

San Ysidro School District Governing Board

AGENDA

Thursday
March 12, 2020
5:00 p.m.

WELCOME

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

Smythe School
Auditorium
1880 Smythe Avenue
San Ysidro

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, FEBRUARY 13, 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, February 13, 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 **Sunset School - Auditorium, 3825 Sunset Lane, 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: 5:00 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
Mrs. Irene Lopez, Member
Mrs. Rosaleah Pallasigue, Member

3. AGENDA

The Board approved the agenda.

Motion: Martinez Second: Pallasigue Vote: Unanimous

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

There were no public comments.

Vice-President Martinez made the motion to recess to Closed Session, seconded by Clerk R. Lopez. The vote was unanimous.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:02 p.m. in accordance with section 54954.5 regarding:

5.1 CONFIDENTIAL STUDENT MATTER (Colom)

Education Code 35416, 48918 (j)

Consider Staff Recommendations regarding Discipline Case No. 01

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 GOVERNMENT CODE SECTION 54957 (Farkas)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.4 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 6:12 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 had nothing to report from Closed Session.

6. CALL TO ORDER Who: President Gurmilan Time: 6:12 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 Dalia Ortiz, OVHS Student

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)

9.1 Sunset Elementary Student Recognitions - Presenters Manuela Colom & Principal Efrain Burciaga

9.2 Vista del Mar Middle School 8th Grade English Language Arts Teacher, Stephanie Hake & Vista Del Mar 8th Grade Student, Nazil Martinez - Presenter Manuela Colom – *Started with 9.2*

9.3 Ocean View Hills Safety Patrol - Presenter Manuela Colom & Consuelo Carranza

9.4 Fiscal Department - Presenter Marilyn Adrianzen

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.

Ashley Engelman, Commented: 1) Served a subpoena to Vice-President Martinez and Member Pallasigue.

Marianna Saponara, Former Administrator, Commented: 1) Congratulated the safety patrol. 2) Asked the Board to do a resolution or a plaque for Jean Romero and Elizabeth Cuen. They were devoted to the San Ysidro community. 3) She will be making baskets filled with items to donate for scholarship funds in honor of Jean Romero and Betty Cuen.

Pablo Sainz, Employee, Commented: 1) Spoke in Italian for a while to show everyone how non-english speaking families feel when they don't understand the language and don't have an interpreter. 2) Thanked the San Ysidro School District for purchasing new translating equipment. This will benefit many families in our community and shows that the San Ysidro School District follows federal and state law by fulfilling our families' language needs.

Pablo Sainz, Representing Bruno Sainz, Commented: 1) Shared support for the SCI-PHY Program. His son Bruno is in the SCI-PHY Program and loves it. He's had the best dedicated teachers, Juanita Nunez and Elva de Baca and he is already being prepared for a fitness test that he will take next year. 2) Urged the District to keep the SCI-PHY Program.

Gloria Esquivies, Parent, Commented: 1) Thanked the Board and Principal Burciaga for the Human Trafficking workshop for parents. Parents would like more workshops for them and students. 2) She encouraged staff to communicate and implement special programs. 3) She's had great communication with Principal Burciaga.

Natalie LaRosa, SYEA President, Commented: 1) She's been working at Smythe since 1998, never received a pink slip and had twenty students in her class. 2) She understands that financially things are tight and appreciates everyone doing their part with furlough days. 3) Asked the Board to bring back as many teachers as possible. 4) When planning, do not have extra students in the classroom that will cost more than a teacher position. 5) Asked the Board to keep the cuts away from the classroom as much as possible.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Clerk R. Lopez, Commented: 1) Thanked Sunset for hosting the Board Meeting. 2) The Board went to Sacramento and met with state representatives. We met with the office of Governor Newsom, Tony Atkins and personally met with Ben Hueso and Lorena Gonzalez. The topics the Board addressed were to increase LCFF per pupil funding, unrestricted funding for special education preschools, employee pension contributions and increase funding for special education and mental health services. 3) The Board also asked for help in coordinating resources and wrap around services for homeless and transitional homeless and, to add language to the education code for attendance recovery.

Member Pallasigue, Commented: 1) Thanked Principal Burciaga and staff for hosting the Board Meeting. 2) Thanked the Board for going to Sacramento. She is proud to be on this Board. 3) Thanked staff for the budget forums. 4) The community is welcome to attend the Board workshops. 5) The topic of human trafficking coincides with our sex education. Encouraged parents to empower one another and talk to their children about their self-worth. 6) She would like to see young female and male empowerment groups during the school day.

Vice-President Martinez, Commented: 1) Thanked Principal Burciaga for hosting the Board Meeting. 2) California is 41st in the country in per pupil funding for education. It's imperative that we get the word out. We have strong allies with Senator Ben Hueso and Assemblywoman Lorena Gonzalez. 3) Thanked Fernanda Rios, CSEA President, and Natalie LaRosa, SYEA President, for their leadership and Management for working together. 4) Human Trafficking awareness is one of the most important conversations to have as a border town. 5) Mentioned that part of the problem we also face as a school district is that a significant percentage of our students are transitionally homeless. They don't know where they will sleep at night and we expect them to come to school the next day and learn. 6) Appreciates everything that everyone does and working together we will come up with a solution to our budgetary issues.

Member I. Lopez, Commented: 1) Thanked Principal Burciaga and staff for hosting the Board Meeting and for the Valentine's Day decorations. 2) Human Trafficking was a good workshop. Innocent children are being utilized. 3) There is a need for the San Diego Police Department to be in the community. The problem is that they don't have enough officers to service the schools. As a community, we need to go to the city and county to let them know we need more officers in our community patrolling the streets. 4) Feels positive about the trip to Sacramento. We told legislators the needs we have. We need counselors and psychologists at all schools, but we don't have the money. She is hopeful that they will soon help. 5) We need to listen to the children and help them by working together and helping other people know what is happening in our community so they can support us.

President Gurmilan, Commented: 1) Thanked Principal Burciaga for hosting the meeting and making the Board feel welcome. 2) Asked principals and teachers to let the children know how proud the Board is of them. 3) It was fun to ride a school bus around the District and thanked Jasmine the bus driver. This made him think about how important everyone's job is in the District and in the nation; transporting our most precious cargo, our children, and having them in our classrooms and in our District. 4) He feels humbled to be a part of this District and will try to make things better for our students because they deserve the best. 5) Commended Mr. Azevedo and his department for the story on channel 8 on what they are doing to track the bus routes. 6) Thanked the administration for their solidarity and classified and certificated unions for working together. 7) The Board will continue to work hard to provide the best quality education for our students. 8) It's important for everyone to vote March 3rd.

Superintendent Potter, Commented: 1) Thanked Principal Burciaga and his team for hosting the Board Meeting. 2) Asked Dr. Farkas to make an announcement, who announced that Mrs. Colom was selected as the 2020 ACSA Region 18 Central Office Administrator of the Year. 3) Wished everyone a Happy Valentine's Day and a wonderful four-day weekend.

12. CONFERENCE SESSION

Reports/Presentations

12.1 Every Student Succeeds Act (ESSA) Comprehensive Support & Improvement - Executive Director of Curriculum, Instruction & Innovation - Manuela Colom

12.2 Pathways Program - Coordinator of Community Schools & Expanding Learning Programs, Omar Calleros

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of January 23, 2020 and the minutes of the Special Board Meetings of January 23, 2020 and January 16, 2020.

Motion: Martinez Second: Pallasigue Vote: Unanimous

13.2 EXPULSION RECOMMENDATIONS IN STUDENT CASE NO. 01 (Colom)

The Board approved Expulsion Recommendations in Student Case No. 01.

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

13.3 2020-2021 DISCUSSION - SUPERINTENDENT, MANAGEMENT AND CONFIDENTIAL FURLOUGH DAYS DISCUSSION (Farkas)

The Board discussed and authorized District staff to prepare resolutions to implement furlough days for the Superintendent, Cabinet, Management, and Confidential employees as part of the Budget Reduction Plan.

Motion: Martinez Second: R. Lopez Vote: Unanimous

13.4 2020 CSBA DELEGATE ASSEMBLY ELECTION (Potter)

The Board elected the following representatives to the 2020 CSBA Delegate Assembly (9 vacancies): Barbara Avalos (National SD)*, Maria Betancourt-Castaneda (National SD), Brian Clapper (National SD)*, Maria Dalla (National SD) and Humberto Gurmilan (San Ysidro SD).

Motion: R. Lopez Second: Pallasigue Vote: Unanimous

13.5 RESOLUTION NO. 19/20-0027 – LAYOFF OF CERTIFICATED STAFF (Farkas)

The Board adopted Resolution No. 19/20-0027 authorizing the District to reduce or discontinue particular kinds of services of the District at the close of the 2019-2020 school year for fiscal and budgetary reasons.

Motion: Gurmilan Second: R. Lopez Vote: Unanimous

13.6 RESOLUTION NO. 19/20-0028 – TEMPORARY CERTIFICATED EMPLOYEE RELEASE (Farkas)

The Board adopted Resolution No. 19/20-0028 authorizing the District to notice individual, temporary employees of the district’s intent to release for the 2020-2021 school year.

Motion: R. Lopez Second: Pallasigue Vote: Unanimous

13.7 2020-2021 STUDENT ENROLLMENT PROJECTION AND STAFFING REPORT (Farkas)

Information Only - Student Enrollment Projection and Staffing Report for the 2020-2021 school year.

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Tabled 14.D 18 – Agreement with Villalva Trucking and Training.
- 2) Pulled Consent Item 14C.1 for discussion and to be voted on separately.

Motion: Pallasigue Second: Martinez Vote: Unanimous

14A. PERSONNEL - CLASSIFIED

EMPLOYMENT (Farkas)

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

- 14A.1** Instructional Aide
- 14A.2** Lead Custodian
- 14A.3** Substitute Clerk
- 14A.4** Substitute Instructional Aide

JOB DESCRIPTION (Farkas)

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

- 14A.5** Lead Custodian

JOB DESCRIPTION (Farkas)

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

- 14A.6** Lead Gardener

LEAVE OF ABSENCE (Farkas)

The Board approved the leave of absence without pay for the following as recommended by staff:

- 14A.7** Instructional Aide

14B. PERSONNEL - CERTIFICATED

RESIGNATION (Farkas)

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

- 14B.1** Special Day Class Teacher
- 14B.2** Intervention Support Teacher

14C. CURRICULUM & INSTRUCTION

14C.1 PURCHASE OF ELD-ELA TRAINING PACKAGE FROM AMPLIFY EDUCATION INC. FOR MIDDLE SCHOOL TEACHERS (Colom)

The Board ratified the purchase of the ELD-ELA training package from Amplify Education, Inc. to provide a half day of professional development for middle school teachers at a total cost of \$2,500.00 from the Title II fund.

Motion: Gurmilan Second: Pallasigue Vote: Unanimous

14C.2 27TH ANNUAL ADELANTE MUJER CONFERENCE (Colom)

The Board approved the attendance/registration and transportation costs for up to 125 female 6th to 8th grade students and their mothers/guardians to attend the 26th Annual Adelante Mujer Conference on Saturday, April 11, 2020 at UC San Diego at a cost not to exceed \$7,150.00 from the Supplemental and Concentration fund.

14C.3 PURCHASE OF I-READY MATH MATERIALS AND TRAINING PACKAGE FROM CURRICULUM ASSOCIATES FOR VISTA DEL MAR MIDDLE SCHOOL (Colom/Cevallos)

The Board ratified the purchase of i-Ready Math supplemental materials and training package from Curriculum Associates, LLC to provide a training session to Math teachers from Vista Del Mar Middle School at a total cost of \$4,848.75 from the Title I fund.

14C.4 PURCHASE OF TRAINING PACKAGE FROM NANCY FETZER’S LITERACY CONNECTIONS INC. FOR SUNSET ELEMENTARY (Colom/Burciaga)

The Board approved the training package from Nancy Fetzer’s Literacy Connections Inc., to provide three customized days of professional development for Teachers from Sunset Elementary at a total cost of \$13,789.05 from the Title I fund.

14C.5 PROFESSIONAL DEVELOPMENT (Colom)

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
Daniel Camberos, Moises Camberos	Comprehensive Sports Field Training Session	Ontario, CA	February 18, 2020	\$530.00	General Fund
Jesus Sanchez	School Locking Hardware	San Diego	February 11, 2020	\$0	No Cost
Paulo Azevedo	CASH School Facilities Leadership Academy	Sacramento, CA & Ontario, CA	March 12-14, 2020 April 3-4, 2020 May 1-2, 2020	\$12,555.00	General Fund

			June 5-6, 2020 Sept. 4-5, 2020 October 2-3, 2020 Nov. 6-7, 2020 Dec. 4-5, 2020 Jan. 8-9, 2021		
Veronica Medina	Joint Homeless & AB 490 Foster Care District Liaison Meeting	SDCOE	January 29, 2020	\$0	No Cost
Kathleen Cordero	San Diego County Administrators of Special Education Meeting	San Diego	March 13, 2020	\$0	No Cost
Grecia Agundez, Ana Chavez, Germania Velez, Mary Tucker, Isabella Savala, Paola Little, Maria Guerra, Rosa Lopez, Ignacia Gonzalez, Norma Lara	2019-20 School Law and Required Immunizations Training	Chula Vista	February 6, 2020 February 10, 2020	\$1,400.00 (Compensation & mileage)	General Fund
Cynthia Gonzalez	National Center for Urban School Transformation (NCUST) Site Visit	Garden Grove, CA	February 4, 2020	\$0	No Cost
Kathleen Cordero, Denise Villezcas, Anita Gillchrest, Karina Victorino, Erika Patrick	Critical Issues in Child and Adolescent Mental Health Conference	San Diego	March 12-13, 2020	\$825.00	Special Education Fund
Gina A. Potter, Anjelica Topete, Jennifer Cuestas, Fernanda Rios	Differentiated Assistance ~ Data Institute	San Diego	January 31, 2020	Mileage	General Fund
Gina A. Potter, Anjelica Topete, Jennifer Cuestas, Fernanda Rios	Differentiated Assistance ~ Root Cause Institute	San Diego	February 26, 2020	Mileage	General Fund
Gina A. Potter, Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Luis Ramos, Omar Calleros, Maria Rodriguez, David Alkass,	Differentiated Assistance ~ Implementation Support Institute	San Diego	May 28, 2020	Mileage	General Fund

Anjelica Topete, Laura English, Maria Fernanda Rios, Jennifer Cuestas					
Viridiana Moreno, Carina Ponce, Marsha Omelina, Marisela Lozano, Josefina Villegas	Evidenced Based Practices for Students with Autism - CAPTAIN Training	National City	March 6, 2020	\$0	No Cost
Anita Gilchrest	Managing Students with Seizures	SDCOE	March 5, 2020	\$25.00	Title II Fund
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Denise Villezcas	California SEL Roadshow	San Marcos	April 30, 2020	\$400.00	Title II Fund
Adriana Aguilar, Luis Ramos	Illuminate Education Regional Meeting	SDCOE	February 18, 2020	\$0	No Cost
Cynthia Gonzalez, Linda Gonzales, Carolina Jaime	CALPADS Course Codes, Assignment Monitoring and LCAP Federal Addendum Equity Data Training	Chula Vista	March 5, 2020	\$0	No Cost
Humberto Gurmilan, Rudy Lopez, Manuela Colom, Dual Language Teachers: 2 Per site (TBD), DELAC Parents: Up to 7 (TBD)	2020 CABE Conference	San Francisco	April 8-11, 2020	\$32,000.00	General and Title III Funds
Stephanie Hake	ASCD Empower, The Conference for Learning, Teaching, & Leading Together	Los Angeles	March 12-16, 2020	\$1,100.00	Title II Fund

14D. BUSINESS

14D.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period January 13, 2020 through January 31, 2020.

14D.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of January 14, 2020 through February 3, 2020 for a total expenditure of \$572,468.22.

14D.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$175.00 to help support and enrich our educational programs.

14D.4 ACCEPTANCE OF 20 KANO COMPUTERS DONATED BY COX COMMUNICATIONS FOR SMYTHE SCHOOL - REVISED (Colom/Calleros)

The Board approved/ratified the acceptance of 20 KANO computers donated by Cox Communications to Smythe School's 6th grade students for a revised total value of \$3,900.00.

14D.5 AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA, INC. (AMENDMENT) (Colom/Madera)

The Board approved/ratified the amendment to the agreement with Professional Tutors of America, Inc. to provide one-on-one academic home tutoring for three students with special needs at a total amount up to \$15,360.00 from Special Education fund.

14D.6 AGREEMENT WITH THE DEPARTMENT OF HEALTH CARE SERVICES (Colom/Madera)

The Board approved the agreement with the Department of Health Care Services to continue participation in the LEA Medi-Cal Billing Option Program effective July 1, 2020.

14D.7 AGREEMENT WITH ORANGE COUNTY OFFICE OF EDUCATION TO PROVIDE PRESCHOOL GLAD TRAINING (Colom/Reed)

The Board approved/ratified the agreement with Orange County Office of Education for implementation of a Preschool GLAD training at the District's Preschool and Child Development Center.

14D.8 AGREEMENT WITH MAXIM HEALTHCARE SERVICES (Colom/Madera)

The Board approved/ratified the agreement with Maxim Healthcare Services to provide Resource Specialist Teacher to San Ysidro Middle School until the position is filled at a rate of \$455.00 per day.

14D.9 MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR 2019-20 (Colom/Calleros)

The Board approved/ratified the Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) Program grant award in the amount of \$920,863.03 for all school sites during school year 2019-2020.

14D.10 MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR 21ST CENTURY COMMUNITY LEARNING CENTERS PROGRAM (Colom/Calleros)

The Board approved/ratified the Memorandum of Agreement with the San Diego County Superintendent of Schools for the 21st Century Community Learning Center Program (CCLC) grant award allocations in the amount of \$105,300.00 for school year 2019-2020. Schools benefiting from these funds are San Ysidro Middle School and Willow School.

14D.11 AMENDMENT NO. 1 TO THE AGREEMENT WITH RAPTOR TECHNOLOGIES, LCC FOR VISITOR MANAGEMENT SERVICES (Colom)

The Board approved/ratified Amendment No. 1 to the Raptor Technologies, LCC Agreement extending the term of the agreement to 2019-20, to continue with the District-wide Visitor Management System at a cost of \$4,860.00 from the General Fund.

14D.12 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE I FUNDING AND SERVICES (Colom)

The Board approved the Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2019-2020 school year at a cost not to exceed \$6,006.00.

14D.13 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE III FUNDING AND SERVICES (Colom)

The Board approved the Memorandum of Understanding with Our Lady of Mount Carmel School for Title III funds and services for the 2019-2020 school year at a cost not to exceed \$1,085.00.

14D.14 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE IV, PART A FUNDING AND SERVICES (Colom)

The Board approved the Academic Enrichment Program Spending Plan for Our Lady of Mount Carmel School for Title IV-A funds and services for the 2019-2020 school year at a total cost of \$3,316.00.

14D.15 2019-2020 E-RATE CATEGORY 1 NETWORK SERVICES (Colom/Lewis)

The Board approved to award RFP 02 and E-Rate Form 470 Category 1 agreement to Cox Communications California LCC, Cox California Telecom, LCC for 3 year(s) beginning July 1, 2020 and ending June 30, 2023, with 2 separate one-year renewal terms which may be exercised upon mutual written agreement for the amount of \$10,100 per month.

14D.16 AGREEMENT WITH SAN DIEGO COUNTY FINGERPRINT CLEARINGHOUSE (Farkas)

The Board approved the agreement with San Diego County Fingerprint Clearinghouse for Human Resources onboarding services.

14D.17 AGREEMENT WITH POWERSCHOOL (Farkas)

The Board approved the agreement with PowerSchool for Human Resources onboarding services in the amount of \$9,647.21 from the General fund.

14D.18 AGREEMENT WITH VILLALVA TRUCKING AND TRAINING (Adrianzen/Azevedo) - *Tabled*

Approve the agreement with Villalva Trucking and Training services from March 1, 2020 to June 30, 2021. Services will be provided on an "as needed basis" at a cost not to exceed \$10,000.00 from the General fund.

14D.19 AGREEMENT WITH SAN DIEGO STATE RESEARCH FOUNDATION FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (NCUST) PROGRAM (Colom)

The Board approved the agreement with San Diego State Research Foundation for the National Center for Urban School Transformation (NCUST) program to support La Mirada Elementary and San Ysidro Middle Schools at the cost of \$49,480.00 from the CSI fund.

14D.20 AGREEMENT WITH MYPT SAN DIEGO (AMENDMENT) (Colom/Madera)

The Board approved/ratified the amendment to the MyPT San Diego Agreement to provide physical therapy and consultations for students with special needs at a cost up to \$60,000.00 from the Special Education fund.

14D.21 MEMORANDUM OF UNDERSTANDING WITH U.S. SOCCER FOUNDATION FOR MINI-PITCH INITIATIVE (Adrianzen/Azevedo)

The Board approved the Memorandum of Understanding with the U.S. Soccer Foundation for a Mini-Pitch Initiative.

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

15. ADJOURNMENT Time: 8:16 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 /
DISTRICT BUDGET COMMUNITY FORUM
WEDNESDAY, FEBRUARY 26, 2020
5:30 p.m.**

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Wednesday, February 26, 2020 at 5:30 p.m., and conducted its business meeting at the **Ocean View Hills School - Auditorium, 4919 Del Sol Blvd, San Diego, CA 92154.**

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 5:30 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 - *Absent*
Mr Rudy Lopez, Board Clerk
Mrs. Irene Lopez, Member
Mrs. Rosaleah Pallasigue, Member - *Absent*

3. FLAG SALUTE by Humberto Gurmilan, Board President

4. AGENDA

The Board approved the agenda.

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

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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

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

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

There were no public comments.

6. GENERAL ADMINISTRATION

6.1 COMPREHENSIVE SCHOOL SITE SAFETY PLANS (Adrianzen/Azevedo)

The Board approved the Comprehensive School Site Safety Plans for the 2019-20 school year.

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

6.2 DISTRICT BUDGET COMMUNITY FORUM

District Budget Overview by Marilyn Adrianzen, Chief Business Official. Members of the Public were invited to ask questions and provide comments following the Budget Overview presentation.

Member I. Lopez made the motion to adjourn, seconded by Clerk R. Lopez. The vote was 3-0.

7. ADJOURNMENT Time: 6:34 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: March 12, 2020

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

FROM:
Human Resources/ Educational Services
David Farkas, Executive Director of
Human Resources and Manuela Colom,
Executive Director of Curriculum,
Instruction & Innovation

INITIAL: gaf
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0029 CESAR CHAVEZ DAY

BACKGROUND INFORMATION:

The challenge of educating our children for responsible citizenship is explicit in the History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve. The framework, designed to guide local curriculum planners, stresses at each grade level the importance of teaching all student experiences of men and women of different racial, religious and ethnic groups. The framework embodies the understanding that our national identity, heritage, and creed are pluralistic. Mexican-American History reflects a determined spirit of perseverance and cultural pride in the struggle to equally share in the opportunities of this nation.

