official Statement and the District Section, a description of relevant SEC enforcement actions and a discussion of recent developments in the area of municipal disclosure. Attendees at the training sessions are provided the opportunity to ask questions of finance team members, including Bond Counsel and Disclosure Counsel, concerning disclosure obligations and are encouraged to contact members of the finance team at any time if they have questions.

CONTINUING DISCLOSURE REQUIREMENTS

In connection with the issuance of Obligations for which continuing disclosure is required under Rule 15c2-12, the District will execute a certificate ("Continuing Disclosure Certificate") to provide annual reports related to its financial condition (including its audited financial statements) as well as notice of certain events relating to the Obligations specified in the Continuing Disclosure Certificate. Generally, each new offering of Obligations to the public will require an additional Continuing Disclosure Certificate. The District must comply with the specific requirements of each Continuing Disclosure Certificate.

Additionally, each Official Statement must contain disclosure as to whether, during the previous five years, the District has complied in all material respects with its prior Continuing Disclosure Certificates. If the District has not complied with its previous undertakings in all material respects within the last five years, then the Official Statement must describe the instances in which the District has not complied. Prior to finalizing a POS, the District staff should take steps to review the status of compliance and discuss with Disclosure Counsel, the District's municipal advisor and the underwriter and underwriter's counsel, if any, what steps it has taken to review the District's compliance and whether any noncompliance has been noted. If noncompliance is found, steps should be taken to disclose in the POS the instances of material noncompliance within the last five years and cure the noncompliance before the issuance of the Obligations.

The District's Continuing Disclosure Certificates will state the date on which the annual report for a fiscal year must be filed. The Business Manager shall maintain a schedule of annual filing dates to ensure timely filing of the annual reports. Event notices are generally required to be filed within 10 business days of their occurrence. Specific events which require event notices are set forth in each Continuing Disclosure Certificate. Particular care shall be paid to the timely filing of any changes in credit ratings on Obligations (including changes resulting from changes in the credit ratings of insurers of particular Obligations) and to timely filing of defeasance notices.

All Continuing Disclosure Certificates entered into after February 27, 2019 will include two new event notices related to financial obligations of the District in order to comply with amendments to Rule 15c2-12 which took effect on such date. These amendments define "financial obligation" as a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii); however, the term "financial obligation" does not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with

Rule 15c2-12. To ensure compliance with these amendments the Business Manager will identify the District's financial obligations and provide any required event notice related to the District's financial obligations.

The Business Manager is the official responsible for ensuring compliance by the District with its Continuing Disclosure Certificates, and will undertake directly or assign trained District personnel to oversee the preparation of the annual reports and will determine whether to retain the services of one or more consultants to assist in the preparation of the annual reports and event notices. The Business Manager will either file or assign trained District personnel to file the annual reports and event notices with the Electronic Municipal Market Access ("EMMA") system of the Municipal Securities Rulemaking Board (emma.msrb.org), or will engage the services of one or more dissemination agents to file the annual reports and material event notices required pursuant to the Continuing Disclosure Certificates. Third party dissemination agents shall be contractually obligated to provide written confirmation to the District of the date of filing of the annual reports with EMMA.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0034

BACKGROUND INFORMATION:

It has been determined that it will be necessary to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2019-2020 school year for fiscal and budgetary reasons. The District will have to reduce and/or eliminate the number of permanent classified employees performing particular kinds of service.

This resolution identifies the kinds of services to be reduced and/or eliminated no later than the beginning of the 2020-2021 school year for the positions of Administrative Clerk; Child Nutrition Specialists; Custodian; Delivery Driver; Gardener; Information Systems Analyst; Instructional Aide, SPED; Outreach Consultant; and Testing Assistant (6.4762 FTEs).

RECOMMENDATION:

Approve Resolution No. 19/20-0034 authorizing the District to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2019-2020 school year for fiscal and budgetary reasons.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

SAN YSIDRO SCHOOL DISTRICT

**REDUCTION AND/OR ELIMINATION OF CLASSIFIED POSITIONS
RESOLUTION NO. 19/20-0034**

WHEREAS, the Board of Education of the San Ysidro School District has determined that it is necessary to reduce and/or eliminate classified positions due to lack of work and/or funds, or due to the expiration of specially funded program(s).