Cesar Chavez has inspired entire generations of Americans to participate in social and civic affairs and has motivated many to answer the call of public service. He conveyed hope and determination, especially to minority workers. Cesar Chavez, who was committed to non-violence in advocating change and was consistent with the principles of democratic society, serves as a role model for all of our students.

RECOMMENDATION:

Adopt 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."

LCAP GOAL AND ACTION/SERVICE:

Goal: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: *[Signature]*
Requisition #

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

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter
Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

**San Ysidro School District
Governing Board**

Cesar Chavez Day

Resolution No. 19/20-0029

WHEREAS, Cesar Chavez, founder and president of the United Farm Workers of America, passed away at the age of 66 on April 23, 1993;

WHEREAS, Cesar Chavez was a charismatic leader who conveyed hope and determination, especially to minority workers in their daily struggle against injustice and hardship; and

WHEREAS, Cesar Chavez inspired an entire generation of Americans to participate in social and civic affairs, and motivated many to answer the call to public service; and

WHEREAS, Cesar Chavez dedicated his life to the improvement of farm worker's employment and living conditions, and his struggles for that cause raised the social consciousness of the American Labor Movement; and

WHEREAS, Cesar Chavez was one of this Nation's most dynamic and effective spokesperson in the environmental and consumer movement against the heavy application of pesticides on food products; and

WHEREAS, the commitment of Cesar Chavez to non-violence in advocating change was consistent with the principles of a democratic society and serves as a role model for others to follow;

NOW, THEREFORE, BE IT RESOLVED by the San Ysidro School District Governing Board that the school district celebrate the life, values and sacrifices of Cesar Chavez by honoring his birthday, March 31st as CESAR CHAVEZ DAY. Additionally, the Governing Board encourages its personnel and community residents to implement activities that will educate the students and community on the contributions and principles of Cesar Chavez.

PASSED AND ADOPTED this 12th day of March, 2020 at a regular meeting of the Governing Board of the San Ysidro School District.

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: March 12, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF
 Informational
 Action

AGENDA ITEM: COLLECTIVE BARGAINING AGREEMENT WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND AB1200

BACKGROUND INFORMATION:

The San Ysidro School District and the California School Employees Association (CSEA) have signed a tentative agreement effective July 1, 2019, through June 30, 2022. The agreement was reached on January 28, 2020 and approved by the bargaining unit on February 27, 2020. Attached is a summary list of Articles that were amended. The complete collective bargaining agreement with CSEA is available at the Human Resources Office and will be made available on the District's website.

As required under AB1200, the District has submitted to the San Diego County Office of Education for review of this agreement.

RECOMMENDATION:

Approve the 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: MW

Financial Implications?

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

Requisition #

Yes No

Yes No

\$0

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Article 2: Recognition
Article 3: CSEA Organizational Rights
Article 4: District Rights
Article 5: Non-Discrimination
Article 6: Leaves
Article 7: Transfer, Reassignment and Promotion
Article 8: Temporary Assignment, Summer and Intersession Employment
Article 9: Evaluation Procedures and Personnel Files
Article 11: Vacation Plan
Article 12: Holidays
Article 13: Hours of Employment
Article 14: Wages and Fringe Benefits
Article 16: Layoff and Reemployment
Appendix A: Classification Table
Appendix B: Salary Schedule
Appendix C: Classified Performance Evaluation Report
Appendix D: Vacation Application
Appendix E: Catastrophic Leave Bank Donation Form
Appendix F: Catastrophic Leave Bank Request for Withdrawal Form

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: SECOND INTERIM FINANCIAL REPORT FOR 2019-20 FISCAL YEAR

BACKGROUND INFORMATION:

AB 1200 requires local educational agencies (LEAs) to file Interim Reports of their annual budget as of October 31 and January 31 respectively. LEAs must collect the financial data for these reporting periods and project the financial conditions of the current and two subsequent fiscal years. Based on the projected financial conditions, the LEAs will certify the Interim Report in one of the following three categories.

- Positive – the school district **will** meet its financial obligations for the current and two subsequent fiscal years
- Qualified – the school district **may not** meet its financial obligations for the current and two subsequent fiscal years
- Negative – the school district **will not** meet its financial obligations for the current and two subsequent fiscal years

Please note that Education Code sections 42130 and 42131 require that Interim Reports be submitted to the Governing Board on the SACS forms, the format prescribed by the State Superintendent of Public Instruction. Per the Education Codes indicated above, the District hereby submits the 2019-20 Second Interim Report with a **Qualified Certification** for Governing Board review and approval.

The 2019-20 Second Interim Report will be available to the public on the District’s website after Governing Board’s approval.
REPORT UNDER SEPARATE COVER

RECOMMENDATION:

Approve the 2019-20 Second Interim Financial Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>MA</u>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
N/A (Amount)		N/A (Name of funding source and/or location)			

Recommended for: Approval Denial Certification Requested Yes No
Superintendent’s Office Certification:

Gina A. Potter
Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND GINA POTTER

BACKGROUND INFORMATION:

It has been determined that it will be necessary for the Superintendent, Cabinet, Management, and Confidential employees to take furlough days during the 2020-2021 school year for fiscal and budgetary reasons. For the 2020-2021 school year only, the Superintendent's annual salary shall be reduced by \$6,056.87 by the implementation of 6 furlough days.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

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

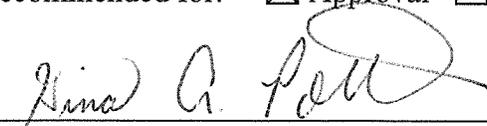
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

AMENDMENT NO. 2

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

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

1. **Section 2 (SALARY):** For the 2020-2021 school year only, the SUPERINTENDENT’s annual salary shall be reduced by \$6,056.87 by the implementation of 6 Furlough days. SUPERINTENDENT’s salary will revert back to the salary set forth in Amendment No. 1 of this Agreement at the beginning of the 2021-2022 school year. Only one Furlough day may be assigned per month. Furlough days are defined as days that would normally be a paid part of the assignment, but furlough days will become unpaid days.

2. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

**SAN YSIDRO SCHOOL
DISTRICT**

Humberto Gurmilan, Board President

Date

SUPERINTENDENT

Gina Acosta Potter

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0030

BACKGROUND INFORMATION:

It has been determined that it will be necessary for the Superintendent, Cabinet, Management, and Confidential employees to take furlough days during the 2020-2021 school year for fiscal and budgetary reasons.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: MW

Financial Implications?

Yes No

Are funds for this item available in the 2018-2019 Budget?

Yes No

Requisition #

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:

Gina A. Potter
Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION NO. 19/20-0030
RESOLUTION IMPLEMENTING FURLOUGH DAYS FOR CABINET,
MANAGEMENT AND CONFIDENTIAL EMPLOYEES**

WHEREAS, On December 19, 2019; the District submitted the 2019-2020 First Interim Report with a Qualified Certification indicating that the District may not meet its financial obligations for the current and two subsequent fiscal years;

WHEREAS, The District adopted a budget reduction plan in response to the financial concerns facing the District;

WHEREAS, The Board directed staff to explore adding furlough days for Cabinet, Managers, and Confidential employees as a cost-saving measure in addition to Classified and Certificated layoffs;

NOW, THEREFORE, BE IT RESOLVED the Governing Board of the San Ysidro School District hereby authorizes the District Superintendent to implement furlough days for Classified Managers, Certificated Managers, and Confidential Employees for the 2020-2021 school year as follows:

- a. Cabinet (Chief Business Official, Executive Directors): 4 Furlough Days;
- b. Certificated Managers (APs, Principals, Directors, Lead Psychologist, Program and Pupil Services Specialist) and Classified Managers (Coordinators, Directors, Accounting Supervisor, Student and Family Services Manager): 3 Furlough Days;
- c. Confidential Employees (Administrative Confidential Secretary, Executive Secretary II, Personnel Tech, Senior Executive Secretary to the Superintendent): 2 Furlough Days;
- d. Furlough days shall be defined as days that would normally be a paid part of the assignment, but furlough days will become unpaid days. Such furlough treatment shall reduce annual salary, but shall not affect the current regular salary schedules or step advancement;
- e. The District will coordinate with impacted employees which days will be designated as Furlough Days. Only one Furlough day may be assigned per month;
- f. This Furlough program is for the 2020-2021 school year only.

BE IT FURTHER RESOLVED that the District Superintendent or her designee, is further authorized to take any other actions necessary for the implementation of this Resolution.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at a regular meeting held on March 12, 2020, by the following vote:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE PILOT DINNER PROGRAM

BACKGROUND INFORMATION:

Administration recommends approval of the attached Memorandum of Understanding between the San Ysidro School District and the California School Employees Association regarding the Pilot Dinner Program.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

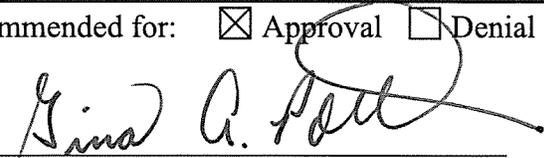
Business Services Reviewed: 
Requisition #

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

TBD
(Amount)

TBD
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Superintendent's Office Certification:



Quality education and opportunity for all students to succeed

Dr. David Farkas
Executive Director of Human Resources

**Memorandum of Understanding
Between
San Ysidro School District
And
California School Employees Association
And it's Chapter #154
February 28, 2020**

2019-2020 Pilot Dinner Program

The San Ysidro School District (District) has an interest in launching a pilot Dinner Program during the 2019-2020 school year. The District and California School Employees Association (CSEA), herein referred to as the "Parties", will work together to implement the pilot program. In order to effectively implement a pilot Dinner Program, we hereby mutually agree to the following:

1. The pilot program is to take place at La Mirada and San Ysidro Middle Schools from March 2, 2020 through June 4, 2020.
2. The pilot program will consist of two additional hours of work each day for one Child Nutrition Specialists at each of the pilot sites.
3. The extra work opportunity will be offered in accordance of Article 13: Hours of Employment in the collective bargaining agreement between the Parties.
4. The District will construct a district-wide seniority list all of Child Nutrition Specialist interested in working the additional hours when coverage is needed.
5. The parties agree to meet prior to the 2020-2021 school year to discuss the pilot program and possible implementation moving forward.

CSEA Representative

2-28-2020
Date

District Representative

2-28-20
Date

CSEA Representative

2/28/2020
Date

District Representative

2/28/2020
Date

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *ay*
 Informational
 Action

AGENDA ITEM: PARTICIPATION IN THE CALIFORNIA BILINGUAL EDUCATION (CABE)
6TH GRADE SCHOLARSHIP BREAKFAST

BACKGROUND INFORMATION:

The California Association for Bilingual Education (CABE) coordinates the CABE Scholarship Breakfast annually to recognize outstanding sixth grade scholars. Students who are identified are bilingual, have demonstrated exemplary scholarship and/or citizenship and are asked to prepare a written statement on how they will continue to draw on their bilingual abilities to achieve future success.

One sixth grade student from each elementary school will be selected to receive this scholarship. Selected students will be recognized at the 2020 CABE Award Breakfast scheduled for Saturday, May 2, 2020 at Rancho Del Rey Middle School and will receive a scholarship in the amount of a \$50.00.

The San Ysidro School District would not bear any financial responsibility for the CABE Scholarship Breakfast. All program costs are supported through the South County CABE Executive Board.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement – Action 2.6: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

Renewal New Amendment Ratify Other

Business Services Reviewed: *mu*

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter
Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

**14D.1
Page 1 of 2**



**CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION
SAN DIEGO SOUTH COUNTY CHAPTER 65**

**2019-2020
CABE South County
Chapter Officers**

Co-Chair

Magda E. Maldonado
Chula Vista
Elementary School District

Co-Chair

Bertha J. López
Retired Teacher
National City School District

Recording Secretary

Linda Vazquez
National City School District

Treasurer

Ruben Samaniego,
Chula Vista
Elementary School District

Scholarships Elementary Chair

Bertha J. López
Retired Teacher
National City School District

Scholarships High School Chair

Daisy Cortez Guzman
Sweetwater Union
High School District

Membership Co-Chair

Lisa Celaya
South Bay School District

Membership Co-Chair

Griselda Delgado
Sweetwater Union
High School District

Parent / Paraprofessional

Liaison Co-Chairs

Aurora Clark

Parent Volunteer

Lupe Buell, Ph.D.
Transforming Education for
English Learners
Consulting Services

Fundraising Chair

Jorge Cuevas Antillón
San Diego County
Office of Education

Spring 2020

Dear School Administrator:

The South County CABE Chapter 65 invites your school to participate in the 2020 CABE Scholarship Program. Each participating school will have one student honoree at the Awards Breakfast on Saturday, May 2, 2020.

Elementary schools are invited to send the name of one (1) outstanding sixth grade bilingual student to be recognized. Please take a few moments to read the attachments:

- “Sixth Grade Scholarship Letter” (Provides all the information necessary to participate in this student recognition program.)
- “Sixth Grade Scholarship Recommendation Form” due Friday, April 17 2020.
- The “2020 Parent Letter Notification” (Available in English and Spanish: Informs the students’ parents about the award, as well as the date, time, and place, with a map for directions. **Please provide assistance and remind parents as to how and when to RSVP.**)
- Invitation flyer for Scholarship Breakfast to distribute.

Principals and teachers are welcome to attend the awards breakfast to support the students. Tickets will be sold for \$10 at the door. The CABE Board of Directors thanks you for supporting this event.

Please RSVP by Friday, April 24, 2020 at our website
<http://www.cabe65.org/scholarship> or via e-mail: cabe65org@gmail.com

Respectfully,

Bertha J. López, Elementary Scholarship Chair

Attachments: 4

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: 22ND ANNUAL LEADERSHIP IN BILITERACY SYMPOSIUM

BACKGROUND INFORMATION:

The 22nd Annual Leadership in Biliteracy Symposium is an event that acknowledges individuals who have made significant contributions in promoting biliteracy for students. This event is sponsored by the San Diego County Office of Education. Awards are given to a District honoree from each participating district, which may include teachers, parents, support staff, administrators and governing board members. This event will be held on Thursday, April 23, 2020 at the La Jolla Marriott Hotel.

Staff from the Educational Services Department will review the site nominations and select two District Honorees; whose names (TBD) will be forwarded to the San Diego County Office of Education for recognition at the 22nd Annual Leadership in Biliteracy Symposium.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.18: Continue to support, monitor, and evaluate the services for English Learners to ensure students acquire proficiency in English.

Renewal New Amendment Ratify Other

Business Services Reviewed: *MC*

Financial Implications?

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

Requisition #

Yes No

Yes No

\$600.00

Title III Fund

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

22ND ANNUAL



LEADERSHIP IN BILITERACY SYMPOSIUM

**Promote biliteracy and honor the biliteracy champions
in your district or charter school.**

Now is the time to honor one or two individuals in your district or charter school to be recognized with an award at the 22nd annual Leadership in Biliteracy Symposium.

This event is your opportunity to spotlight the leaders in your school who are making a difference for students through demonstrated excellence in promoting biliteracy. Past honorees have included counselors, parent leaders, teachers, teaching assistants, site and district administrators, school board members, and university professors.

Submit your honoree information by March 16.



Silvia Dorta Duque de Reyes, renowned educational leader and founder of the Common Core Spanish Language Arts, will be honored with this year's *Leadership in Biliteracy Community Award* for her groundbreaking work and tireless advocacy for biliteracy education.



April 23, 2020

4:30 to 6:30 p.m.



Marriott La Jolla

4240 La Jolla Village Dr.
La Jolla, CA 92037



\$60 per person includes dinner and complimentary registrations for all honorees

Submit an outstanding biliteracy champion and register to attend at:



www.sdcoe.net/biliteracy



Alicia Moyer

abmoyer@sdcoe.net

858-292-3545

Participants may be photographed for use in promotional and/or news materials.

Help recognize all biliteracy champions by attending this memorable event. Register now!

14D.2

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *OC*
 Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – MARCH

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 March 12, 2020 Board meeting:

- Southern California Facilities Expo
- Annual Convention – CSHA Convergence 2020
- Making AAC Fun and Functional
- Targeted Monitoring Workshop and Planning
- AHERA Local Education Agency Designee
- STEM Power - Empowering Youth to be STEM-Capable
- Flying High with Drone and Aerospace Technology in South County
- “QPR: Question, Persuade and Refer” Gatekeeper Training for Suicide Prevention Registration
- A Multisensory Approach to Kindergarten Readiness + K-5 Workshop
- Evidenced Based Practices for Students with Autism - CAPTAIN Training
- CAASPP Workshop – Leveraging the Smarter Balanced Interim Assessments
- Celebrating the San Diego County Consortium ASES & 21st CCLC Expanded Learning Programs
- ESSA Comprehensive Support and Improvement 4-Part Workshop Series
- School Bonds 201: The Practice of Designing and Running School Bonds
- SDCOE Synergy Users Conference
- Juvenile Health & Justice Symposium
- 2020 CABE Conference
- Juvenile Health & Justice Symposium
- May Revision Workshop
- 19-20 CAASPP Results Are In – Now What? Workshop
- CACFP – Promoting Integrity Training

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

Business Services Reviewed: *mu*

Financial Implications?

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

Requisition #

Yes No

Yes No

APPROXIMATE COST

\$11,569.00

(Amount)

General, Title I, Title II and MediCal Funds

(Name of funding source and/or location)

Recommended for: Approval Denial

Certification Requested Yes No

Gina A. Potter

Superintendent's Office Certification: **14D.3**

Page 1 of 5

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

PROFESSIONAL DEVELOPMENT**Item 14D.3**

Approve/Ratify 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 -	National City	March 6, 2020	\$0	No Cost

14D.3

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
	CAPTAIN Training				
Irene Lopez, Karen Tovar, Mariela Fonseca	2020 CABA 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, Araceli Flores	Making AAC Fun and Functional	SCREC	March 11, 2020	\$0	No Cost
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	San Diego	May 12, 2020	\$0	No Cost

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
	ASES & 21 st CCLC Expanded Learning Programs				
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 Amezquita, Jennifer Cuestas, Guillermina Sandez, Tina Zabala, Parent Cabinet Members (TBD), Board Members (TBD)	May Revision Workshop	Escondido, CA	May 21, 2020	\$4,200.00	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 14D.3

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Evelyn Zarzosa, Sadeer Sahib	CACFP – Promoting Integrity Training	Escondido, CA	March 10, 2020	\$0	No Cost

BUSINESS

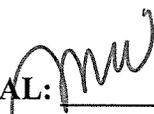
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 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.

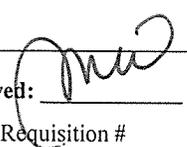
Report #8 (February 3, 2020 through February 25, 2020):
 ▪ General Fund: 0000006025-0000006028, 0000006030-0000006034, 0000006036-0000006047, 0000006049-0000006053, 0000006055-0000006057, 0000006059-0000006064, 0000006066-0000006087, 0000006089, 0000006091-0000006101, 0000006103, 0000006106-0000006143, 0000006145, 0000006147-0000006150
 ▪ Child Development Fund: 0000006054, 0000006088, 0000006102, 0000006104-0000006105, 0000006146
 ▪ Child Nutrition Fund: 0000006035, 0000006065
 ▪ Capital Facilities Fund: 0000006144

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period February 3, 2020 through February 25, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

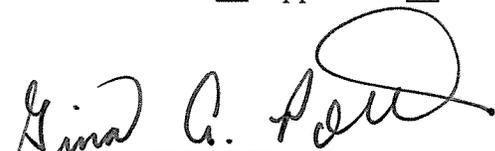
Yes No

Varies
(Amount)

As listed above
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



 Gina A. Potter, Ed.D., Superintendent
 Secretary to the Board

PURCHASE ORDER REPORT (02/03/20 - 02/25/20)

PO Date	PO No.	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/3/2020	0000006025	000506	DION INTERNATIONAL TRUCK INC.		CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 3,614.80
2/3/2020	0000006026	004265	CENGAGE LEARNING		INSTRUCTIONAL SUPPLIES	0100	4203000	4300001	061	\$ 640.84
2/3/2020	0000006027	0000000033	ORANGE COUNTY DEPT. OF EDUCATION		PROFESSIONAL SERVICES	0100	0490000	5800010	052	\$ 1,000.00
2/3/2020	0000006028	003377	SOUTHWEST SCHOOL & OFFICE		OFFICE SUPPLIES	0100	0000000	4300011	062	\$ 184.26
2/3/2020	0000006030	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	\$ 218.05
2/3/2020	0000006031	003311	SAN DIEGO COUNTY SUPERINTENDEN		REGISTRATION FEE	0100	0000001	5200003	061	\$ 1,000.00
2/3/2020	0000006032	001755	WILLIAM V. MAC GILL & CO.		MEDICAL SUPPLIES	0100	0000000	4300011	061	\$ 847.30
2/4/2020	0000006033	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 3,700.40
2/4/2020	0000006034	000058	DEMCO INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 342.73
2/4/2020	0000006036	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	\$ 195.08
2/4/2020	0000006037	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000001	4300001	061	\$ 556.48
2/4/2020	0000006038	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 154.88
2/4/2020	0000006039	002682	BENCHMARK EDUCATION COMPANY		INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 582.85
2/4/2020	0000006040	000136	WAXIE SANITARY SUPPLY		MAINTENANCE EQUIPMENT	0100	0000000	4400000	069	\$ 10,558.42
2/4/2020	0000006041	001642	HANDY METAL MART		GROUPS SUPPLIES	0100	0000000	4300014	069	\$ 2,000.00
2/4/2020	0000006042	001696	BLICK ART MATERIALS		INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	\$ 1,409.37
2/4/2020	0000006043	004309	BEST BEST & KRIEGER LLP		LEGAL SERVICES	0100	0000000	5800002	063	\$ 15,410.44
2/4/2020	0000006044	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	\$ 556.21
2/4/2020	0000006045	000273	SCHOLASTIC, INC		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 771.65
2/4/2020	0000006046	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	\$ 4,615.40
2/4/2020	0000006047	0000006556	CHULA VISTA SCHOOL DISTRICT		CONTRACTED SERVICES	0100	0983000	5800018	074	\$ 10,080.00
2/4/2020	0000006049	000588	SCHOOL SERVICES OF CALIFORNIA		REGISTRATION FEES	0100	0000000	5200003	071	\$ 1,500.00
2/4/2020	0000006050	000526	THE MASTER TEACHER		OFFICE SUPPLIES	0100	0982000	4300011	074	\$ 75.84
2/4/2020	0000006051	000000712	LEXICONUSA		OFFICE EQUIPMENT	0100	3010004	4400000	061	\$ 8,356.58
2/4/2020	0000006052	003856	SUPER DUPER PUBLICATION		INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 86.20
2/4/2020	0000006053	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	\$ 2,266.76
2/5/2020	0000006055	003192	WAL- MART COMMUNITY/GECRB		INCENTIVES SUPPLIES	0100	0300480	4300000	061	\$ 2,138.73
2/5/2020	0000006056	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	\$ 1,176.12
2/5/2020	0000006057	002355	I B TROPHIES & AWARDS		OFFICE SUPPLIES	0100	0000000	4300001	022	\$ 21.55
2/5/2020	0000006057	002355	I B TROPHIES & AWARDS		OFFICE SUPPLIES	0100	0000000	4300011	025	\$ 30.17
2/5/2020	0000006059	000000714	LEAVING THE VILLAGE LLC		REGISTRATION FEES	0100	0000000	5200003	022	\$ 290.00
2/5/2020	0000006060	000000715	RIVERSIDE ASSESSMENTS, LLC		INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 2,247.23
2/5/2020	0000006061	000000187	STEVEN V. BERRY		OFFICE SUPPLIES	0100	0000000	4300001	024	\$ 504.27
2/5/2020	0000006062	000809	OFFICE DEPOT		OFFICE SUPPLIES	0100	0982000	4300011	074	\$ 479.12
2/5/2020	0000006063	000535	SCHOOL SPECIALTY		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 241.01
2/5/2020	0000006064	004601	SIR SPEEDY PRINTING 02890		OFFICE SUPPLIES	0100	0000000	4300011	063	\$ 242.45
2/6/2020	0000006066	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 1,615.71
2/6/2020	0000006067	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 1,014.47
2/6/2020	0000006068	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 2,069.51
2/6/2020	0000006069	000809	OFFICE DEPOT		PUBLICATIONS SUPPLIES	0100	0000000	4300050	073	\$ 1,410.00
2/6/2020	0000006070	003377	SOUTHWEST SCHOOL & OFFICE		PUBLICATIONS SUPPLIES	0100	0000000	4300050	073	\$ 237.05
2/6/2020	0000006071	000809	OFFICE DEPOT		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 1,337.39
2/6/2020	0000006071	000809	OFFICE DEPOT		INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	020	\$ 1,337.39
2/6/2020	0000006072	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 2,924.77

PURCHASE ORDER REPORT (02/03/20 - 02/25/20)

PO Date	PO No.	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/10/2020	0000006073	000136	WAXIE SANITARY SUPPLY		CUSTODIAN SUPPLIES	0100	0000000	4300020	069	\$ 811.57
2/10/2020	0000006074	000136	WAXIE SANITARY SUPPLY		CUSTODIAN SUPPLIES	0100	0000000	4300020	069	\$ 1,136.20
2/10/2020	0000006075	000136	WAXIE SANITARY SUPPLY		CUSTODIAN SUPPLIES	0100	0000000	4300020	069	\$ 1,136.20
2/10/2020	0000006076	003377	SOUTHWEST SCHOOL & OFFICE		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 1,631.12
2/10/2020	0000006077	004628	FOLLETT SCHOOL SOLUTIONS,INC		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	\$ 484.88
2/10/2020	0000006078	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 89.99
2/11/2020	0000006079	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 1,067.95
2/11/2020	0000006080	004543	SCHOOL OUTFITTERS		INSTRUCTIONAL SUPPLIES	0100	6500200	4300001	054	\$ 293.06
2/11/2020	0000006081	002037	PERMA BOUND PUB.		INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	022	\$ 1,233.25
2/11/2020	0000006082	001755	WILLIAM V. MAC GILL & CO.		MEDICAL SUPPLIES	0100	0000000	4300011	061	\$ 308.17
2/11/2020	0000006083	004678	AMAZON.COM, INC.		TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 819.82
2/12/2020	0000006084	0000000716	POWERSCHOOL GROUP LLC		CONTRACTED SERVICES	0100	0000000	5800010	062	\$ 9,647.21
2/12/2020	0000006085	000273	SCHOLASTIC , INC		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 189.75
2/12/2020	0000006086	0000000706	TOM SILVA CONSULTING		PROFESSIONAL SERVICES	0100	0000000	5800010	071	\$ 15,000.00
2/12/2020	0000006087	0000000390	DANNIS WOLIVER KELLEY		LEGAL SERVICES	0100	0000000	5800150	054	\$ 2,597.00
2/13/2020	0000006089	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 256.23
2/13/2020	0000006091	002037	PERMA BOUND PUB.		INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	022	\$ 718.24
2/13/2020	0000006092	003722	PEARSON		INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	022	\$ 1,423.14
2/13/2020	0000006093	003311	SAN DIEGO COUNTY SUPERINTENDEN		REGISTRATION FEE	0100	0000000	5200003	025	\$ 149.00
2/13/2020	0000006094	000535	SCHOOL SPECIALTY		INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 339.70
2/13/2020	0000006095	0000000457	AMPLIFIED IT, LLC		CONTRACTED SERVICES	0100	0000001	5800006	061	\$ 10,549.00
2/13/2020	0000006096	004045	EDUPOINT EDUCATIONAL SYSTEMS		CONTRACTED SERVICES	0100	0000000	5800006	067	\$ 6,210.00
2/13/2020	0000006097	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 345.45
2/13/2020	0000006098	003377	SOUTHWEST SCHOOL & OFFICE		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 678.00
2/18/2020	0000006099	000437	CURRICULUM ASSOC. INC.		INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	022	\$ 4,575.09
2/18/2020	0000006100	002682	BENCHMARK EDUCATION COMPANY		INSTRUCTIONAL SUPPLIES	0100	0000000	5800010	024	\$ 6,300.00
2/18/2020	0000006101	004678	AMAZON.COM, INC.		MAINTENANCE SUPPLIES	0100	8150000	4400000	070	\$ 1,748.30
2/18/2020	0000006103	003637	C.A.S.H.		REGISTRATION FEES	0100	8150000	5200003	070	\$ 9,555.00
2/18/2020	0000006106	001643	ATKINSON, ANDELSON, LOYA, RUIUD		LEGAL SERVICES	0100	0000000	5800002	063	\$ 149.63
2/19/2020	0000006107	003649	SAN DIEGO COUNTY VECTOR		CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 117.18
2/19/2020	0000006108	004822	CALIFORNIA FINANCIAL SERVICES		PROFESSIONAL SERVICES	0100	0000000	5800010	071	\$ 10,000.00
2/19/2020	0000006109	0000000390	DANNIS WOLIVER KELLEY		LEGAL SERVICES	0100	0000000	5800150	054	\$ 3,720.00
2/19/2020	0000006110	000506	DION INTERNATIONAL TRUCK INC.		CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 8,719.16
2/19/2020	0000006111	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	\$ 768.38
2/19/2020	0000006112	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 2,762.42
2/19/2020	0000006113	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 2,353.81
2/19/2020	0000006114	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 1,131.73
2/19/2020	0000006115	001725	SPINITAR/PRESENTATION PRODUCTS		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 5,171.74
2/19/2020	0000006116	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300014	069	\$ 236.94
2/19/2020	0000006117	000258	PARADIGM HEALTHCARE SERVICES		PROFESSIONAL SERVICES	0100	5640000	5800010	052	\$ 20,000.00
2/19/2020	0000006118	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0300020	4300001	020	\$ 180.11
2/19/2020	0000006119	000809	OFFICE DEPOT		OFFICE SUPPLIES	0100	0000000	4300001	012	\$ 101.26
2/19/2020	0000006120	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	\$ 232.44
2/19/2020	0000006121	000540	WESTERN PSYCHOLOGICAL SERVICES		INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 1,676.06

PURCHASE ORDER REPORT (02/03/20 - 02/25/20)

PO Date	PO No.	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/19/2020	0000006122	004601	SIR SPEEDY PRINTING 02890		OFFICE SUPPLIES	0100	0000000	4300011	061	\$ 96.98
2/19/2020	0000006123	0000000363	RIFTON EQUIPMENT		INSTRUCTIONAL SUPPLIES	0100	6500200	4300001	054	\$ 484.88
2/19/2020	0000006124	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 236.25
2/19/2020	0000006125	003722	PEARSON		INSTRUCTIONAL SUPPLIES	0100	5640000	4300003	054	\$ 1,586.05
2/19/2020	0000006126	000540	WESTERN PSYCHOLOGICAL SERVICES		INSTRUCTIONAL SUPPLIES	0100	5640000	4300003	054	\$ 373.90
2/19/2020	0000006127	003856	SUPER DUPER PUBLICATION		INSTRUCTIONAL SUPPLIES	0100	5640000	4300003	054	\$ 129.30
2/19/2020	0000006128	000146	LAKESHORE		INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 233.30
2/19/2020	0000006129	0000000717	LANGUAGE DYNAMICS GROUP, LLC		INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 364.20
2/20/2020	0000006130	000809	OFFICE DEPOT		OFFICE SUPPLIES	0100	8150000	4300007	070	\$ 811.58
2/20/2020	0000006131	0000000604	EL FOLKLOR MEXICANO INC.		INSTRUCTIONAL MATERIAL	0100	0980002	4300001	061	\$ 270.94
2/20/2020	0000006132	001755	WILLIAM V. MAC GILL & CO.		MEDICAL SUPPLIES	0100	8150000	4300007	070	\$ 485.36
2/20/2020	0000006133	001158	ASCD		REGISTRATION FEE	0100	4035000	5200003	061	\$ 870.00
2/20/2020	0000006134	003311	SAN DIEGO COUNTY SUPERINTENDEN		REGISTRATION FEES	0100	4035000	5200003	061	\$ 25.00
2/20/2020	0000006135	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	\$ 90.41
2/20/2020	0000006136	004748	THE MARKETBOARD PEOPLE		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 808.13
2/20/2020	0000006137	000437	CURRICULUM ASSOC. INC.		INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	\$ 950.36
2/20/2020	0000006138	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	\$ 322.14
2/20/2020	0000006139	0000000698	WESTED		PROFESSIONAL SERVICES	0100	3182001	5200000	012	\$ 4,500.00
2/20/2020	0000006139	0000000698	WESTED		PROFESSIONAL SERVICES	0100	3182001	5200000	022	\$ 4,500.00
2/20/2020	0000006140	0000000719	WEST COAST FIRE		CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 355.00
2/20/2020	0000006141	003377	SOUTHWEST SCHOOL & OFFICE		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 2,073.69
2/21/2020	0000006142	000809	OFFICE DEPOT		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 798.51
2/21/2020	0000006143	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 516.25
2/21/2020	0000006145	002772	SCHOLASTIC BOOK FAIR		INSTRUCTIONAL SUPPLIES	0100	0300025	4300001	025	\$ 909.75
2/24/2020	0000006147	001793	CABE		REGISTRATION FEES	0100	0300101	5200003	063	\$ 2,115.00
2/24/2020	0000006148	0000000354	DATTEL SYSTEMS INCORPORATED		MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 141.91
2/24/2020	0000006149	004678	AMAZON.COM, INC.		OFFICE SUPPLIES	0100	0000000	4300011	064	\$ 1,000.00
2/25/2020	0000006150	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 1,031.34
Total for 0100 \$ 252,735.89										
2/4/2020	0000006054	001102	ORIENTAL TRADING COMPANY, INC.		INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 2,286.13
2/12/2020	0000006088	001161	HOME DEPOT		OFFICE SUPPLIES	1200	0300120	4300000	076	\$ 429.60
2/18/2020	0000006102	003377	SOUTHWEST SCHOOL & OFFICE		INSTRUCTIONAL SUPPLIES	1200	5210000	4300001	076	\$ 1,873.69
2/18/2020	0000006104	000535	SCHOOL SPECIALTY		INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 333.79
2/18/2020	0000006105	000809	OFFICE DEPOT		INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 270.12
2/24/2020	0000006146	001161	HOME DEPOT		OFFICE SUPPLIES	1200	0300120	4400000	076	\$ 459.76
Total for 1200 \$ 5,653.09										
2/4/2020	0000006035	000506	DION INTERNATIONAL TRUCK INC.		CONTRACTED SERVICES	1300	5310000	5600005	085	\$ 3,614.80
2/6/2020	0000006065	004678	AMAZON.COM, INC.		CAFETERIA SUPPLIES	1300	5310000	4300026	085	\$ 247.85
Total for 1300 \$ 3,862.65										

PURCHASE ORDER REPORT (02/03/20 - 02/25/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/21/2020	0000006144	0000000030	DEPARTMENT OF GENERAL SERVICES	APPLICATION FEE	2518	9010000	6200006	025	500.00

Total for 2518 \$ 500.00

Grand Total \$ 262,751.63

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 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 04, 2020 through February 27, 2020 with checks #14-643936 through #14-653127 for a total expenditure of \$851,064.73 from the following sources:

- General Fund - \$766,070.19
- Child Nutrition- \$79,064.94
- Child Development-\$429.60
- Facilities Fund-\$500.00
- Capital Project Fund-\$5,000.00

RECOMMENDATION:

Approve/Ratify 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.

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

Business Services Reviewed: MA

Financial Implications?

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

Requisition #

Yes No

Yes No

\$851,064.73
(Amount)

Various (see above)
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter
Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14643936	ORANGE COUNTY DEPT. OF EDUCATION	2/4/2020	\$ 148.07	0100	PROFESSIONAL SERVICES
14643937	P.I.P.S.	2/4/2020	\$ 23,706.00	0100	PROFESSIONAL SERVICES
14643938	AZTEC CONTAINER	2/4/2020	\$ 1,616.24	0100	LEASE AGREEMENT
14643939	FRANCISCO MATA	2/4/2020	\$ 30.00	0100	REIMBURSEMENT
14643940	CSM CONSULTING INC.	2/4/2020	\$ 1,500.00	0100	CONTRACTED SERVICES
14643941	RAPTOR TECHNOLOGIES, LLC	2/4/2020	\$ 4,860.00	0100	CONTRACTED SERVICES
14643942	WINET PATRICK GAYER CREIGHTON	2/4/2020	\$ 23,177.47	0100	LEGAL SERVICES
14643943	DATEL SYSTEMS INCORPORATED	2/4/2020	\$ 10,536.87	0100	TECHNOLOGY EQUIPMENT
14643944	NAUMANN HOBBS MATERIAL	2/4/2020	\$ 1,730.11	0100	CONTRACTED SERVICES
14643945	PANERA BREAD COMPANY	2/4/2020	\$ 337.30	0100	REFRESHMENTS
14643946	CAPITOL ADVISORS GROUP, LLC	2/4/2020	\$ 2,000.00	0100	PROFESSIONAL SERVICES
14643947	AARDVARK ANT & PEST CONTROL INC.	2/4/2020	\$ 1,190.00	0100	CONTRACTED SERVICES
14643949	WRAP CITY, INC	2/4/2020	\$ 1,021.39	0100	CONTRACTED SERVICES
14643950	WALSH & ASSOCIATES, APC	2/4/2020	\$ 2,160.74	0100	LEGAL SERVICES
14643951	DAVID FARKAS	2/4/2020	\$ 148.78	0100	REIMBURSEMENT
14643952	WAXIE SANITARY SUPPLY	2/4/2020	\$ 5,688.66	0100	CUSTODIAL SUPPLIES
14643953	GRAINGER	2/4/2020	\$ 1,105.55	0100	MAINTENANCE SUPPLIES
14643954	AREY JONES EDU. SOLUTIONS	2/4/2020	\$ 468.26	0100	OFFICE EQUIPMENT
14643955	DION INTERNATIONAL TRUCK INC.	2/4/2020	\$ 5,768.41	0100	CONTRACTED SERVICES
14643956	SWEETWATER UNION HIGH	2/4/2020	\$ 4,000.00	0100	CONTRACTED SERVICES
14643957	SOUTH BAY FENCE, INC.	2/4/2020	\$ 1,350.00	0100	CONTRACTED SERVICES
14643958	REFRIGERATION SUPPLIES	2/4/2020	\$ 1,967.70	0100	MAINTENANCE SUPPLIES
14643959	SAN DIEGO COUNTY	2/4/2020	\$ 350.66	0100	INSTRUCTIONAL SUPPLIES
14643960	REPUBLIC SERVICES	2/4/2020	\$ 14,303.89	0100	CONTRACTED SERVICES
14643961	WILLIAM V. MAC GILL & CO.	2/4/2020	\$ 114.86	0100	MEDICAL SUPPLIES
14643962	FERGUSON ENTERPRISES, INC#1350	2/4/2020	\$ 217.62	0100	MAINTENANCE SUPPLIES
14643963	BLACKIE'S TROPHIES & AWARDS	2/4/2020	\$ 7,349.78	0100	AWARDS & INCENTIVES
14643964	FLEETWASH INC	2/4/2020	\$ 133.33	0100	CONTRACTED SERVICES
14643965	WESTAIR GASES & EQUIPMENT INC	2/4/2020	\$ 299.37	0100	MAINTENANCE SUPPLIES
14643966	GYM CLOSET	2/4/2020	\$ 1,038.98	0100	INSTRUCTIONAL SUPPLIES
14643967	MIRAMAR BOBCAT INC	2/4/2020	\$ 139.17	0100	INSTRUCTIONAL SUPPLIES
14643968	FEDEX	2/4/2020	\$ 44.41	0100	CONTRACTED SERVICES
14643969	PARENT INSTITUTE FOR QUALITY	2/4/2020	\$ 215.00	0100	OFFICE SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14643970	BEST BUY	2/4/2020	\$ 91.56	0100	TECHNOLOGY SUPPLIES
14643971	HENRY APONTE	2/4/2020	\$ 344.00	0100	INSTRUCTIONAL SUPPLIES
14643972	SAN YSIDRO SCHOOL DISTRICT	2/4/2020	\$ 1,696.00	0100	REPLENISH PL TRUST
14643973	PEARSON	2/4/2020	\$ 204.41	0100	INSTRUCTIONAL SUPPLIES
14643974	BATTERY SYSTEMS	2/4/2020	\$ 33.27	0100	GROUPS SUPPLIES
14643975	OPTIMUM FLOORCARE	2/4/2020	\$ 860.34	0100	CUSTODIAL SUPPLIES
14643976	PRO POWER	2/4/2020	\$ 40.00	0100	GROUPS SUPPLIES
14643977	TRANE U.S. INC	2/4/2020	\$ 460.14	0100	MAINTENANCE SUPPLIES
14643978	DASH MEDICAL GLOVE INC.	2/4/2020	\$ 1,422.63	0100	MEDICAL SUPPLIES
14643979	TUCOR INC	2/4/2020	\$ 620.00	0100	CONTRACTED SERVICES
14643980	TIME AND ALARM SYSTEMS	2/4/2020	\$ 626.22	0100	MAINTENANCE SUPPLIES
14643981	CALIFORNIA FINANCIAL SERVICES	2/4/2020	\$ 10,000.00	0100	PROFESSIONAL SERVICES
14643982	SPARKLETT'S	2/4/2020	\$ 228.84	0100	CONTRACTED SERVICES
14644695	SMART & FINAL	2/5/2020	\$ 447.37	0100	REFRESHMENTS
14645504	P.I.P.S.	2/6/2020	\$ 77,751.66	0100	PROFESSIONAL SERVICES
14645505	PARKHOUSE TIRE INC	2/6/2020	\$ 19.05	0100	MAINTENANCE SUPPLIES
14646139	AMERICAN SWING PRODUCTS, INC	2/7/2020	\$ 548.23	0100	MAINTENANCE SUPPLIES
14646140	CURRICULUM ASSOC. INC.	2/7/2020	\$ 4,500.00	0100	INSTRUCTIONAL SUPPLIES
14646141	DION INTERNATIONAL TRUCK INC.	2/7/2020	\$ 7,224.03	0100	CONTRACTED SERVICES
14646142	STAFF REHAB	2/7/2020	\$ 2,077.46	0100	PROFESSIONAL SERVICES
14646773	WAXIE SANITARY SUPPLY	2/10/2020	\$ 21,524.63	0100	CUSTODIAL SUPPLIES
14646774	SWEETWATER UNION HIGH	2/10/2020	\$ 4,000.00	0100	CONTRACTED SERVICES
14646775	YMCA OF SAN DIEGO COUNTY	2/10/2020	\$ 66,806.55	0100	PROFESSIONAL SERVICES
14646776	AT&T	2/10/2020	\$ 4,759.19	0100	UTILITIES - PHONE SERVICES
14647289	PARADIGM HEALTHCARE SERVICES	2/11/2020	\$ 1,000.00	0100	PROFESSIONAL SERVICES
14647290	XEROX CORPORATION	2/11/2020	\$ 4,966.53	0100	MAINTENANCE AGREEMENT
14648035	STEVEN V. BERRY	2/12/2020	\$ 504.27	0100	OFFICE SUPPLIES
14648036	OMAR CALLEROS	2/12/2020	\$ 50.89	0100	MILEAGE
14648037	MARK KIRCHER	2/12/2020	\$ 54.58	0100	MILEAGE
14648038	EBS - EDUATIONAL BASED SERVICES	2/12/2020	\$ 1,875.50	0100	PROFESSIONAL SERVICES
14648039	MAXIM HEALTHCARE SERVICES, INC	2/12/2020	\$ 26,262.73	0100	PROFESSIONAL SERVICES
14648040	ARDOR HEALTH SOLUTIONS	2/12/2020	\$ 7,486.00	0100	PROFESSIONAL SERVICES
14648041	ALEXIS TAPIA	2/12/2020	\$ 16.68	0100	MILEAGE