NOW, THEREFORE, BE IT RESOLVED that the following classified positions shall be reduced and/or eliminated for the above-stated reasons:

ELIMINATIONS

1. Administrative Clerk
 - a. 1 @ 3 hours/day

2. Child Nutrition Specialist
 - a. 2 @ 2.5 hours/day

3. Custodian
 - a. 1 @ 3.75 hours/day

4. Delivery Person
 - a. 1 @ 8 hours/day

5. Gardener
 - a. 1 @ 8 hours/day

6. Instructional Aide, SPED
 - a. 1 @ 7 hours/day

7. Information Systems Analyst
 - a. 1 @ 8 hours/day

8. Outreach Consultant
 - a. 1 @ 8 hours/day

9. Testing Assistant
 - a. 1 @ 6.5 hours/day

BE IT FURTHER RESOLVED:

- A. That due to a lack of work and/or funds, or due to the expiration of specially funded program(s), the number of classified employees and the amount of service rendered as specified above shall be reduced by layoff pursuant to Education Code section 45308.
- B. That the Superintendent or her designee is directed to give notice layoff to the affected classified employee(s) pursuant to the requirements of law.
- C. That said layoff shall become effective June 30, 2020, or on the last work day of 2019-20 school year, whichever is sooner.
- D. That the affected employee(s) shall be afforded bumping rights according to law and/or the applicable collective bargaining agreement.
- E. That any employee(s) laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code sections 45298 and 45308.

ADOPTED by the Governing Board of the San Ysidro School District at a regular meeting held on April 16, 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

President

Member

Member

Member

Member

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 16, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0044

BACKGROUND INFORMATION:

It has been determined that it will be necessary to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2019-2020 school year for fiscal and budgetary reasons. The District will have to reduce and/or eliminate the number of permanent certificated employees performing particular kinds of service.

This resolution identifies the kinds of services to be reduced and/or eliminated no later than the beginning of the 2020-2021 school year.

RECOMMENDATION:

Approve Resolution No. 19/20-0044 authorizing the District to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2019-2020 school year for fiscal and budgetary reasons.

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 2019-2020 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

RESOLUTION 19/20-0044

**REDUCTION OR ELIMINATION OF CERTAIN CERTIFICATED SERVICES FOR
THE 2020-2021 SCHOOL YEAR**

WHEREAS, the Governing Board of the San Ysidro School District adopted Resolution No. 19/20-0027 on February 13, 2020, authorizing and directing the Superintendent, or Superintendent's designee, to initiate and pursue procedures necessary to not reemploy certain certificated employees of this District pursuant to Education Code sections 44949 and 44955 because of a reduction and discontinuance of particular kinds of services; and

WHEREAS, the Superintendent or Superintendent's designee duly and properly served notice on the certificated employees listed on Attachment "A" on or before March 15, 2020, indicating that the Governing Board did not intend to reemploy them to the extent indicated in Resolution No. 19/20-0027 for the 2020-2021 school year; and

WHEREAS, the certificated employees listed in Attachment "A" was informed of their right to request a hearing and that the employees listed in Attachment "A" did not request a hearing or rescinded their request for a hearing;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that considering the certificated staff requirements of the San Ysidro School District for the 2020-2021 school year, as well as the seniority and qualifications of each of the certificated employees of the District, it is necessary that the services of the certificated employee listed on Attachment "A" will not be required for the ensuing 2020-2021 school year to the extent indicated in Resolution No. 19/20-0044 and the Layoff Notice to the employees;

BE IT FURTHER RESOLVED that the Superintendent, or Superintendent's designee, is authorized and directed to give final notice to the certificated employees listed on Attachment "A" that her services will not be required by this District for the 2020-2021 school year.

The foregoing Resolution was PASSED and ADOPTED at regular meeting of the Board of Education of the San Ysidro School District on the 16th day of April 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD

President

Clerk

Member

Member

Member