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14648042	AMBER ELLIOTT	2/12/2020	\$ 137.20	0100	MILEAGE
14648043	DANIEL CHAVEZ	2/12/2020	\$ 227.59	0100	MILEAGE
14648044	ACCO ENGINEERED SYSTEMS, INC.	2/12/2020	\$ 1,350.00	0100	CONTRACTED SERVICES
14648045	GINA A. POTTER	2/12/2020	\$ 24.00	0100	REIMBURSEMENT
14648046	PAULO AZEVEDO	2/12/2020	\$ 180.28	0100	MILEAGE
14648047	SASHANAE BUCHANAN	2/12/2020	\$ 108.16	0100	REIMBURSEMENT
14648048	NADIA BRAUN	2/12/2020	\$ 3,500.00	0100	PROFESSIONAL SERVICES
14648049	CITY TREASURER	2/12/2020	\$ 13,237.96	0100	CONTRACTED SERVICES
14648050	SPRINT	2/12/2020	\$ 3,716.79	0100	CONTRACTED SERVICES
14648051	PENSKE TRUCK LEASING	2/12/2020	\$ 135.23	0100	CONTRACTED SERVICES
14648052	ASELTINE SCHOOL	2/12/2020	\$ 6,016.34	0100	PROFESSIONAL SERVICES
14648053	WAL- MART COMMUNITY/GEGRB	2/12/2020	\$ 986.13	0100	REFRESHMENTS
14648054	R&L PERFORMANCE AUTO SERVICE	2/12/2020	\$ 1,914.16	0100	CONTRACTED SERVICES
14648055	SAN YSIDRO SCHOOL DISTRICT	2/12/2020	\$ 2,180.84	0100	PCARD REPLENISH
14648056	GALLAGHER BENEFIT SERVICES, INC	2/12/2020	\$ 442.85	0100	PROFESSIONAL SERVICES
14648057	STAFF REHAB	2/12/2020	\$ 1,817.54	0100	PROFESSIONAL SERVICES
14648058	ABA EDUCATION FOUNDATION	2/12/2020	\$ 1,175.25	0100	PROFESSIONAL SERVICES
14648059	AGUILAR ARCHITECTS, INC	2/12/2020	\$ 14,584.00	0100	PROFESSIONAL SERVICES
14648060	NIRVANA BUSTOS	2/12/2020	\$ 92.92	0100	MILEAGE
14648738	OSCAR MADERA	2/13/2020	\$ 281.47	0100	REIMBURSEMENT
14648740	MOISES CAMBEROS	2/13/2020	\$ 24.00	0100	REIMBURSEMENT
14648741	JORGE ALVAREZ	2/13/2020	\$ 24.00	0100	REIMBURSEMENT
14648742	HOME DEPOT	2/13/2020	\$ 40.90	0100	MAINTENANCE SUPPLIES
14648743	VERITIV OPERATING COMPANY	2/13/2020	\$ 774.19	0100	PUBLICATIONS SUPPLIES
14649467	MAXIM HEALTHCARE SERVICES, INC	2/14/2020	\$ 13,106.26	0100	PROFESSIONAL SERVICES
14649469	DANNIS WOLIVER KELLEY	2/14/2020	\$ 2,597.00	0100	LEGAL SERVICES
14649471	CROSS COUNTRY STAFFING, INC.	2/14/2020	\$ 925.00	0100	CONTRACTED SERVICES
14649472	TOM SILVA CONSULTING	2/14/2020	\$ 1,650.00	0100	PROFESSIONAL SERVICES
14649473	THE INSTITUTE FOR EFFECTIVE	2/14/2020	\$ 9,933.94	0100	PROFESSIONAL SERVICES
14649477	CALIFORNIA DEPT. OF JUSTICE	2/14/2020	\$ 343.00	0100	PROFESSIONAL SERVICES
14649479	HARBOR FREIGHT TOOLS	2/14/2020	\$ 39.12	0100	MAINTENANCE SUPPLIES
14649480	ANIXTER INC	2/14/2020	\$ 1,145.57	0100	MAINTENANCE SUPPLIES
14649481	FEDEX	2/14/2020	\$ 68.81	0100	POSTAGE FEES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14649487	THE MARKETBOARD PEOPLE	2/14/2020	\$ 705.18	0100	INSTRUCTIONAL SUPPLIES
14650224	VECTOR USA	2/19/2020	\$ 9,222.26	0100	PROFESSIONAL SERVICES
14650225	MY PT SAN DIEGO	2/19/2020	\$ 10,815.00	0100	PROFESSIONAL SERVICES
14650227	DECLUES, BURKETT & THOMPSON, APC	2/19/2020	\$ 1,021.50	0100	LEGAL FEES
14650229	CHULA VISTA SCHOOL DISTRICT	2/19/2020	\$ 10,080.00	0100	CONTRACTED SERVICES
14650230	KARLA RAMIREZ	2/19/2020	\$ 30.63	0100	REIMBURSEMENT
14650231	DIXIELINE LUMBER CO	2/19/2020	\$ 64.59	0100	MAINTENANCE SUPPLIES
14650232	WAXIE SANITARY SUPPLY	2/19/2020	\$ 13,981.11	0100	CUSTODIAL SUPPLIES
14650233	SAFEWAY INC. - VONS DIVISION	2/19/2020	\$ 278.01	0100	REFRESHMENTS
14650235	HOME DEPOT	2/19/2020	\$ 1,991.04	0100	CUSTODIAL SUPPLIES
14650236	KNOX COMPANY	2/19/2020	\$ 395.60	0100	PERMIT FEE
14650237	HANDY METAL MART	2/19/2020	\$ 766.03	0100	GROUNDS SUPPLIES
14650238	NAPA AUTO AND TRUCK PARTS	2/19/2020	\$ 330.55	0100	TRANSPORTATION SUPPLIES
14650239	YMCA OF SAN DIEGO COUNTY	2/19/2020	\$ 35,518.33	0100	PROFESSIONAL SERVICES
14650240	ROAD ONE TOWING	2/19/2020	\$ 360.00	0100	CONTRACTED SERVICES
14650241	ACSA	2/19/2020	\$ 950.00	0100	REGISTRATION FEE
14650242	HD SUPPLY FACILITIES	2/19/2020	\$ 923.01	0100	MAINTENANCE SUPPLIES
14650243	SOUTHWEST SCHOOL & OFFICE	2/19/2020	\$ 722.08	0100	INSTRUCTIONAL SUPPLIES
14650244	SAN YSIDRO SCHOOL DISTRICT	2/19/2020	\$ 10,000.00	0100	PCARD INCREASE
14650245	C.A.S.H.	2/19/2020	\$ 9,555.00	0100	REGISTRATION FEES
14650246	BEST BEST & KRIEGER LLP	2/19/2020	\$ 15,410.44	0100	LEGAL SERVICES
14650247	STAFF REHAB	2/19/2020	\$ 2,612.50	0100	PROFESSIONAL SERVICES
14650248	FLYERS ENERGY	2/19/2020	\$ 3,380.18	0100	BUSES FUEL
14650768	KEENAN & ASSOCIATES	2/20/2020	\$ 1,187.69	0100	CONTRACTED SERVICES
14650769	EBS - EDUATIONAL BASED SERVICES	2/20/2020	\$ 23,712.00	0100	PROFESSIONAL SERVICES
14650770	DION INTERNATIONAL TRUCK INC.	2/20/2020	\$ 8,719.16	0100	CONTRACTED SERVICES
14650771	EWING IRRIGATION	2/20/2020	\$ 831.86	0100	GROUNDS SUPPLIES
14650772	CABE SD SOUTH COUNTY	2/20/2020	\$ 2,400.00	0100	REGISTRATION FEES
14651418	POWERSCHOOL GROUP LLC	2/21/2020	\$ 9,647.21	0100	CONTRACTED SERVICES
PL14652069	OFFICESUPPLY.COM	2/24/2020	\$ 733.48	0100	INSTRUCTIONAL SUPPLIES
14652070	ABLENET, INC.	2/24/2020	\$ 7,186.98	0100	INSTRUCTIONAL SUPPLIES
14652071	DATTEL SYSTEMS INCORPORATED	2/24/2020	\$ 1,505.27	0100	TECHNOLOGY EQUIPMENT
14652072	DANNIS WOLIVER KELLEY	2/24/2020	\$ 3,720.00	0100	LEGAL SERVICES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14652073	WEST COAST FIRE	2/24/2020	\$ 355.00	0100	CONTRACTED SERVICES
14652074	PARADIGM HEALTHCARE SERVICES	2/24/2020	\$ 2,185.09	0100	PROFESSIONAL SERVICES
14652075	CURRICULUM ASSOC. INC.	2/24/2020	\$ 866.49	0100	INSTRUCTIONAL SUPPLIES
14652076	CDW GOVERNMENT LLC	2/24/2020	\$ 179.46	0100	OFFICE SUPPLIES
14652077	ATKINSON, ANDELSON, LOYA, RUUD	2/24/2020	\$ 149.63	0100	LEGAL SERVICES
14652078	IMPERIAL SPRINKLER SUPPLY	2/24/2020	\$ 64.22	0100	GROUPS SUPPLIES
14652079	ROCHESTER 100 INC.	2/24/2020	\$ 540.00	0100	INSTRUCTIONAL SUPPLIES
14652080	SCHOLASTIC BOOK FAIR	2/24/2020	\$ 909.75	0100	INSTRUCTIONAL SUPPLIES
14652081	WAL- MART COMMUNITY/GEGRB	2/24/2020	\$ 2,012.66	0100	INCENTIVES SUPPLIES
14652082	SAN DIEGO COUNTY VECTOR	2/24/2020	\$ 117.18	0100	CONTRACTED SERVICES
14652083	TRANE U.S. INC	2/24/2020	\$ 1,096.36	0100	MAINTENANCE SUPPLIES
14652084	TIME AND ALARM SYSTEMS	2/24/2020	\$ 179.82	0100	MAINTENANCE SUPPLIES
14652085	CALIFORNIA FINANCIAL SERVICES	2/24/2020	\$ 10,000.00	0100	PROFESSIONAL SERVICES
14652485	RICK QUINTANA	2/25/2020	\$ 55.32	0100	REIMBURSEMENT
14652486	MRC SMART TECHNOLOGY SOLUTIONS	2/25/2020	\$ 8,099.51	0100	PRINTERS LEASE AGREEMENT
14652487	EMILY KURTZ	2/25/2020	\$ 124.96	0100	REIMBURSEMENT
14652488	ALMA LAURA ENGLISH	2/25/2020	\$ 154.10	0100	REIMBURSEMENT
14652489	SASHANAE BUCHANAN	2/25/2020	\$ 53.27	0100	REIMBURSEMENT
14652490	WEX BANK	2/25/2020	\$ 4,648.92	0100	CONTRACTED SERVICES
14652491	MOBYMAX LLC	2/25/2020	\$ 1,094.00	0100	INSTRUCTIONAL SUPPLIES
14652492	WESTED	2/25/2020	\$ 9,000.00	0100	PROFESSIONAL SERVICES
14652493	SAN DIEGO GAS & ELECTRIC	2/25/2020	\$ 2,147.42	0100	CONTRACTED SERVICES
14652494	SOUTHWEST SCHOOL & OFFICE	2/25/2020	\$ 2,797.01	0100	INSTRUCTIONAL SUPPLIES
14652495	ARELY AMES	2/25/2020	\$ 68.77	0100	REIMBURSEMENT
14653123	SAN DIEGO GAS & ELECTRIC	2/26/2020	\$ 51,962.73	0100	CONTRACTED SERVICES
14653124	SAN DIEGO COUNTY SUPERINTENDEN	2/26/2020	\$ 6,550.00	0100	REGISTRATION FEES
14653125	TEAMTALK NETWORK	2/26/2020	\$ 397.80	0100	CONTRACTED SERVICES
14653126	CENGAGE LEARNING	2/26/2020	\$ 20,390.76	0100	INSTRUCTIONAL SUPPLIES
14653127	FOLLETT SCHOOL SOLUTIONS,INC	2/26/2020	\$ 1,111.39	0100	INSTRUCTIONAL SUPPLIES
Total Fund 01			\$ 766,070.19		
14649476	HOME DEPOT	2/14/2020	\$ 429.60	1200	OFFICE SUPPLIES
Total Fund 12			\$ 429.60		
14643948	EVELYN ZARZOSA	2/4/2020	\$ 10.56	1300	MILEAGE

Page 6 of 7
 14643948
 2

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14648739	EVELYN ZARZOSA	2/13/2020	\$ 30.00	1300	REIMBURSEMENT
14649464	SELECTA INTERNATIONAL	2/14/2020	\$ 528.50	1300	CAFETERIA FOOD
14649465	GOLD STAR FOODS	2/14/2020	\$ 34,215.14	1300	CAFETERIA FOOD
14649466	CHEF'S TOYS & STAR RESTUARANT	2/14/2020	\$ 91.53	1300	CAFETERIA SUPPLIES
14649470	PANERA BREAD COMPANY	2/14/2020	\$ 254.06	1300	CATERING FOOD
14649474	HOLLANDIA DAIRY INC.	2/14/2020	\$ 21,304.61	1300	CAFETERIA FOOD
14649475	P&R PAPER SUPPLY COMPANY, INC.	2/14/2020	\$ 5,079.77	1300	CAFETERIA PAPER GOODS
14649478	LLOYD PEST CONTROL CO.	2/14/2020	\$ 224.00	1300	CONTRACTED SERVICES
14649482	CALIFORNIA DEPARTMENT OF	2/14/2020	\$ 1,041.81	1300	CONTRACTED SERVICES
14649483	ACE COOLING & FREEZING	2/14/2020	\$ 2,572.28	1300	CAFETERIA KITCHEN
14649484	LITTLE CAESARS PIZZA	2/14/2020	\$ 3,050.64	1300	CAFETERIA FOOD
14649485	AMERICAN PRODUCE DISTRIBUTORS	2/14/2020	\$ 7,579.14	1300	CAFETERIA FOOD
14649486	GALASSO'S BAKERY	2/14/2020	\$ 2,550.00	1300	CAFETERIA FOOD
14650228	SYSCO SAN DIEGO INC.	2/19/2020	\$ 128.90	1300	CAFETERIA SUPPLIES
14650234	COUNTY OF SAN DIEGO	2/19/2020	\$ 404.00	1300	CONTRACTED SERVICES
Total Fund 13			\$ 79,064.94		
14652484	DEPARTMENT OF GENERAL SERVICES	2/25/2020	\$ 500.00	2518	APPLICATION FEE
Total Fund 2518			\$ 500.00		
14649468	U.S. BANK	2/14/2020	\$ 2,500.00	4901	PROFESSIONAL SERVICES
14650226	U.S. BANK	2/19/2020	\$ 2,500.00	4901	PROFESSIONAL SERVICES
Total fund 49			\$ 5,000.00		
Grand Total			\$ 851,064.73		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: mu
 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 \$2,534.22 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: mu

Financial Implications?

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

Requisition #

Yes No

Yes No

DONATIONS
\$2,534.22

Cash/Checks Only
Donations Account

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director
Irene Herrera-Ceballos, VDM InterimPrincipal

INITIAL 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH FACTORY OF DREAMS HALL

BACKGROUND INFORMATION:

The Vista Del Mar Middle School's Associated Student Body (ASB) hosts a dance for 8th graders that will be promoting to High School. This year, the ASB voted to either have their promotion dance at the San Ysidro Middle School's Multi-Cultural Complex or off site. The ASB approved to have their special 8th grade promotion dance outside the District facilities.

The Factory of Dreams Hall located in the city of Chula Vista, is available for this special occasion and at a reasonable price. The date of the event is planned for Thursday, May 28, 2020 from 5:00 – 8:00 p.m.. Parents will be responsible for transporting their student to and from the event. The Principal and certificated staff will be supervising the event.

The cost implication for this Event Agreement is \$2,800.00 for rental fee and Basic Event Package as detailed on the contract. Other fees may apply.

RECOMMENDATION:

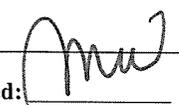
Approve the Event Agreement with Factory of Dreams Hall to use their facilities for the Vista Del Mar Middle School's 8th grade promotion event to be held on Thursday, May 28, 2020 at an estimated cost of \$2,800.00 from the Vista Del Mar Middle School's ASB funds.

LCAP GOAL AND ACTION/SERVICE:

Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT

2.2 Continue support of ASB at the middle schools.

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

\$2,800.00

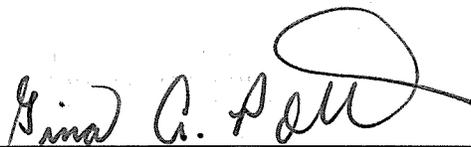
(Amount)

ASB Funds

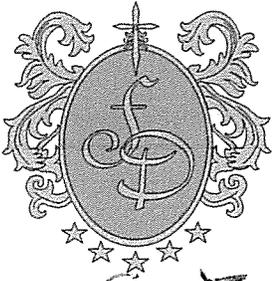
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Gina A. Potter, Ed.D., Superintendent
Secretary to the Board



Factory Of Dreams Hall

261 THIRD AVE., CHULA VISTA CA. 91910
 BUSINESS LICENSE # 072117
 619 931.1111
 619 818.5278

CONTRACT

DATE: Feb 11 2020 CITY: C.V.

EVENT: BIRTHDAY ANNIVERSARY BAPTISMS OTHER Grad
 WEDDING QUINSEANERA

DAY WEEK: Thursday MONTH: May NUMBER: 28 YEAR: 2020

DESCRIPTION: _____ TOTAL OF PEOPLE: _____

HORARIO: 5:00 8:00 TOTAL OF PEOPLE: 100 pp

TO: San Isidro school district
4350 Otay Mesa Road
San Ysidro, CA 92173

PHONE: (619) 428 4476 CEL: (619) 890 3038

SIGNATURE _____

DESCRIPTION	M	D	Y	SIGNATURE
-------------	---	---	---	-----------

Basic Event Package

- 6 Hour Hall rental.
- Red carpet Service.
- Round & Banquet Tables with Chiavari Chairs provided.
- All Linens, Napkins and Sashes are included (Color of preference).
- Dinner Services. (Sit down selected menus).
- Decoration of head Table, Gift & cake Tables.
- All Glasswear, China, Silverware & Charger Plates.
- Centerpieces with a Variety to choose from.
- Beverages. (One Option of Ice Tea, Punch or Lemonade and Ice Water).
- Display Cake For decoration.
- Designed Sheet Cake. (Choose your Favorite Flavor).
- Food Servers (Will attend Dinner, Non-Alchalic Beverages and Cake).
- Bartending Service.
- Security Guard Service.
- Dj Service.
- Led & Laser Light Show.
- Special Illumination of the Hall in Accordance to Theme of Event.
- Led Lighted Dance Floor.
- Vip Dressing Room.
- Vip Longe Area.
- Crystal Chandeliers.
- Event Coordinator.
- Scheduled dance rehearsal of Two hours.

TOTAL	2,800.00			
DEPOSIT	- 200.00	02	11	20
Balance	2,600.00			
DEPOSIT				
Balance				
DEPOSIT				
Balance				
DEPOSIT				
Balance				
DEPOSIT				
Balance				
DEPOSIT				
Balance				

CHECK =	BANK	\$

Cfp. Jorge Anchondo (619) 573 7176
 No habra bar alcoholic

Guillermina. Sanderas@sjsd
 schools.org

Name of main People of the Event : Guillermina Sanderas
 Email: _____

* A MINIMUM \$2,000.00 DEPOSIT IS REQUIRED TO BOOK AN EVENT. ALL CHECKS MADE TO FACTORY OF DREAMS. THE REMAINING BALANCE NEEDS TO BE PAID IN FULL 30 DAYS PRIOR TO EVENT DAY. THE INDIVIDUAL SIGNING AGREES TO THE TERMS STATED ON THIS CONTRACT. THE INDIVIDUAL SIGNING WILL BE HELD RESPONSIBLE FOR ANY AND ALL GUEST THAT RESULT IN DAMAGES DONE TO THE FACILITY, EQUIPMENT, AND ANY OTHER PROPERTY TO FACTORY OF DREAMS AND ITS AFFILIATES. FACTORY OF DREAMS PRACTICES A ZERO TOLERANCE POLICY FOR ILLEGAL DRUG USE AND UNDERAGE DRINKING VIOLATORS SUBJECT TO REMOVAL OF PROPERTY. DEPOSITS ARE NOT REFUNDABLE IF EVENT IS CANCELLED. NO EXCEPTIONS OF ANY KIND.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Maintenance, Operations, Transportation Facilities
Paulo Azevedo, Director

INITIAL: MP
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH ROYAL LINES CHARTER, LLC

BACKGROUND INFORMATION:

The District's Transportation Department would like to implement an interim "at will" agreement that represents the intention of the District to reserve and utilize the services from Royal Lines Charters, LLC to provide transportation services for fieldtrips or extracurricular activities that the District deems, at its sole discretion, will benefit its students and teachers. Having an agreement with Royal Lines Charters, LLC on an "as needed" basis would provide more options to the current understaffed Transportation Department.

The agreement is temporary and is to provide transportation for fieldtrips or extracurricular activities when district-employed bus drivers are unable to fill the need. Services will be provided until the District's competitive bid process for the 2020-21 school year is completed.

RECOMMENDATION:

Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Renewal New Amendment Ratify Other

Business Services Reviewed: MP

Financial Implications?

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

Requisition #

Yes No

Yes No

"As Quoted"
NTE \$35,000.00
(Amount)

Paid by various funding sources
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
ROYAL LINES CHARTERS, LLC

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by and between the San Ysidro School District (herein referred to as “District” and Royal Lines Charters, LLC (herein referred to as “VENDOR”) and its successors and assignees, herein referred to as the “PARTIES”.

The PARTIES desire to implement an interim “at will” agreement that represents the intention of the DISTRICT to reserve and utilize the services from VENDOR who will provide transportation services for fieldtrips or extracurricular activities that the DISTRICT deems, at its sole discretion, will benefit its students and teachers by using this type of vehicle (air conditioned, restroom equipped motor coaches and with large luggage bays).

Responsibilities of the DISTRICT:

- Provide contact information of staff that is authorized to make reservations on behalf of the District.
- Contact the company via email (preferable) or phone to reserve motor coaches as soon as a trip or the potential of a trip is known. This allows the company to process and forward a written confirmation to acknowledge vehicles are reserved.
- Provide adequate notice via email if a reserved motor coach trip needs to be cancelled. The company is respectfully asking for a three (3) business day notice for the district to avoid a cancellation charge.
- Insure there is adequate on-board adult supervision for all trips.
- Provide contact information for Group Leader(s) and telephone number(s) (*if available*)
- In the event food and beverages are brought on board, ensure supervisors take extra care. The company reserves the right to charge a cleaning fee, based on industry standards, if the vehicle interior is damaged or stained beyond ordinary wear and tear.
- Pay post trip invoices in a timely manner. The company invoices school districts on a Net 30-day basis on an “as quoted” rate.

Responsibilities of the VENDOR:

- Provide the district prompt and competitive quotes for trips upon request
- Provide timely, written confirmations to the district when a trip reservation is made
- Reconfirm all trip details prior to departure
- Provide contact information of the Driver assigned to trip.
- Meet all applicable regulations and laws relating to pupil transportation in CA as published by the California State Department of Education. These include CHP terminal inspections, SPAB Certified Buses and SPAB Certified Drivers.
- Maintain mandatory industry insurance and name the DISTRICT as an “additional insured” on the policy. Forward a copy to the district. The policy period shall be continuous throughout the term of the agreement.

The VENDOR will comply with all applicable local, state, and federal laws, regulations, policies, and directives affecting the provision of services.

TRAINING, CERTIFICATION, AND LICENSING

VENDOR shall maintain all current federal and state statutory licenses, certifications, and endorsements required.

PAYMENTS

Payments will be mailed to the following VENDOR'S contact address:

Royal Lines Charters, LLC
P.O. Box 1586
Bonita, CA 91908
(619) 421-1430 / Fax (619) 421-0149 / www.royallinescharters.com

INVOICING AND REPORTING

VENDOR shall provide post trip invoices for payment to designated San Ysidro School District representative based on the Fares and Services for San Ysidro School District rates sheet – Exhibit A

VENDOR shall provide a report of any vehicle accidents or incidents within 24 hours to San Ysidro School District.

INSURANCE

Time for Compliance. VENDOR shall not commence Services under this Agreement until approved by the DISTRICT'S Governing Board and VENDOR has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section. In addition, VENDOR shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the DISTRICT.

(2) Minimum Requirements and Limits. VENDOR 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 VENDOR, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Limits. VENDOR shall maintain limits no less than naming the San Ysidro School District as additional insured for the following: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be \$2,000,000. (2) *Automobile Liability*: \$5,000,000 per occurrence for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(b) Minimum Requirements and Limits. VENDOR 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 VENDOR, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

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

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 VENDOR 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 VENDOR'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 **VENDOR'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 VENDOR'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 – Worker's Compensation and Automobile Liability

VENDOR hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said VENDOR may acquire against the District by virtue of the payment of any loss under such insurance. VENDOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether 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 VENDOR 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 VENDOR must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of work.

Verification of Coverage

VENDOR 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 VENDOR’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.

VENDOR shall be in compliance with employee liability, workers’ compensation, employment insurance and Social Security laws.

INDEMNIFICATION

VENDOR is representing, warranting, covenanting, and agreeing that it has a duty to and had complied with all laws regulating carriers, and will indemnify, defend, and hold harmless San Ysidro School District from and against any and all claims and/or violations of this representation, warranty, covenant, and agreement.

TERM

All of the preceding terms and conditions of this proposal are understood and agreed to. This interim agreement is intended to remain in effect during school year 2019-2020 or until the DISTRICT awards a formal contract or contracts, to a qualified carrier or carriers after a competitive formal bid but not to exceed June 30, 2020. It may be terminated at any time with written notice, by either party, with or without cause.

ENTIRE MOU

This MOU constitutes the entire agreement between the PARTIES hereto concerning the subject matter hereof. This MOU may be modified by mutual consent of authorized officials from San Ysidro School District and Royal Lines Charters, LLC.

SAN YSIDRO SCHOOL DISTRICT

ROYAL LINES CHARTERS, LLC

Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

Name: _____
Owner, Royal Lines Charters, LLC

Date / Board Approved

Date



Royal Lines Charters
For all your transportation needs

EXHIBIT A

P.O BOX 1586 • BONITA, CA 91908
Office: (619) 421-1430
Fax: (619) 421-0149
www.royallinescharters.com

Fares for San Ysidro School District

SERVICE	VEHCILE SIZE			
	56PAX	46PAX	35PAX	28PAX
ADD HOUR	\$120.00	\$115.00	\$110.00	\$105.00
SAN DIEGO COUNTY 4 HOUR MIN	\$650.00	\$625.00	\$595.00	\$575.00
SAN DIEGO NORTH COUNTY 4 HR MIN	\$680.00	\$655.00	\$625.00	\$605.00
SAN DIEGO COUNTYTRANSFER	\$495.00	\$480.00	\$435.00	\$405.00
SAN DIEGO North CO. TRANSFER	\$525.00	\$510.00	\$485.00	\$435.00
CAMP TRANSFERS TO: RAMONA, PINE VALLEY, CAMPO	\$650.00	\$625.00	\$595.00	\$575.00
CAMP TRANSFER TO: JULIAN, CUYAMACA, PALOMAR MTN	N/A	\$655.00	\$625.00	\$605.00
SAN DIEGO COUNTY 12 HOUR DAY	\$1,275.00	\$1,250.00	\$1,150.00	\$1,150.00
ORANGE & RIVERSIDE COUNTY DAY FARE UP TO 12 HRS.	\$1,350.00	\$1,325.00	\$1,250.00	\$1,225.00
ORANGE & RIVERSIDE CO. ONE WAY TRANSFER	\$1,000.00	\$975.00	\$950.00	\$925.00
LOS ANGELES / PALM SPRINGS / SAN BERNARDINO COUNTIES DAY FARE UP TO 12 HRS.	\$1,400.00	\$1,375.00	\$1,300.00	\$1,275.00
LOS ANGELES / PALM SPRINGS / SAN BERNARDINO COUNTIES ONE WAY TRANSFER	\$1,050.00	\$1,025.00	\$1,000.00	\$975.00
MAGIC MOUNTAIN DAY FARE UP TO 15 HRS.	\$1,760.00	\$1,720.00	\$1,630.00	\$1,590.00

Above fares are affective through June 30th, 2020

Agreements:

1. District Purchase order must be received within 7 days of receipt of reservation or reservation is subject to cancellation.
2. No vehicles will be dispatched without prepayment or district purchase order.
3. Trips that are 15 or more hours will require an eight-hour rest break for the driver. \$150.00 fee will be added to the reservation to cover the cost for driver accommodations.
4. When reserving your services please provide the group leader's first and last name and cell phone number. The total amount of passengers, locations and pickup time at school and destination.
5. If rest stops are required please notify Royal Lines Charters at time of booking.

Royal Lines Charters Cancellation Policy

Cancellations made less than 7 days prior to start of trip must be called into the Royal Lines Charters office. Cancellations made 7 or more days prior to start of trip may be emailed to Royal Lines Charters. It is the client's responsibility to assure that the email was recieved by Royal Lines Charters.

Cancellations made 7 or more days prior to the start of service will not be charged a cancellation fee.

Cancellations made 4 to 6 days prior to the start of service will be assessed a 25% cancellation fee, based on the total fare of the reservation.

Cancellations made 2 to 3 days prior to the start of service will be assessed a 50% cancellation fee, based on the total fare of the reservation.

Cancellations made 48 hours or less prior to start of service will be assessed a 100% cancellation fee, based on the total fare of the reservation.

For Reservations please email: Sales@RoyalLinesCharters.com or call 619-421-1430

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM: Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AMENDMENT TO TRANSFINDER AGREEMENT

BACKGROUND INFORMATION:

The District's Transportation Department would like to implement the Stopfinder Estimated Time of Arrival, an easy to use two-way communication parent application that enables registered users to see their children's bus schedules, bus location and estimated time of arrival directly on their phone.

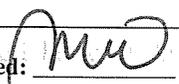
RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

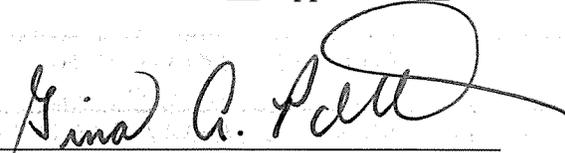
Yes No

\$2,500.00
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Gina A. Potter, Ed.D., Superintendent
Secretary to the Board



ADDENDUM NO. 2

Proposal

DATE: February 12, 2020

440 State Street
Schenectady, NY 12305

To: Paulo Azevedo

**San Ysidro Elementary SD
4350 Otay Mesa Rd
San Ysidro, CA 92173**

Prepared By: CJ Sohl

**Title: Account Executive
Phone: 1-723-8208**

**Email: CSohl@Transfinder.com
Fax: 518-723-8298**

This Quotation is valid for 30 days from Issue Date

Transfinder Products and Services	Qty.	Initial Cost	Annual Fees
<p>Stopfinder Communication</p> <p>Stopfinder is the easy-to-use parent app that enables registered users to see their children’s bus schedules. The transportation department and registered users (subscribers) can stay connected by sending and receiving messages through the secure Stopfinder app.</p> <p>Benefits include:</p> <ul style="list-style-type: none"> • Send electronic invitations to parents and guardians for easy onboarding process • Reliable and secure stop information • Two-way communication with registered parents and guardians (subscribers) • Send messages to subscribers based on grade, school, route, selected map region or any criteria • Receive messages including attachments (photos and documents), from subscribers • Listen and respond to your community to eliminate misinformation <p><i>*Stopfinder Estimated Time of Arrival (ETA) will include Stopfinder Communication. Stopfinder ETA customers will incur additional subscription fees and require a Transfinder approved GPS hardware provider.</i></p> <p>Your purchase of Stopfinder includes:</p> <ul style="list-style-type: none"> • Up to two (2) hours of online training which must be used within four (4) weeks of system installation. <p>Technical requirements are available at: www.transfinder.com/solutions/system_requirements.</p>		<p>\$1,000</p>	<p>\$1,000</p>
Continues on page 2			

<p>Stopfinder Estimated Time of Arrival (ETA)</p> <p>Stopfinder is the easy-to-use parent app that enables registered users to see their children’s bus schedules. The transportation department and registered users (subscribers) can stay connected by sending and receiving messages through the secure Stopfinder app.</p> <p>Benefits include:</p> <ul style="list-style-type: none"> • Send electronic invitations to parents and guardians for easy onboarding process • Reliable and secure stop information • Two-way communication with registered parents and guardians (subscribers) • Send messages to subscribers based on grade, school, route, selected map region or any criteria • Receive messages including attachments (photos and documents), from subscribers • Listen and respond to your community to eliminate misinformation • Provides Bus tracking service to provide vehicle location and Estimated Time of Arrival <p><i>*Stopfinder Estimated Time of Arrival (ETA) includes Stopfinder Communication. Stopfinder ETA customers will require a Transfinder approved GPS hardware provider.</i></p> <p>Your purchase of Stopfinder includes:</p> <ul style="list-style-type: none"> • Up to two (2) hours of online training which must be used within four (4) weeks of system installation. <p>Technical requirements are available at: www.transfinder.com/solutions/system_requirements.</p>	1	\$2,500	\$2,500
Transfinder Software Retail Pricing		\$3,500	\$3,500
Existing Stopfinder Communication Customer		-\$1,000	-\$1,000
Initial Cost		\$2,500	
Increase to existing Annual Technical Support and Upgrade Fees		<i>Included</i>	\$2,500

This proposal has been prepared at your request. This proposal is for completing the job(s) as described or delivering the described product(s). All invoices are due and payable upon receipt. The total system cost for any of the options, is due and payable upon installation. Any Federal and/or State Sales or local taxes are the responsibility of the Licensee.

Approved By:

Marilyn Adrianzen, CBO

Name & Title	Signature	Date
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Note: Addendum No. 2 to the Transfinder Contract, Software License & Hosting Agreement that was SYSD signed on 05-10-19. All terms and conditions remain unchanged.

Addendum No. 2 - Board approved on 03-12-20.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL: mu
 Informational
 Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE NINYO & MOORE AGREEMENT FOR THE OCEAN VIEW HILLS SCHOOL ENTRY GATE PROJECT

BACKGROUND INFORMATION:

On April 12, 2018, the Governing Board approved the agreement with Ninyo and Moore to perform geotechnical and environmental surveys for the portable building projects at Ocean View Hills and Vista Del Mar Schools.

Amendment No. 1:

- Services during the construction of entry gate at Ocean View Hills School include: Special inspection during field welding and preparation of DSA closeout documentation. (\$2,500.00)
- Concrete sampling and testing (\$1,000.00)
- All other terms and conditions remain the same.

DSA closeout is still pending (Application 04-117260).

RECOMMENDATION:

Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>mu</u>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
AMENDMENT NO. 2 \$15,000.00 (Amount)	Routine Restricted Maintenance (Name of funding source and/or location)				

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



 Gina A. Potter, Ed.D., Superintendent
 Secretary to the Board



Geotechnical & Environmental Sciences Consultants

AMENDMENT NO. 1

November 13, 2019
Project No. 108288010

Mr. Paulo Azevedo
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Proposal for Additional Special Inspection and Materials Testing Services
Ocean View Hills Elementary School
New Modular Classroom Building – Entry Gate
4919 Del Sol Boulevard
San Ysidro, California
DSA Application #04-117260

Dear Mr. Azevedo:

In response to your request, we are pleased to submit this proposal to provide additional special inspection and materials testing services for the installation of a new entry gate at Ocean View Hills Elementary School. We understand that the new entry gate is being constructed under Construction Change Document (CCD) # 3 of the New Modular Classroom Building project (DSA Application 04-117260). Ninyo & Moore was retained April 2018 by the District to provide special inspection and materials testing services during the modular classroom construction. The services outlined herein will be in addition to the services performed under contract entered into on April 1, 2018.

ADDITIONAL SCOPE OF SERVICES

Our services during construction of the entry gate are anticipated to include:

- Special inspection during field welding, including preparation of DSA closeout documentation.
- Sampling and testing of concrete materials, if requested by the District. The plans indicate that the concrete strength is to be 2,000 pounds per square inch (psi), which typically does not require sampling or testing.

FEE ESTIMATE

The consulting services described above will be provided on a time-and-expense basis accrued in accordance with the schedule of fees currently used for our work with the District. The fees for each task item are presented in the table below.

Scope of Services	Estimated Fee
Field Welding Inspection and DSA Closeout Documentation	\$2,500
Concrete Sampling and Testing	\$1,000
Total	\$3,500

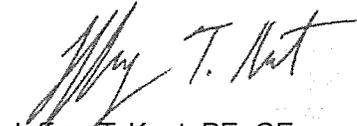
The above fees are based on the scope of services presented above and our understanding of the project. Additional services, beyond those described herein, if requested and approved in writing, will be performed on a time-and-materials basis or on a lump sum basis, as appropriate.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward us your contract documents for execution.

Respectfully submitted,
NINYO & MOORE



Gabriel Smith, PE, GE
Project Engineer



Jeffrey T. Kent, PE, GE
Principal Engineer

GS/JTK/gg

Distribution: (1) Addressee (via e-mail)

SYSD APPROVED BY:

Marilyn Adrianzen, CBO

Board approved:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE NINYO & MOORE AGREEMENT FOR
LA MIRADA AND SMYTHE SCHOOLS MODERNIZATION PROJECTS

BACKGROUND INFORMATION:

On May 30, 2017, the Governing Board approved the agreement with Ninyo and Moore to perform geotechnical and environmental surveys for the La Mirada and Smythe Modernization Projects.

Amendment No. 2:

- Continued services associated with the entry gates at the Smythe and La Mirada Schools. Geotechnical Observation, special inspection, materials testing services and summer modernization projects. and preparation of DSA final verified reports. (\$15,000.00)
- All other terms and conditions remain the same.

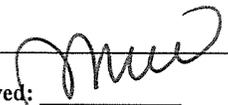
DSA closeout is still pending.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

AMENDMENT NO. 2
\$15,000.00
(Amount)

Routine Restricted Maintenance
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

December 13, 2019
Project No. 108288004-005

Mr. Paulo Azevedo
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Budget Amendment Request for Geotechnical Observation, Special Inspection, and Materials Testing Services
Summer Modernization Projects
Smythe and La Mirada Elementary Schools
San Ysidro, California

Dear Mr. Azevedo:

At the request of the District, Ninyo & Moore has been providing continued geotechnical observation, special inspection, and materials testing services for the modernization projects at the two subject schools. Ninyo & Moore began services under the Professional Services Agreement (PSA) between Ninyo & Moore and San Ysidro School District which was entered into on May 30, 2017. As of June 2018, the project team has been working through several outstanding items in order to receive DSA closeout and beginning June 2019, the project team began working on resolution of the entry gates at both schools. Ninyo & Moore was requested to continue providing geotechnical, special inspection, and materials testing services during the gate resolution work.

Due to the continued services associated with the entry gates, the budget under the PSA between Ninyo & Moore and the District will be exceeded. We are therefore requesting a budget amendment for these continued services associated with the entry gates. In preparation of this budget amendment request, we have reviewed our services provided to date, our accounting records, and have discussed with your Project Inspector and yourself.

The requested services have included the following:

- Geotechnical/geologic evaluation of foundation excavations.
- Special inspection during shop and field welding.
- Tagging and sampling of reinforcing steel for the gate foundations.
- Sampling and testing of concrete materials used for the gate foundations.

As of the date of this proposal, final DSA closeout is still pending review and approval of the as-built conditions of the gates. Accordingly, we anticipate Ninyo & Moore's services will continue to be requested through closeout. We anticipate the following services will be forthcoming:

- Participating in project conference calls and meetings.
- Performing review of as-built plans for the gates, field documentation, and DSA-approved documents to evaluate conformance of the gates.
- Preparation of DSA Final Verified Reports (i.e., DSA forms 291 and 293).

CONTRACT SUMMARY

Based on the services we have provided to date and our remaining service, we anticipate we will exceed the PSA budget by approximately \$15,000 (Fifteen Thousand Dollars). This budget amendment request will amend the contract amount to \$225,000 (Two Hundred Twenty-Five Thousand Dollars). We are continuing to provide services on the project in good faith that our services will be reimbursed. The contract history for this project is as follows:

Professional Services Agreement (amended)	\$	210,000
This Budget Amendment Request	\$	15,000
New Requested PSA Amount	\$	225,000

The estimate provided for this budget amendment request is based upon a review of the original contract, our services provided to date, and our understanding of the remaining work. If you are in agreement with this request, please forward an amendment to our PSA.

We appreciate this opportunity to be of service and our continued working relationship with the San Ysidro School District.

Respectfully submitted,
NINYO & MOORE



Gabriel Smith, PE, GE
 Project Engineer

GS/KHM/gg

Distribution: (1) Addressee (via e-mail)



Kenneth H. Mansir, Jr., PE, GE
 Principal Engineer

SYSD APPROVAL BY:

 Marilyn Adrianzen, CBO

Board approved:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH SCHOOL INNOVATIONS & ADVOCACY, INC. FOR SCHOOL ACCOUNTABILITY REPORT CARD SERVICES

BACKGROUND INFORMATION:

Pursuant to California Education Code Section 35160, districts are authorized to retain services for the preparation of School Accountability Report Cards (SARC). In order to be compliant with Education Code Section 35160, the District will retain the services of School Innovations & Advocacy, Inc. to assist with the preparation of the 2020-2021 School Accountability Report Cards (SARC).

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Parent Engagement, Action 3.4: Improve home-school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

Yes No

Yes No

\$8,300.00

General Fund

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Gina A. Potter, Ed.D., Superintendent
Secretary to the Board



SCHOOL ACCOUNTABILITY REPORT CARD SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And the
SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

THIS AGREEMENT, dated July 1st , 2020 (the “Agreement”) is made by and between San Ysidro Elementary School District (“District”), and School Innovations & Achievement, a California corporation (“SI&A”), each being a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, District is authorized to retain services for the preparation of school accountability report cards (“SARC”) pursuant to the California Education Code Section 35160; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing the above described service and SI&A is qualified to perform such service;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Term.** This Agreement begins July 1, 2020 (the “Effective Date”) and will automatically expire on June 30, 2021 (the “Expiration Date”).

2. **Services.**

Description of Services. SI&A agrees to provide District the following consulting services (“Services”) during the Agreement Term:

2.1 Compile the 2019/20 SARC (in English) for each school site as indicated in Exhibit C – Price Quote for Services (“School Sites”). This compilation of SARC includes, but is not limited to, the following: (a) an assessment of the school’s conditions pursuant to Proposition 98, (b) California Education Code Sections 17002, 17014, 17032.5, 17070.75, 17089, 32286, 52056, 60119, 33126, 35256, 35256.1, 35258, 41409 and 41409.3, (c) California Department of Education changes to the SARC per *Eliezer Williams, et al., vs. State of California, et al.*, and (d) Title I, Section 1111(b)(2)(H). Upon District’s request, SI&A may translate the SARC into a different language for an additional fee, as indicated in Exhibit C – Price Quote for Services;

2.2 In each SARC, disclose the salary and budget information for districts that operate more than one (1) School Site, pursuant to the California Education Code Section 41409.3;

2.3 Provide District with one (1) hard copy of the SARC for each School Site and an Adobe Acrobat Reader PDF file. Additional copies are outside the Initial Scope of Services (as defined in

Exhibit A – Standard Terms and Conditions, Section 1), however, upon District’s request, more copies will be provided for an additional fee, which shall be billed separately;

- 2.4 Serve as District’s liaison with the California Department of Education and other government entities regarding (a) information requests, (b) clarifications, or (c) compliance reviews that may occur;
- 2.5 Maintain appropriate record keeping practices per State regulations;
- 2.6 Prior to finalizing the SARC, SI&A shall verify the propriety and accuracy of the information contained therein with District. District shall be entitled to a maximum of three (3) reviews and three (3) revisions of the draft version of the SARC prior to publishing within the Initial Scope of Services and Fees (as defined in Exhibit A – Standard Terms and Conditions). Revisions within the Initial Scope of Services include, but are not limited to, changes to State or district data. If District’s proposed changes exceed either the Initial Scope of Services or the three (3) revisions maximum, the Parties shall execute an amendment to the Agreement and additional fees shall apply. In such event, SI&A shall provide District with an Agreement amendment describing the additional amounts of time and fees of the proposed revisions for District’s review, approval and signature. SI&A will not perform additional services until such amendment is executed. Requests for additional revisions submitted after the Production Schedule (as defined in Exhibit B – SARC Format Checklist) may cause a delay of the final SARC delivery and result in additional fees under this Agreement; and
- 2.7 Complete delivery of the final SARC per the agreed upon Production Schedule (as defined in Exhibit B – SARC Format Checklist).

3. **Payment of Fees.**

- 3.1 **Fees.** For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A **\$8,300** as indicated in Exhibit C – Price Quote for Services.
- 3.2 **Payment Plan.** The Fee is payable as follows:

	Due 07/01/20
Standard Fee	\$8,300

- 4. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services attached hereto as Exhibit C, is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
- 5. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
- 6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format

(pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

**SAN YSIDRO ELEMENTARY SCHOOL
DISTRICT**

Signature: *Jeffrey C. Williams*
Date Signed: 2/3/2020
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

Signature: _____
Date Signed: _____
Print Name: Marilyn Adrianzen
Title: Chief Business Official
Address: 4350 Otay Mesa Road
San Ysidro, CA 92173
Phone: (619) 428-4476
Fax: (619) 428-9355
Email: marilyn.adrianzen@sysdschools.org

Board approved: _____

[Faint, illegible text and signatures]

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Term, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment.** For purposes of the Agreement, the price of products and services set forth on the Products and Services Addendum and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.
3. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the current agreement year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Term, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Term, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this Section 10, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this Section 10 shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B



Please complete the following to enable SI&A to best manage District's expectations and SARC layout preferences.

1. Page Layout:

- Single-Sided
- Double-Sided

2. Colors:

- Anthem (red, white, and blue)
- Nantucket (shades of blue)
- Coastal (blues and greens)
- Greenhouse (greens and yellow)
- Tide Pool (shades of teal)
- Other - please list 2-3 colors here: _____

3. Photos:

- Stock SI&A Photos
- District Supplied Photos*

** SI&A may work with several of the District's school photos, supplied in digital format (such as a .jpeg or .gif file). The photos will run in color. If the pictures are of students, there must be a parental consent on file to use the photos in the SARC.*

4. District's SARC Contact:

- Name: _____
- Telephone: _____
- E-mail: _____
- Physical Address: _____
(address where your SARC package will be mailed)

5. Production Schedule and Deadlines:

- a. Following SI&A's receipt of the signed Agreement, SI&A's SARC Department shall contact District to discuss and finalize the Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the SARC.
- b. Critical phases of the Production Schedule include the following:
 - i. Questionnaires to be completed by District and submitted to SI&A;
 - ii. SI&A's initial SARC draft sent for District's review;
 - iii. District's requested revisions of SARC provided to SI&A; and
 - iv. SARC is published and shipped.

6. Translation Services: If District has contracted for any translation services, these services require additional time to complete after all English SARCs are completed.

*If you have any questions, please call Sybil Pearson at (800) 487-9234.
The SARC Production Team looks forward to working with you!*

EXHIBIT C

PRICE QUOTE FOR SERVICES

FEES

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	7	635	\$4,445
Spanish Translation	7	555	3,885
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			\$8,300*
*Annual fee rounded to nearest \$100			

SCHOOL SITES

La Mirada Elementary
Ocean View Hills
San Ysidro Middle
Smythe Elementary
Sunset Elementary
Vista Del Mar
Willow Elementary

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Child Nutrition Services
Evelyn Zarzosa, Director

INITIAL: mw
 Informational
 Action

AGENDA ITEM: INTER CHILD NUTRITION PROGRAM VENDING AGREEMENT

BACKGROUND INFORMATION:

The District's Child Nutrition Services Department operates the National School Lunch Program, the School Breakfast Program and the Child and Adult Care Food Program At-Risk Supper Program (CACFP) agree to implement an Inter Child Nutrition Program to provide supper to children enrolled in the program at no direct cost to the children and the District. This program will comply with CACFP requirements established by the U.S. Department of Agriculture (USDA).

The District will Pilot this program at La Mirada and San Ysidro Middle Schools. Additional sites may be added as the supper program progresses.

RECOMMENDATION:

Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: mw

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

School Nutrition Funds
Vending Agreements
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

San Ysidro School District

Inter Child Nutrition Program Vending Agreement

This AGREEMENT, made on this 2nd day of March, 2020 within the **San Ysidro School District**, hereinafter referred to as program operator, between the program operator's food services **National School Lunch Program and School Breakfast Program** hereinafter referred to as SNP and the program operator's **Child and Adult Care Food Program At-Risk Supper Program**], hereinafter referred to as CACFP, for the purpose of providing supper to programs within the program operator eligible to claim under CACFP.

SERVICES: The program operator's SNP agrees to operate in accordance with current CACFP regulations and provide supper under this AGREEMENT to the program operator's CACFP which comply with CACFP requirements established by the U.S. Department of Agriculture (USDA). The number of suppers provided will be equal to the number of suppers requested by the programs including necessary trays, dishes, utensils, straws, napkins, and certified food safety-server.

FEES: The program operator's SNP will charge the program operator's CACFP at rates that ensure that neither the SNP nor CACFP are subsidizing the other program through this AGREEMENT. Rates will be calculated on a bi-annual (twice a year) basis and will include food costs; labor costs associated with production, serving, and administration; transportation costs; and other overhead costs. The SNP will provide all of the equipment necessary to prepare the meals.

The rates for this AGREEMENT will be effective for School Year 2019–2020(July 1 to June 30). All rates will be as follows:

- Supper: \$3.48

MEAL COUNT: The program operator's food services staff will perform meal counts for reimbursement claims counted at the point of service by the program receiving reimbursable meals. The program operator will assume responsibility for any over-claims identified during a review or audit.

INVOICING: The program operator's SNP will submit to the program operator's CACFP itemized monthly invoices for the meals provided by the program operator's SNP.

PAYMENT: Upon receipt of the invoice, the program operator will transfer the amount indicated on the invoice from the program operator's CACFP account to the program operator's SNP account. The transfer must be adequately documented and in accordance with all federal, state, and local regulations and laws.

THE PROGRAM OPERATOR'S SNP RESPONSIBILITIES: The program operator's SNP must ensure that all meals comply with CACFP meal requirements established by the USDA. Meals will be either prepared at **La Mirada / San Ysidro Middle School** or at

the other SNP operated school kitchens. The **La Mirada / San Ysidro Middle School** and the program operated school kitchens will maintain the appropriate state and local health certifications for the facilities. **Additional San Ysidro School District sites will be added to agreement as supper program progresses.**

THE PROGRAM OPERATOR'S CACFP RESPONSIBILITIES: The program operator's CACFP site staff will work and communicate with the program operator's SNP Central Office on the number of meals to be sent to the CACFP programs/classrooms to ensure enough meals are ordered and waste is minimized. CACFP will be responsible for all ordered meals, regardless of whether or not the meal is served. The program operator's CACFP must notify SNP of any special diet substitutions in compliance with USDA requirements.

The program operator acknowledges that any programmatic cost not included in per meal cost listed under the fees section must be directly charged to the CACFP account and accounted for using the appropriate documentation. Failure to abide by this requirement may result in the cost being disallowed and the state agency billing or seeking reimbursement from the program operator's general fund.

FOOD SERVICE RESPONSIBILITIES: The program operator's food service will claim reimbursement from the state agency for all meals served to children enrolled in the SNP and CACFP.

The program operator's food services will perform the following:

- Meal benefit application process (including review, approval and verification)
- Daily and monthly edit checks
- Staff training and site monitoring
- Yearly CACFP sponsor training

The program operator food services will comply with all USDA civil rights requirements.

Transport records from **NOT APPLICABLE** or other school kitchen sites will include the following information:

- Name of the program serving the meal
- Number of meals provided
- Temperature of the food

The term of this AGREEMENT will only for one school year and be from the date of signature below through June 30, 2020. This AGREEMENT may be revised as necessary. This AGREEMENT will not exceed one school year and can be renewed annually.

Marilyn Adrianzen, Chief Business Officer

Date

Board approved/ratified:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Special Education Department
Oscar Madera, Director

INITIALS: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH STAFF REHAB FOR 2019-2020 SCHOOL YEAR

BACKGROUND INFORMATION:

Special Day Class Teachers provide consultation, coordination planning, evaluation, remediation and direct instructional services to students with special needs as directed by the Individualized Education Plan (IEP).

Currently, the District has a vacancy for a Special Day Class Teacher at Willow School. Due to the lack of qualified applicants and to meet the need of our students, the District is entering into an agreement with Staff Rehab, a Special Education Local Plan Area (SELPA) approved nonpublic agency, to provide a temporary Special Day Class Teacher for at least two months or until the position is filled for 2019-2020 school year.

Cost Implication: \$65.00 per hour x 7 hours/day = \$455.00/day

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$455.00/day

(Amount)

Special Education / General

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

Staff Rehab

Company/Consultant

(888) 835-0894

Telephone Number

5000 Birch Street Suite 3000 West Tower, New Port Beach, CA 92660

Address

<https://staffrehab.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: March 13, 2020

To: June 30, 2020

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 a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign 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. The Project Manager and any other personnel supplied by Consultant to perform these services are employees of Consultant.

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 directions 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, in **14E.11**
Page 5 of 13

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or resulting from 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Staff Rehab
Name:	Sarah Palmer
Title:	Founder & CEO
Address:	5000 Birch Street Suite 3000 West Tower
City/State/Zip Code:	Newport Beach, CA 92660
Telephone:	(888) 835-0894
Email:	spalmer@staffrehab.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Staff Rehab

Firm Name

Signature of Authorized Agent

Sarah Palmer, Founder & CEO

Print Name, Title

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE 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 _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Under the direction of the site Principal and in cooperation with the Special Education department, the SDC Teacher is responsible for providing consultation, coordination planning, evaluation, remediation and direct instructional services for students with special needs as directed by the Individualized Education Plan (IEP).

Please see attached Special Day Class Teacher Job Description.

Rate: \$65/hr x 7 hours/day

Number of work days for contractor is based on student calendar.

The assignment is needed for two months and can be extended as needed.

SAN YSIDRO SCHOOL DISTRICT

TITLE: Special Day Class Teacher
DEPARTMENT: Special Education
FLSA: Exempt
Revised: September 2017

REPORTS TO: Site Administrator
CLASSIFICATION: Certificated
SALARY: Educator's Salary Schedule
Board Approved: October 12, 2017

BASIC FUNCTION: Under the direction of the site Principal and in cooperation with the Special Education department, the SDC Teacher is responsible for providing consultation, coordination planning, evaluation, remediation and direct instructional services for students with special needs as directed by the Individualized Education Plan (IEP).

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.)

- Upon identification of a child with disabilities, conducts diagnostic evaluation of child's learning disabilities and academic performance.
- Teaches students who have the majority of their instruction provided by a special education teacher keeping with their abilities and alignment with district adopted core curriculum and state standards.
- Prepares individualized education plan (IEP) and determines goals for student with emphasis on students' academic, socio-emotional, and/or behavior needs.
- May serve as a member of the Student Study Team and IEP team as deemed appropriate
- Serves as the primary case manager for Special Education services for students in a classroom and ensures that the IEP is implemented as written and as agreed to by the IEP team.
- Provides integrated learning opportunities in appropriate subjects as deemed appropriate by the IEP team.
- Provides guidance to and utilizes instructional aides to assist with instruction in a variety of environments, including both individual and groups, in an effective manner.
- Confers frequently with parents and service providers and staff members on the planning, implementation, and evaluation of each student's progress.
- Confers with designated service providers and/or outside agencies regarding eligibility for specific needs within the educational service model.
- Maintains ongoing communication with parents/guardians and outside professional consultants and agencies as appropriate to the needs of the student.
- Maintains professional growth in the knowledge, laws, regulations, and practices of the education of students with special needs that will enable him/her to work more effectively with children.
- Maintains ongoing communication with the site principal and other appropriate district personnel to facilitate the concept of mainstreaming and integration of students on a regular basis.
- Completes all required individual testing, data, reports, etc., that may be required for the assigned child.
- Uses data collection to measure student achievement, guide instructional decisions and modify goals as necessary.
- Maintains necessary progress records and submits reports as required in alignment to IEP goals.

14E.11

- Attends site and district level meetings, as well as out of district meetings and/or conferences when possible.
- Perform other duties as assigned.

KNOWLEDGE

- Demonstrate knowledge of oral and written communication skills, a thorough understanding of Common Core Standards, and various instructional and management strategies.
- Demonstrate knowledge of programs for students with disabilities.
- Demonstrate proficiency in the use of technology (i.e. software, etc.) and technological devices and how the utilization of such technology improves the delivery of curriculum and increases student performance.

ABILITIES

- Ability to meet deadlines and schedules.
- Ability to establish and maintain cooperative and effective working relationships with others.
- Ability to maintain a variety of reports and files related to assigned activities.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- Education Specialist Credential
- Autism Authorization
- BS/BA degree

DESIRED QUALIFICATIONS:

- Bilingual and Biliterate (English / Spanish)

WORKING CONDITIONS

Indoor and outdoor school settings which can include office and outdoor interactions.

PHYSICAL REQUIREMENTS:

Sufficient stamina and agility to stand, walk, run, sit, squat, bend, crawl, climb, twist, push, pull, and reaching overhead, above the shoulders and horizontally, to retrieve and store files and supplies on a daily basis to perform various activities in the classroom and playground area. Sufficient strength to lift, move, and/or carry various items in the classroom and outdoors up to 25 lbs. Hearing and speaking to exchange information, instructional concepts to children and discuss them with adults, seeing to perform assigned duties; sitting or standing for extended periods of time; hearing in a noisy environment and locate the source of a sound; dexterity of hands and fingers to operate a computer keyboard and other office equipment.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Ocean View Hills School
Consuelo Carranza, Principal

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH 3SCREEN.COM

BACKGROUND INFORMATION:

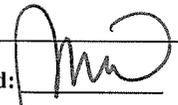
Ocean View Hills School students will participate in an educational assembly conducted by 3Screens.com on April 7, 2020. The topic "Yes We Can!", draws inspiration from students with a Yes We Can attitude. Students will learn that there will be lots of things we can fix. Even when efforts don't seem successful, they are not wasted. Music, action and other media will be used in a way that engages students and helps them focus on life-changing issues and overcoming obstacles.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

\$725.00

(Amount)

Title I

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

ML040720a725 8:30/9:25/10:20 YWC
Consuelo Carranza consuelo.carranza@sysdschools.org
Ocean View Hills ES
4919 Del Sol Blvd.
San Diego, CA 92154
(619)661-0457 FAX: (619)710-0280

ASSEMBLY PROGRAM CONTRACT

This written contract is to confirm and document the agreement entered into between 3screens.com and Ocean View Hills ES.

SPECIFICATIONS OF THE AGREEMENT

3screens.com is obligated to present the following production(s): **Yes We Can! or equivalent three-screen programs as agreed to by both parties**

To be presented on the following date(s) and time(s): **4/7/20 at 8:30am, 9:25am and 10:20am.**

The school or sponsoring group named above is obligated to the following:

I. Preparation and set-up:

- A. Verify in advance that there is adequate space for the presentation.
- B. Provide unhindered access to the showing location ninety minutes prior to the starting time, and for thirty minutes following the completion of the presentation(s).
- C. Identify and provide access to at least three separate 15 or 20 amp circuits.
- D. Cover any windows or skylights necessary in order to darken the showing location.

This should be completed before the arrival of 3screens.com technician(s).

E. Provide a set-up crew of two to four persons (usually student volunteers) to assist in unloading, setting-up and tearing down equipment. This crew must be available one hour prior to the starting time, and for thirty minutes following the presentation(s).

II. Payment:

Payment in the amount of **\$725.00** will be made to 3screens.com for services rendered. **Advance payment or a minimum deposit of 50% of the total amount is not required with this contract, but would be appreciated.** Any unpaid balance is due at the completion of the presentation(s).

If applicable, insert **purchase order number** here: _____

III. Provisions:

A. 3screens.com reserves the right to name and credit corporate and foundation sponsors in the production in order to defray production and distribution costs. Credit may include recognition on screen and/or by verbal announcement.

B. This agreement may not be modified except by a written agreement signed by both parties.

C. Both parties agree that 3screens.com will not be liable for delays or failures due to the elements, acts of civil authorities, strikes, fires, epidemics or any other causes beyond its reasonable control, and that reasonable effort will be made to adjust the timing or reschedule the event.

This contract is based on the verbal agreement made on **3/6/20**, and is simply a written confirmation of that agreement. If 3screens.com does not hear from a representative of the school or sponsoring group within ten business days it will be assumed that all terms are acceptable in their totality. The school or sponsoring group will be responsible for payment in full even if the show is canceled by them. If no signed contract is returned within ten business days of the agreement date, 3screens.com then reserves the right to cancel without notice.

Signed  Date 3/6/20
(3SCREENS.COM REPRESENTATIVE)

Signed _____ Date _____
SCHOOL OR SPONSORING GROUP REPRESENTATIVE)

Marilyn Adrianzen, Chief Business Official

Board Approved: _____ **14E.12**

Please sign and return one copy and any other pertinent information within ten business days. **Page 2 of 5**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

_____(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 _____

**SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT**

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities") for the following Event/Purpose: I, _____
the undersigned, agree to the following: (Print – Peron/Participant's Name)

Name of Organization/Company/Agency/Vendor: _____

Event Description/Purpose: _____

Date of Event: _____ Time: From _____ To: _____

Location of Event: _____

I, _____ (Print - Name of participant) the undersigned, agree to the following:

_____ 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity or event, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____ 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is

injured while present at or participating in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____ 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: *(All sections must be completed.)*

Participant:

Signature

Date

Print Name

Phone

Note: Please include Business Card if available.

Participant's Address:

Telephone: () _____

**IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.**

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

Signature

Date

Parent/Guardian Name

Phone

**Please return completed forms to the Business Services Office at least one week before the event
~ Thank you**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Information Management Systems
Todd Lewis, Director

INITIAL: ML
 Informational
 Action

AGENDA ITEM: RFP NO. 03 FOR 2019-20 E-RATE CATEGORY 2 EQUIPMENT AND AGREEMENT WITH CDW GOVERNMENT LLC

BACKGROUND INFORMATION:

The District published a Request for Proposals (RFP) for prospective bidders for the school district to acquire E-rate Category 2 Equipment (network switches). This RFP was advertised in the San Diego Daily Transcript Newspaper on January 24, 2020 and January 31, 2020, Schools and Library Website and on the District's website.

Public Contract Code section 20118.1 which provides as follows: "The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate."

Six qualified vendors responded to RFP No. 03 2019-20 E-Rate Category 2 Equipment. After review, it was determined that CDW Government LLC met all the required criteria and was one of the three lowest bidders. Attached for your reference is the bid tabulation list of participants. E-Rate discount is estimated at 85% of eligible equipment purchased based upon the District Free and Reduce Student Lunch Program.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: ML

Financial Implications?

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

Requisition #

Yes No

Yes No

\$169,230.25

E-rate Funds

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
TECHNOLOGY DEPARTMENT
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476

RFQ: E-rate Category 2 Equipment
RFQ NO: 03 (2019/2020)
Posting Date: January 24, 2020

PLEASE RESPOND ON THE FOLLOWING FORM(S), BY ENTERING YOUR PRICES FOR THE ITEMS LISTED. WHERE APPLICABLE, INDICATE ALTERNATE BRAND, MODEL, ETC. DISTRICT RESERVES THE RIGHT TO AWARD BY LOT OR ITEM. PLEASE DIRECT QUESTIONS TO THE DISTRICT REPRESENTATIVE CONTACT LISTED BELOW. DELIVERY ADDRESS IS 4350 OTAY MESA RD. SAN YSIDRO, CA 92173. PAYMENT TERMS NET 30 DAYS.

RESPONSE REQUIRED BY 5:00 PM PST ON DUE DATE TO THE EMAIL ADDRESS LISTED BELOW.
EMAILS MUST INCLUDE THE RFQ NUMBER IN THEIR SUBJECT LINE. SEE ADDITIONAL SUBMISSION REQUIREMENTS ON PAGE 6.

DUE DATE: February 21, 2020 5:00 PM PST CONTACT: Todd Lewis
RFQ NO: 03 (2019/2020) PHONE: (619) 428-4476 x 3062
EMAIL: todd.lewis@syzdschools.org

EVENT	DATE
Post Form 470 and Issue RFP	Friday, 01/24/2020
Questions from Proposers Due (in writing)	Friday, 02/7/2020 by 5:00 PM
Deadline to Submit Proposal	Friday, 02/21/2020 at 5:00 PM
Announcement of Recommendation	Friday, 02/28/2020 by 5:00 PM
Deadline to Submit Challenges to Recommendation	Friday, 03/6/2020 by 5:00 PM
District Board Meeting to Approve Award of Contract	Thursday, 03/12/2020
Contract Term Start Date	7/1/2020
Contract Term Completion Date	6/30/2021

IMPORTANT NOTE: PLEASE INCLUDE SUB-TOTAL, APPLICABLE DISCOUNTS, SHIPPING & HANDLING, SALES TAX AND TOTAL COST ON YOUR QUOTATION.

QUOTATIONS MUST BE AS SPECIFIED OR EQUAL. ALL EQUIVALENT OR ALTERNATE ITEMS MUST INCLUDE SPECIFICATIONS DEMONSTRATING EQUIVALENCY. THE DISTRICT RESERVES THE RIGHT TO REQUIRE SAMPLES OR WORKING DEMO EQUIPMENT ON-SITE FOR TESTING, PRIOR TO AWARD AND FINAL SELECTION OF BRAND AND/OR MODEL, BASED ON REQUIREMENTS AND INFORMATION SUPPLIED BY VENDOR. THE DISTRICT IS UNDER NO OBLIGATION TO PROCURE ANY ITEMS OR SERVICES, OR TO PROCURE ANY ITEMS OR SERVICES FROM ANY PARTICULAR SOURCE OR UPON ANY PARTICULAR BASIS. ALL SAMPLES OR DEMO UNITS WILL BE RETURNED AFTER TESTING IS COMPLETE.

RFQ CMAS/WSCA Requirements

For the purposes of this RFQ, the term "Service Provider" and "Vendor" may be used interchangeably and have the same meaning, whether stated or not. The District may aware to multiple vendors.

All Service Providers/vendors responding to the posted Form 470 are to be listed as California Multiple Awards Schedule (CMAS) and/or WSCA-NASPO Service Providers. Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS for acquisition of information technology and non-information technology products and services.

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

FOR CMAS: In addition to the requirements outlined in this RFQ, service providers may be subject to additional requirements as outlined in the CMAS Local Government Agency Guide (Dec 2017 edition) located at:

[https://www.documents.dgs.ca.gov/pd/cmas/LocalGovtAgencyPacket\(122017\).pdf](https://www.documents.dgs.ca.gov/pd/cmas/LocalGovtAgencyPacket(122017).pdf)

For WSCA-NASPO: All proposals must be submitted by WSCA-NASPO Authorized Resellers that have been approved by the State Contract Administrator.

Public Contract Code sections 10298-10299 allow the Department of General Services, Procurement Division (DGS-PD) to enter into cooperative purchasing agreements with other states. Cooperative agreements are available to all State of California governmental entities (State departments, agencies, cities, counties, school districts, universities, etc.) that expend public funds for the acquisition of both goods and services.

The DGS-PD has elected to participate in the following multi-state cooperative agreements established by other states participating in the NASPO Value Point Cooperative Program and other cooperative programs as specified in the link below.

<http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO.aspx>

It is the responsibility for service providers to familiarize themselves with CMAS and/or WSCA-NASPO requirements.

E-rate Supplemental Terms and Conditions

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFQ.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2020.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**

- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discouted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFQ shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six (6) months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 [REDACTED], released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 [REDACTED], released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs: Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFQ for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFQ, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

Right to Reject Any and All Quotes

The Applicant reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the Applicant reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

Trade Names and Alternatives

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by service provider is not, in opinion of the District, substantially equal or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof rests to equality of any material, process or article shall rest with service provider. Without such documentation, the District cannot accept the argument on functionality equivalent or better based on cost alone. Products must be compatible with existing systems. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

Evaluation Criteria

The selection process for each section will include the following evaluation and point assignment/rating criteria for vendors:

Category	Points
Cost of E-rate Eligible Services	45
Cost of E-rate Ineligible Services	5
Scope of Work and Specification Compliance	30
- Proposal meets or exceeds all technical requirements	
- Compatibility with existing systems	
- Ease of interoperability with existing systems	
Bidders Capabilities	20
- Ability to deliver services	
<i>Total Possible Points</i>	100

Submission Instructions

Service Provider shall provide **one (1)** original signed RFQ Responses via email and **one (1)** complete copy of their valid CMAS and/or WSCA-NASPO Contract or valid web-address to all contract pages; via email to First Name Last Name Email Address by the due date and time specified on page 1.

Any questions regarding this RFQ shall be submitted in writing to the contact contained herein. Email inquiries are required. The District will not respond to phone call inquiries.

E-mail inquiries must include the RFQ number in their subject line and are to be sent by February 7, 2020 5:00PM PST to the following:

Todd Lewis: todd.lewis@sysdschools.org
Marilyn Adrianzen: marilyn.adrianzen@sysdschools.org
Kathy Carroll: kcarroll@csmcentral.com

Pricing Instructions

Service Providers may provide pricing for all or any individual sections outlined below.

Order Information

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of April 1, 2020 thru September 30, 2022. The District reserves the right to extend the intent to purchase for an additional annual term through September 30, 2022. Vendor must continue to have a valid CMAS contract and/or continue to be a WSCA/NASPO approved reseller during the term of the purchase agreement.

PROJECT SPECIFICATIONS

Section 1: Switching

The Goal: To provide qualified vendors with the necessary information and specifications to allow them to respond with a solution that they determine best meets those requirements.

The District is seeking to purchase school site network switches.

The proposed solution price must include a complete bill of materials, applicable sales tax, and applicable shipping.

The scope of the project will be as follows:

- All equipment and material should be new.
- Used, refurbished or repurposed equipment or material will not be acceptable.
- Standard Manufacturer Warranty

MINIMUM HARDWARE SPECIFICATIONS

The district is willing to accept bids from alternative manufacturers as long as they meet or exceed the current district standard. Please see the section "Trade Names and Alternatives" in this RFQ for further information.

INDIVIDUAL QUANTITIES:

SCHOOL SITE A: Ocean View Hills Elementary School

Part Number	Description	Quantity
C9300-48P-EDU	Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable or equivalent	10
CON-SNT-C930448P	Cisco SMARTnet extended service agreement 8x5xNBD or equivalent	10
C9300-NW-A-48-EDU	Cisco Network Advantage – license or equivalent	10
C9300-NIM-4G	Cisco Catalyst 9300 Series Network Module – expansion module or equivalent	10

SCHOOL SITE B: San Ysidro Middle School

Part Number	Description	Quantity
C9300-48P-EDU	Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable or equivalent	11
CON-SNT-C930448P	Cisco SMARTnet extended service agreement 8x5xNBD or equivalent	11
C9300-NW-A-48-EDU	Cisco Network Advantage – license or equivalent	11
C9300-NIM-4G	Cisco Catalyst 9300 Series Network Module – expansion module or equivalent	11

SCHOOL SITE C: Sunset Elementary School

Part Number	Description	Quantity
C9300-48P-EDU	Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable or equivalent	1
CON-SNT-C930448P	Cisco SMARTnet extended service agreement 8x5xNBD or equivalent	1
C9300-NW-A-48-EDU	Cisco Network Advantage – license or equivalent	1
C9300-NM-4G	Cisco Catalyst 9300 Series Network Module – expansion module or equivalent	1

SCHOOL SITE D: Smythe Elementary School

Part Number	Description	Quantity
C9300-48P-EDU	Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable or equivalent	5
CON-SNT-C930448P	Cisco SMARTnet extended service agreement 8x5xNBD or equivalent	5
C9300-NW-A-48-EDU	Cisco Network Advantage – license or equivalent	5
C9300-NM-4G	Cisco Catalyst 9300 Series Network Module – expansion module or equivalent	5

SCHOOL SITE E: Willow Elementary School

Part Number	Description	Quantity
C9300-48P-EDU	Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable or equivalent	1
CON-SNT-C930448P	Cisco SMARTnet extended service agreement 8x5xNBD or equivalent	1
C9300-NW-A-48-EDU	Cisco Network Advantage – license or equivalent	1
C9300-NM-4G	Cisco Catalyst 9300 Series Network Module – expansion module or equivalent	1

SCHOOL LOCATIONS AND FURTHER INFORMATION

These addresses do not designate address for shipment of materials.

San Ysidro School District Office (shipping location for all equipment):
4350 Otay Mesa Road, San Ysidro, CA 92173

Smythe Elementary School
1880 Smythe Ave., San Ysidro, CA 92173

Ocean View Hills Elementary School
4919 Del Sol Blvd., San Diego, CA 92154

Sunset Elementary School
3825 Sunset Lane, San Ysidro, CA 92173

San Ysidro Middle School
4345 Otay Mesa Rd., San Ysidro, CA 92173

Willow Elementary School
226 Willow Rd., San Ysidro, CA 92173

E-Rate Bid Evaluation Matrix
Funding Year

2020

District Name: San Ysidro ESD
 Bid # (if applicable): RFQ 03 2019 2020 C2 Switch Equipment
 Form 470# 200015278

Bid Due Date and Time: 2/21/2020 5 PM PST
 Allowable Contract Date: 2/21/2020

Project or Service Description: RFQ 03 2019 2020 C2 Switch Equipment

Directions:

- Enter your Service Provider Name and E-rate eligible cost in order from lowest to highest.
- Each criteria has a Criteria Weight. Vendors are assigned points on how well they meet each factor, but cannot be assigned raw scores higher than the total number of responders.
- The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest score.
- The cost of E-Rate eligible services must be weighted most heavily to be in compliance with FCC rules.
- If NO bids are received, then indicate NO bids received under Winning Bidder and sign and date matrix.
- Keep this evaluation and all bids (winning and losing) in your permanent E-rate records.

of Responders: 6 6 is the best possible score

Service Provider Name:
 E-rate Eligible Cost:
 E-rate Ineligible Cost:
 Total Cost:

Datel	LanSpeed	CDWG	Develop Group	GigaKOM	AAA Networks
\$105,418.60	\$141,688.28	\$166,801.24	\$192,385.76	\$193,865.35	\$199,692.20
\$0.00	N/A	\$2,429.01	\$2,429.01	\$2,402.46	\$2,429.01
\$105,418.60	\$141,688.28	\$169,230.25	\$194,814.77	\$196,267.81	\$202,121.21
Lowest				Highest	Highest

Selection Criteria	Criteria Weight*
Cost of E-rate Eligible Services	45
Cost of E-rate Ineligible Services	5
Scope of Work and Specification Compliance meets or exceeds all technical requirements	Proposal Ease
Compatibility with existing systems of interoperability with existing systems	
Bidders Capabilities Ability to deliver services	20
	100

Score	Score	Score	Score	Score	Score
45	33.3	27.9	24.75	24.3	23.85
5	5	4	4	4	4
10	10	30	20	25	20
20	20	20	20	20	20

Overall Score	
Service Provider	Score
Datel	80
LanSpeed	68
CDWG	82
Develop Group	69
GigaKOM	73
AAA Networks	68

Vendor Selected: CDW

Approved By: _____
 Signature
 Marilyn Adrianzen
 Print Name
 Chief Business Official

Title _____
 Date: _____

Comments:

- Datel and LanSpeed did not bid Cisco equipment. For this reason, compatibility and ease of inoperability would cause an extreme hardship on our techs to learn a new system which will incur additional training cost, as well as needing to operate 2 separate networking systems.
- Development Group & AAA Networks did not include Smartnet pricing as requested in RFP, Smartnet is required for support and warranty coverage which would increase their bid and will have to be purchased later at an additional cost.
- In order to remain consistent for all vendors Smartnet is calculated at 81% eligible
- GigaKOM did not list Smartnet on their bid as an ineligible cost

SAN YSIDRO SCHOOL DISTRICT

Response for FCC Form 470 Number 200015278

02/21/2020

E-Rate Year 22 / Funding Year 2019-2020

Digital Copy



*CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061*





One CDW Way
230 N. Milwaukee Ave
Vernon Hills, IL 60061
P: 847.371.5800
F: 847.465.6800
Toll-Free: 800.808.4239
www.cdwg.com/PeopleWhoGetIT

SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA RD.
SAN YSIDRO, CA 92173

02/21/2020

RE: CDW•G's Response to FCC Form 470 Number 200015278

Dear Mr. Lewis,

CDW•G understands the objective of the RFP is for San Ysidro School District to identify a reliable and experienced supplier partner capable of managing your Internal Connections. Our response demonstrates CDW•G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- CDW•G's Gold Certified Partnership status with Cisco facilitates timely road mapping and other requests for information.
- Extensive customized configuration services ensures products arrive at your locations ready to plug and play, maximizing your staff's productivity
- Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction
- Valuable presales consulting expertise assists with developing solutions that provide robust functionality, efficiencies, and cost savings.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your Sr. Account Manager, Jeff Polk, at (312) 706-4094, or via email at jeffpolk@cdwg.com. We thank you for the opportunity to participate in this RFP process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

Matt Flood
Supervisor, Proposals
CDW Government, LLC

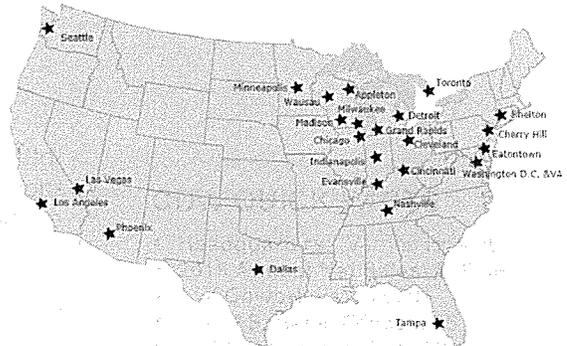
CDW Government Overview

CDW is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 9,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

CDW QUICK FACTS

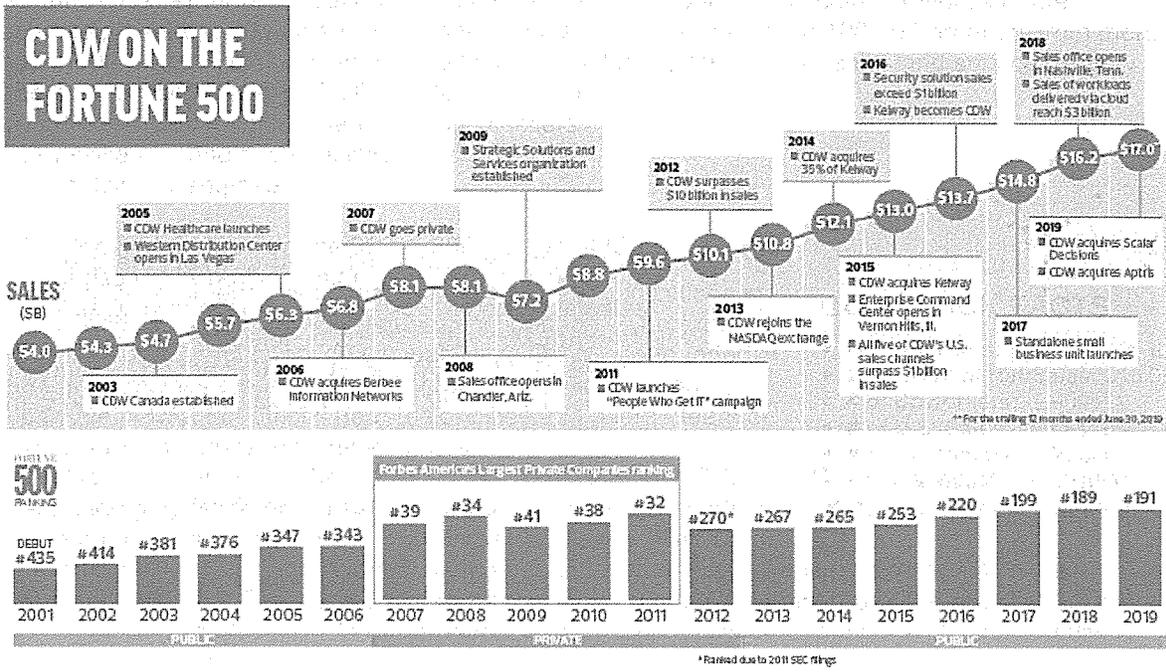
- **Headquarters:** Vernon Hills, IL
- **2019 Annual Net Sales:** \$18.0B
- **# of Coworkers:** 9,900+
- **# of U.S. Sales Offices:** 26
- **# of Customers:** 250,000+
- **Fortune 500 Rank:** 191

Our broad array of offerings range from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. We are technology “agnostic,” with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers.



CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from \$4 billion in sales in 2001 to over \$18 billion in 2019. CDW now ranks at number 191 on the FORTUNE 500 list. CDW ranks at No. 5 on CRN's 2019 Solution Provider 500 list.

CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education.



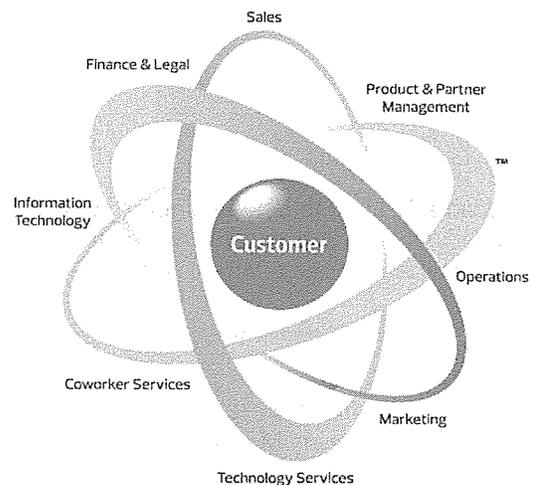
Total Solutions

CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

CDW OFFERINGS	
PRODUCTS & PARTNERSHIPS	100,000+ products from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware
TECHNOLOGY SERVICES	<ul style="list-style-type: none"> ▪ e-Procurement integration ▪ Leasing services ▪ Managed services ▪ Pre-shipment configuration ▪ Professional services ▪ Warranty and maintenance
TOTAL SOLUTIONS	<ul style="list-style-type: none"> ▪ Cloud ▪ Collaboration ▪ Data center and networking ▪ Managed Print Services ▪ Point of Sale ▪ Security ▪ Software management ▪ Total Mobility Management

Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have San Ysidro School District view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.



CDW Circle of Service

Strengths, Best Practices, and Value

By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.
- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and cost-effective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting San Ysidro School District with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

CDW holds \$220M of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,100 leading manufacturers.



450,000 square-foot distribution center in IL

513,000 square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

Funding Information & CDW•G Resources

While we utilize many avenues to lower costs, our primary focus is being the best-valued solution for San Ysidro School District. While providing strategic cost savings for our customers, we do not sacrifice our unique value added offerings, because we know long term we are providing substantial savings and support. As a vendor agnostic technology integrator, we do not push brands; we orchestrate best fit solutions. This is because San Ysidro School District is better off with solutions that make the most sense for their need. We have relationships with all the top manufacturers and service partners and have compared each of their offerings to your unique needs and objectives. For San Ysidro School District's deployment, we have tailored a custom solution which provides the most value to you for every stage of your program.

We know San Ysidro School District's need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program will look very different. You need a vendor that does more than meet your RFP's technology requirements; you need a vendor **partner** that shares a passion for education and continued development. CDW•G does not rest on our laurels; we pledge to remain dedicated to supporting the full scope of San Ysidro School District's technology and related educational needs. Our partners all offer the same enthusiasm, ensuring we achieve all San Ysidro School District's program goals.

CDW•G addresses San Ysidro School District's RFP requirements to highlight our proposed value-added services; aimed at increasing educator effectiveness, saving you budget dollars and saving you valuable IT staff time.

Get-Ed Funding Overview

GetEdFunding.com

CDW•G hosts GetEdFunding.com, a free grant-finding resource, providing access to billions of dollars' worth of educational funding opportunities. As the sponsor of the GetEdFunding website, CDW•G's mission is to help educators and institutions to uncover the funds they need to supplement shoestring budgets, expand innovative programs, prepare students for the increasingly complex skills they'll need to participate in tomorrow's workforce and help close the equity gap in educating students from all backgrounds and circumstances.

This tool is dedicated to helping educators identify the funding that is needed to take learning to the next level. At GetEdFunding.com, San Ysidro School District can:

- Access resources including advice, best practices, workshop videos, and more
- Create a profile and receive alerts for new opportunities as soon as they become available
- Research funding options to discover the solutions that are right for you
- Search through **thousands of active grants and awards**

This site is current, built by tapping by a wide range of print and electronic sources, web searches, organizations' web pages, communication with program administrators, and conversations with long-standing contacts. In the case of federal grants, which rely on congressional approval for continued funding, best efforts have been made to tie down agencies' sense of the likelihood of future funding. Those programs pending congressional approval are included in this collection so that they may get on your radar as future possibilities.

GetEdFunding is created by educational professionals, for educational professionals. It is designed to be an easy-to-use, relevant and reliable database. Former and currently practicing educators from various levels of pre-K through higher education and experienced educational publishing

writer/editors have touched every stage of this database development. Their work included conducting research, writing entries, fact-checking, aligning curriculum, copyediting, data entry, and beta testing, among others. In addition to experienced educational publishing professionals, the team includes an education grant specialist, community college instructor, high school math teacher, special needs educator, district technology coordinator, library/media specialist, ELL teacher and elementary teacher.

This site helps San Ysidro School District reduce the energy your teachers are spending to search for programs and money. This rich resource of grant and funding opportunities is expanded, updated, and monitored daily. You can search by six criteria, including 41 areas of focus, eight content areas and any of the 21st century themes and skills that support your curriculum. Once you are registered on the site, you can save the grants of greatest interest, then return to read about them at any time. Further, this site provides a tool for your teachers to tap into resources that are already available and applicable to their learning plans. For example, there are over 60 STEM specific programs currently available for application.

CDW•G K-12 Resources

As mentioned in our cover letter, CDW•G provides K-12 educational collaborators to assist in aligning San Ysidro School District's Standards-Based Teaching & Learning Framework with your technology roadmap. CDW•G's Learning Environment Advisors (LEAs) team are available for future discussion with San Ysidro School District when strategizing your technology program roadmap. Working with the leading OEMs in the industry, the role of the LEA serves as a critical vendor-agnostic voice to assist San Ysidro School District in sorting through all the major education platforms when making your mobility and hardware decisions. With the LEAs being vendor-neutral, San Ysidro School District can be confident you are getting suggestions for solutions that best fit your systems and processes.

Academics and Technology have become so intertwined, it only makes sense to blend both of these program goals into one. This furthers collaboration, as you get both IT Staff and Educators providing expert insight in the development and vetting of what works and does not work for your schools. The available CDW•G resources unite both viewpoints and ensure San Ysidro School District's technology program is successful from both an operational and an academic perspective. Lock-stepping your programs provides a greater benefit to your classrooms than struggling to keep two programs on pace with each other.

Additional CDW•G Resources

Additional resources CDW•G offers for instructional support and collaboration to assist educators in creating a 21st century learning environment include:

- Free semiannual editions of *The Big Deal Book of Technology*. This resource offers guidance on where to obtain grant funding for educational technology and professional development workshop and includes links to websites that educators in your school may find useful.
- **EdTech: Focus** publications help K-12 school district technology managers and campus IT staff doing their jobs more effectively. Descriptions of best practices, special features, product reviews and case studies from the field showcase technology's impact on teaching, learning and administrative services on school campuses of all types and sizes.
- **Edtechmag.com**: The electronic version of our EdTech publication, this site offers lesson plans, thought-leadership videos, whitepapers, case studies, and research reports that

provide in-depth perspectives of emerging trends and technologies. Additional on this site, PSD educators will find a calendar of events coverage, reference guides, and insightful webinars in which schools and institutions discuss their best practices, share perspectives and provide recommendations.

CDW•G as a Partner in Student Development

We believe that technology empowers students and educators to make the learning process more interactive, individualized, and hands-on. If properly deployed, technology fosters a more effective learning environment that helps students develop the necessary 21st century skills to succeed in their current environment, at the college level, and in their future careers.

For this reason, CDW•G applauds San Ysidro School District for your work in providing students the opportunity to unlock their potential through individualized, technology-based education and the impact you have had in the success of so many students. We are humbled to contribute to this mission and have enjoyed our history collaborating with San Ysidro School District to provide students affordable access to technology. Like technology, we continue to focus on process improvements to ensure we remain a contributing factor to the success of the San Ysidro School District program. We highlight our processes and proposed improvements in our responses below.

CDW•G’s Flexibility to Increase Capacities in our Distribution and Configuration Centers

CDW•G’s extremely efficient inventory and distribution systems have the capacity to handle 310,000 units per day: 150,000 units at the Vernon Hills, IL Distribution Center and 160,000 units at the Las Vegas, NV Distribution Center.

In 2018, CDW processed more than 50% to 60% of our IT sales from our two distribution facilities. Even these impressive figures represent only a little more than half of our current capacity. As depicted in the graph below, we have the flexibility to increase capacity in all aspects of the procurement process. By design, neither location utilizes its full capacity, so we are able to scale to fulfill large orders. For instance, if a customer purchases a substantial quantity of servers, we utilize the available space to house and stage the equipment for configuration and shipment. This process enables a fast turnaround to our customers so that they are able to utilize their products quickly, rather than waiting extensive periods of time.



Estimated Daily Capacities	Average Current Utilization	Flexibility to Increase Capacity
Configure 10,000 + Devices	2,500 Configurations	51%
Process 310,000 Units	135,000 Units	56%

CDW•G E-Rate Experience

CDW•G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state, and local government agencies, educational institutions, and healthcare facilities. With over 200 government and education contracts, we are the nation's largest direct response provider of multi-brand technology products and services.

We focus on building strong relationships with our K–12 customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefitting the officers, administrators, and staff of our public safety customers.

Based upon both exponential growth within the K–12 & Library market and accolades from our OEM partners, CDW•G has continued our investments into resources to support our customers nationwide. Those resources include our Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment.

Credentials and Certifications

CDW•G holds several ISO certifications, including 9001:2008. Our 9001:2008 certificate of registration covers a scope of sales, configuration, repair, and support of computer and related technology. Our 14001:2004 certificate of registration includes environmental activities related to product/service management, inventory control, shipping, customer service, returns management, and receiving computers and related technologies (excluding the office, cafeterias, and lessee areas).

A Powerful E-Rate Partner

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over \$436M in total equipment delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our dedicated E-Rate invoice team ensures expert handling of both BEAR and SPI E-Rate invoicing.

E-Rate Program Management

David White, Program Manager, and Amy Passow, E-Rate Specialist, offer K–12 entities their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. Mr. White prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete.

Ms. Passow ensures CDW•G is working with E-Rate applicants in compliance with rules and regulations throughout the process. She advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Ms. Passow assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

Account Management Team

Jeff Polk

Sr. Account Manager

Toll Free Phone: (866) 639-2816

Email: jeffpol@cdwg.com

Tim Gerson

Sales Manager

Toll Free Phone: (866) 339-4341

Email: timgers@cdw.com

David White

ERATE Program Manager

Direct Phone: (312) 547-2848

Email: davidwh@cdw.com

Mark Ellis

Manager, Program Management

Direct Phone: (732) 982-0390

Email: markeli@cdwg.com

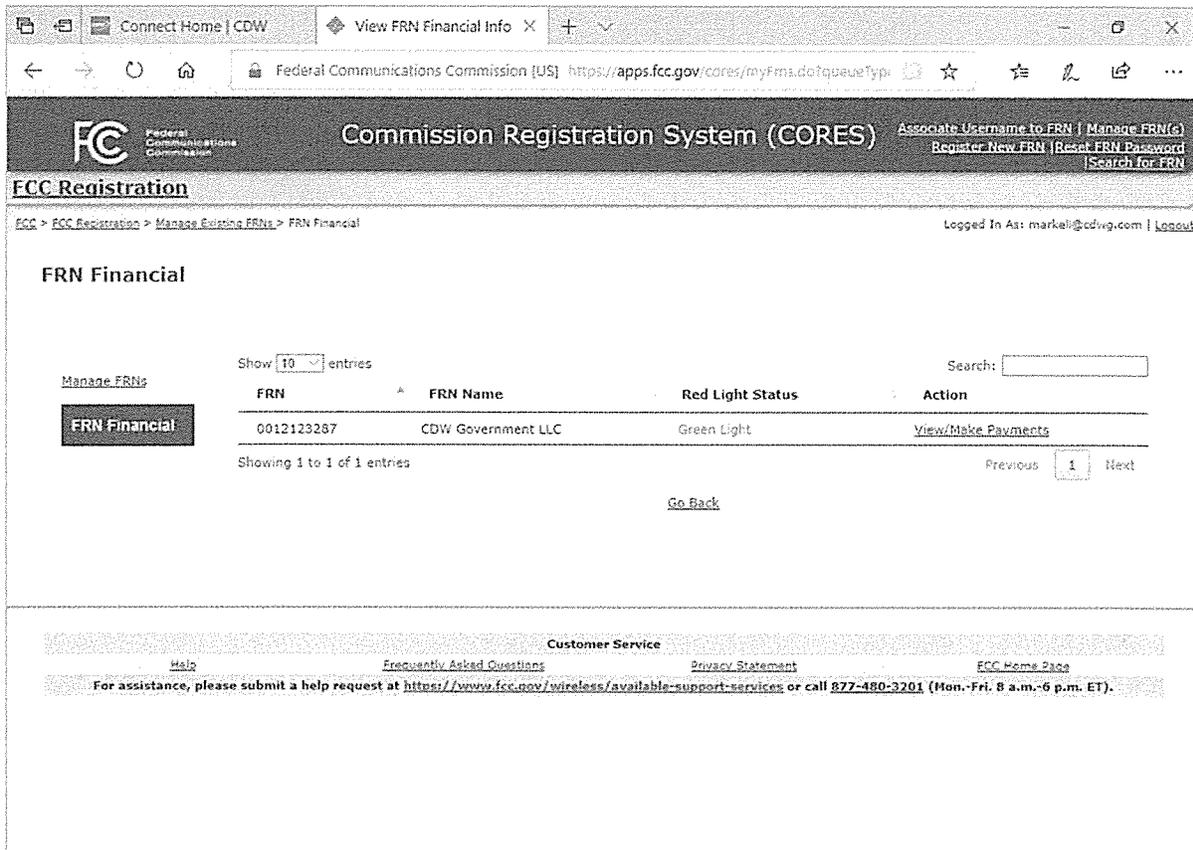
Stephanie Santander

Director, Program Sales

Direct Phone: (847) 371-5082

Email: stephanie.santander@cdw.com

FCC FRN E-Rate Display System Status



The above screen shot is from October 9th, 2019 - CDWG remains in Green Light Status. Upon request, CDWG can provide an updated screenshot.

Spin #143005588

FCC Registration #0012123287

Pricing Offer

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
LGGN755	2/18/2020	FY20	12408780	\$169,230.25

IMPORTANT - PLEASE READ
Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9300-48P-EDU UNSPSC: 43222612 TAX: SAN YSIDRO, CA TAX: 7.7500% \$8,985.36 Contract: California Cisco NASPO Contract (AR233 (14-19) 7-14-70-04)	28	4913914	\$4,140.72	\$115,940.16
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNT-C930448P UNSPSC: 81111811 Electronic distribution - NO MEDIA CISWSCACA1E TAX: SAN YSIDRO, CA .0000% \$0.00 Contract: California Cisco NASPO Contract (AR233 (14-19) 7-14-70-04)	28	4999818	\$456.58	\$12,784.24
Cisco Network Advantage - Term License - 48 ports Mfg. Part#: C9300-NW-A-48-EDU UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: SAN YSIDRO, CA .0000% \$0.00 Contract: California Cisco NASPO Contract (AR233 (14-19) 7-14-70-04)	28	4913915	\$923.00	\$25,844.00
Cisco Catalyst 9300 Series Network Module - expansion module Mfg. Part#: C9300-NM-4G UNSPSC: 43201404 TAX: SAN YSIDRO, CA 7.7500% \$408.29 Contract: California Cisco NASPO Contract (AR233 (14-19) 7-14-70-04)	28	4694327	\$188.15	\$5,268.20

PURCHASER BILLING INFO	SUBTOTAL	\$159,836.60
Billing Address: SAN YSIDRO SCHOOL DISTRICT ACCTS PAYABLE 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Payment Terms: ERATE QUOTES ONLY	SHIPPING	\$0.00
	SALES TAX	\$9,393.65
	GRAND TOTAL	\$169,230.25
	14E.13	

DELIVER TO	Please remit payments 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	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

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

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

ERATE Order Process

1. Ordering

Purchase orders should be submitted directly to Seller at the following address or fax number:

CDW Government LLC

Attn: E-Rate Sales K-12

230 N. Milwaukee Ave. Vernon Hills, IL 60061

Phone: 800.328.4239

Fax: Please fax Purchase Orders to your Account Manager, see 'Account Team' section.

2. Required Information

All orders must include

- a. Contact name, Phone number
- b. Purchase order number
- c. Part number, Product description
- d. Pre-discount and discounted product price
- e. Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
- f. Ship to location, Bill to location
- g. FRN (Funding Request Number) for each part number
- h. Billing method (BEAR – Form 472 or SPI – Form 474)

SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E- RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

3. Assistance With Order

Customer may call 1-800-328-4239 for assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. Price and Payment Terms

a. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

b. Payment Terms (Customer must choose one)

i. Form 474 Service Provider Invoice (SPI) Method

➤ Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

ii. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

➤ Seller will invoice Customer for pre-discount portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

5. Payment Method

All payments for both methods shall be submitted to the address presented below:

CDW-G - Attn: Accounts Receivable

230 North Milwaukee Avenue

Vernon Hills, IL 60061

i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.

**SAN YSIDRO SCHOOL DISTRICT
TECHNOLOGY DEPARTMENT**
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476

RFQ: E-rate Category 2 Equipment
RFQ NO: 03 (2019/2020)
Posting Date: January 24, 2020

PLEASE RESPOND ON THE FOLLOWING FORM(S), BY ENTERING YOUR PRICES FOR THE ITEMS LISTED. WHERE APPLICABLE, INDICATE ALTERNATE BRAND, MODEL, ETC. DISTRICT RESERVES THE RIGHT TO AWARD BY LOT OR ITEM. PLEASE DIRECT QUESTIONS TO THE DISTRICT REPRESENTATIVE CONTACT LISTED BELOW. DELIVERY ADDRESS IS 4350 OTAY MESA RD. SAN YSIDRO, CA 92173. PAYMENT TERMS NET 30 DAYS.

RESPONSE REQUIRED BY 5:00 PM PST ON DUE DATE TO THE EMAIL ADDRESS LISTED BELOW.
EMAILS MUST INCLUDE THE RFQ NUMBER IN THEIR SUBJECT LINE. SEE ADDITIONAL SUBMISSION REQUIREMENTS ON PAGE 6.

DUE DATE: February 21, 2020 5:00 PM PST
RFQ NO: 03 (2019/2020)
CONTACT: Todd Lewis
PHONE: (619) 428-4476 x 3062
EMAIL: todd.lewis@syzdschools.org

EVENT	DATE
Post Form 470 and Issue RFP	Friday, 01/24/2020
Questions from Proposers Due (in writing)	Friday, 02/7/2020 by 5:00 PM
Deadline to Submit Proposal	Friday, 02/21/2020 at 5:00 PM
Announcement of Recommendation	Friday, 02/28/2020 by 5:00 PM
Deadline to Submit Challenges to Recommendation	Friday, 03/6/2020 by 5:00 PM
District Board Meeting to Approve Award of Contract	Thursday, 03/12/2020
Contract Term Start Date	7/1/2020
Contract Term Completion Date	6/30/2021

IMPORTANT NOTE: PLEASE INCLUDE SUB-TOTAL, APPLICABLE DISCOUNTS, SHIPPING & HANDLING, SALES TAX AND TOTAL COST ON YOUR QUOTATION.

QUOTATIONS MUST BE AS SPECIFIED OR EQUAL. ALL EQUIVALENT OR ALTERNATE ITEMS MUST INCLUDE SPECIFICATIONS DEMONSTRATING EQUIVALENCY. THE DISTRICT RESERVES THE RIGHT TO REQUIRE SAMPLES OR WORKING DEMO EQUIPMENT ON-SITE FOR TESTING, PRIOR TO AWARD AND FINAL SELECTION OF BRAND AND/OR MODEL, BASED ON REQUIREMENTS AND INFORMATION SUPPLIED BY VENDOR. THE DISTRICT IS UNDER NO OBLIGATION TO PROCURE ANY ITEMS OR SERVICES, OR TO PROCURE ANY ITEMS OR SERVICES FROM ANY PARTICULAR SOURCE OR UPON ANY PARTICULAR BASIS. ALL SAMPLES OR DEMO UNITS WILL BE RETURNED AFTER TESTING IS COMPLETE.

RFQ CMAS/WSCA Requirements

For the purposes of this RFQ, the term "Service Provider" and "Vendor" may be used interchangeably and have the same meaning, whether stated or not. The District may aware to multiple vendors.

All Service Providers/vendors responding to the posted Form 470 are to be listed as California Multiple Awards Schedule (CMAS) and/or WSCA-NASPO Service Providers. Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS for acquisition of information technology and non-information technology products and services.

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

FOR CMAS: In addition to the requirements outlined in this RFQ, service providers may be subject to additional requirements as outlined in the CMAS Local Government Agency Guide (Dec 2017 edition) located at:

[https://www.documents.dgs.ca.gov/pd/cmas/LocalGovtAgencyPacket\(122017\).pdf](https://www.documents.dgs.ca.gov/pd/cmas/LocalGovtAgencyPacket(122017).pdf)

For WSCA-NASPO: All proposals must be submitted by WSCA-NASPO Authorized Resellers that have been approved by the State Contract Administrator.

Public Contract Code sections 10298-10299 allow the Department of General Services, Procurement Division (DGS-PD) to enter into cooperative purchasing agreements with other states. Cooperative agreements are available to all State of California governmental entities (State departments, agencies, cities, counties, school districts, universities, etc.) that expend public funds for the acquisition of both goods and services.

The DGS-PD has elected to participate in the following multi-state cooperative agreements established by other states participating in the NASPO Value Point Cooperative Program and other cooperative programs as specified in the link below.

<http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO.aspx>

It is the responsibility for service providers to familiarize themselves with CMAS and/or WSCA-NASPO requirements.

E-rate Supplemental Terms and Conditions

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFQ.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2020.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**

- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFQ shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six (6) months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFQ for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFQ, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

Right to Reject Any and All Quotes

The Applicant reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the Applicant reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

Trade Names and Alternatives

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by service provider is not, in opinion of the District, substantially equal or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Without such documentation, the District cannot accept the argument on functionality equivalent or better based on cost alone. Products must be compatible with existing systems. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

Evaluation Criteria

The selection process for each section will include the following evaluation and point assignment/rating criteria for vendors:

Category	Points
Cost of E-rate Eligible Services	45
Cost of E-rate Ineligible Services	5
Scope of Work and Specification Compliance	30
- Proposal meets or exceeds all technical requirements	
- Compatibility with existing systems	
- Ease of interoperability with existing systems	
Bidders Capabilities	20
- Ability to deliver services	
<i>Total Possible Points</i>	100

Submission Instructions

Service Provider shall provide **one (1)** original signed RFQ Responses via email and **one (1)** complete copy of their valid CMAS and/or WSCA-NASPO Contract or valid web-address to all contract pages; via email to First Name Last Name Email Address by the due date and time specified on page 1.

Any questions regarding this RFQ shall be submitted in writing to the contact contained herein. Email inquiries are required. The District will not respond to phone call inquiries.

E-mail inquiries must include the RFQ number in their subject line and are to be sent by February 7, 2020 5:00PM PST to the following:

Todd Lewis: todd.lewis@sysdschools.org

Marilyn Adrianzen: marilyn.adrianzen@sysdschools.org

Kathy Carroll: kcarroll@cscentral.com

Pricing Instructions

Service Providers may provide pricing for all or any individual sections outlined below.

Order Information

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of April 1, 2020 thru September 30, 2021. The District reserves the right to extend the intent to purchase for an additional annual term through September 30, 2022. Vendor must continue to have a valid CMAS contract and/or continue to be a WSCA/NASPO approved reseller during the term of the purchase agreement.

PROJECT SPECIFICATIONS

Section 1: Switching

The Goal: To provide qualified vendors with the necessary information and specifications to allow them to respond with a solution that they determine best meets those requirements.

The District is seeking to purchase school site network switches.

The proposed solution price must include a complete bill of materials, applicable sales tax, and applicable shipping.

The scope of the project will be as follows:

- All equipment and material should be new.
- Used, refurbished or repurposed equipment or material will not be acceptable.
- Standard Manufacturer Warranty

MINIMUM HARDWARE SPECIFICATIONS

The district is willing to accept bids from alternative manufacturers as long as they meet or exceed the current district standard. Please see the section "Trade Names and Alternatives" in this RFQ for further information.

INDIVIDUAL QUANTITIES:

SCHOOL SITE A: Ocean View Hills Elementary School

Part Number	Description	Quantity
C9300-48P-EDU	Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable or equivalent	10
CON-SNT-C930448P	Cisco SMARTnet extended service agreement 8x5xNBD or equivalent	10
C9300-NW-A-48-EDU	Cisco Network Advantage – license or equivalent	10
C9300-NM-4G	Cisco Catalyst 9300 Series Network Module – expansion module or equivalent	10

SCHOOL SITE B: San Ysidro Middle School

Part Number	Description	Quantity
C9300-48P-EDU	Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable or equivalent	11
CON-SNT-C930448P	Cisco SMARTnet extended service agreement 8x5xNBD or equivalent	11
C9300-NW-A-48-EDU	Cisco Network Advantage – license or equivalent	11
C9300-NM-4G	Cisco Catalyst 9300 Series Network Module – expansion module or equivalent	11

SCHOOL SITE C: Sunset Elementary School

Part Number	Description	Quantity
C9300-48P-EDU	Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable or equivalent	1
CON-SNT-C930448P	Cisco SMARTnet extended service agreement 8x5xNBD or equivalent	1
C9300-NW-A-48-EDU	Cisco Network Advantage – license or equivalent	1
C9300-NM-4G	Cisco Catalyst 9300 Series Network Module – expansion module or equivalent	1

SCHOOL SITE D: Smythe Elementary School

Part Number	Description	Quantity
C9300-48P-EDU	Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable or equivalent	5
CON-SNT-C930448P	Cisco SMARTnet extended service agreement 8x5xNBD or equivalent	5
C9300-NW-A-48-EDU	Cisco Network Advantage – license or equivalent	5
C9300-NM-4G	Cisco Catalyst 9300 Series Network Module – expansion module or equivalent	5

SCHOOL SITE E: Willow Elementary School

Part Number	Description	Quantity
C9300-48P-EDU	Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable or equivalent	1
CON-SNT-C930448P	Cisco SMARTnet extended service agreement 8x5xNBD or equivalent	1
C9300-NW-A-48-EDU	Cisco Network Advantage – license or equivalent	1
C9300-NM-4G	Cisco Catalyst 9300 Series Network Module – expansion module or equivalent	1

SCHOOL LOCATIONS AND FURTHER INFORMATION

These addresses do not designate address for shipment of materials.

San Ysidro School District Office (shipping location for all equipment):
4350 Otay Mesa Road, San Ysidro, CA 92173

Smythe Elementary School
1880 Smythe Ave., San Ysidro, CA 92173

Ocean View Hills Elementary School
4919 Del Sol Blvd., San Diego, CA 92154

Sunset Elementary School
3825 Sunset Lane, San Ysidro, CA 92173

San Ysidro Middle School
4345 Otay Mesa Rd., San Ysidro, CA 92173

Willow Elementary School
226 Willow Rd., San Ysidro, CA 92173



NOTICE

Addendum 01 – Questions and Answers

RFQ: E-rate Category 2 Equipment
RFQ NO: 03 (2019/2020)
Addendum: 01 – Questions and Answers

Question 1: According to the Evaluation Criteria on page 8, 30% of the score is Scope of Work and Specification Compliance which includes compatibility with existing systems and ease of interoperability with existing systems. The switches listed are edge switches that would be placed in IDF's either stand alone or stacked. They are not Core switches that would be aggregating the school's fiber. Are there any management solutions in use by SYSD that have proprietary features to the manufacturer listed in the RFP that would not work with a true alternative switch manufacturer that we would want to propose? We are trying to gauge the District's willingness to accept an equal switch proposed at a lower cost that meets or exceeds the most common switch features. (For example, # of POE Ports, POE power budget, Power Supply, Uplinks, Switching Capacity, Forwarding Rates, Warranty Service Level)

ANSWER: The district currently uses Cisco Network Assistant software

Question 2: Are there any specific features besides the ones listed in question #2 that an alternate proposed switch must have to be considered an equal.

ANSWER: As there are many different switch features available, we are referring you to the RFP section "Trade Names and Alternatives."

End of Addendum No. 1

Todd Lewis, Director of Education Technology



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 12, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: MC
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ASSISTANCE LEAGUE OF GREATER SAN DIEGO FOR THE OPERATION SCHOOL BELL PROGRAM

BACKGROUND INFORMATION:

Assistance League of Greater San Diego is a nonprofit volunteer organization that enhances lives in the Greater San Diego region through community-based programs with the purpose of providing caring and compassionate philanthropic services to meet the challenges of individual and community needs.

Operation School Bell is one of the philanthropic programs designed by the Assistance League of Greater San Diego to provide any or all the following: new school clothing, or other like services as designed in this agreement.

San Ysidro School District would like to renew this agreement and maintain the Operation School Bell program, which will continue to benefit many of our low-income students in grades Kindergarten to 6th.
Note: Legal counsel reviewed the term of the agreement and approved to proceed as is.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: MC

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

Superintendent's Office Certification:



Gina A. Potter, Ed.D., Superintendent
Secretary to the Board



February 18, 2020

Dr. Gina A. Potter
Superintendent of Schools
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Dear Dr. Potter,

Assistance League of Greater San Diego, (ALGSD), and the San Ysidro Elementary School District have formed a successful partnership to serve students in your district. Over the last three years 224 students from schools in the San Ysidro School District have benefitted from ALGSD's Operation School Bell® program which provides new school clothing for students in need as identified by your school personnel.

At this time the agreement between our two parties is due for renewal. We have attached an agreement for your signature. This agreement will be in effect for 15 years from date of signing, (section 5). ALGSD is a 501 (c) (3) Corporation and our National Organization requires that we have these agreements on file. Your attention to this matter is greatly appreciated.

Please sign and return one copy to ALGSD in the enclosed envelope. Please retain a copy for your records. Please send any questions to me at my email Jamabrasch2004@yahoo.com.

We look forward to continuing our successful partnership to benefit the students in our greater San Diego community.

Thank you,

A handwritten signature in cursive script that reads 'Maggie Brasch'.

Maggie Brasch
Philanthropic Chair

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Assistance League®
March 2018
pp\mf

AGREEMENT WITH SAN YSIDRO SCHOOL DISTRICT

This agreement is entered into by Assistance League® of Greater San Diego hereinafter referred to as Assistance League, located at 108 University Avenue, San Diego, CA 92103 and San Ysidro School District, hereinafter referred to as School, located at 4350 Otay Mesa Road, San Ysidro, CA 92173.

1. Operation School Bell is a philanthropic program designed by Assistance League to provide any or all of the following: new school clothing, or other like services as designated in this agreement.
2. **Obligations of Assistance League.**
 - A. Assistance League shall furnish new school clothing, shoes, books, and school supplies. Service will be provided to students in grades K thru 6, (who are in need), as identified by school personnel as needed until designated program funds are exhausted.
 - B. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 2A.
 - C. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.
 - D. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold School harmless against all claims arising as a result of the sole negligence or willful misconduct of Assistance League.
 - E. Assistance League shall complete the Philanthropic Programs Three-Year Agreement Review Form.
3. **Obligations of School.**
 - A. Maintain liability insurance coverage for this program. School shall defend, indemnify and hold Assistance League harmless against all claims other than as set forth in 2.D. above.
 - B. Appoint a contact person to interface with Assistance League.
 - C. School personnel shall identify prospective recipients or participants.
 - D. If students must be transported to the Operation School Bell® facility or store for outfitting, School shall coordinate and provide such transportation at its expense.
4. **Public Relations.**
 - A. Assistance League shall have prominent identification with the program.
 - B. Assistance League shall reserve the right to review and approve all publicity releases,

brochures and other materials relative to the program, all of which shall mention Assistance League.

C. Photos and names of recipients shall not be used without written permission of those directly involved. (Refer to Consent Regarding Photographs)

5. Term, Renewal and Termination.

The term of this agreement is three (3) years, together with four (4) three (3) year renewal periods. This agreement shall automatically renew every three years on the same terms and conditions, unless modified in writing, for a maximum of four (4) renewals.

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving ninety (90) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

6. Memorandum of Understanding/Other Agreements.

If a Memorandum of Understanding or other agreement is required by School, attach a copy to this agreement. It is the responsibility of Assistance League to have Memorandum of Understanding and other documents reviewed by legal counsel.

Additional Documents Attached: Yes No

7. Signatures and Dates.

Assistance League of Greater San Diego



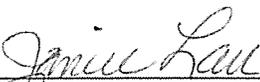
President

Sandy Price

Printed Name

2/11/2020

Date



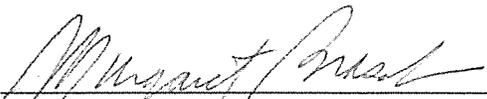
(Recording) Secretary

Janice Lau

Printed Name

2-11-2020

Date



Vice President Philanthropic Programs

Margaret Brasch

Printed Name

2-11-2020

Date

San Ysidro School District

District / School Name

Signature

Marilyn Adrianzen, CBO

Printed Name / Title
Board approved:

14E.14

Date
Page 4 of 5



Sample

Assistance League®
May 2008
mfclpr

CONSENT REGARDING PHOTOGRAPHS

Standard Consent Form – English

I give Assistance League® permission to publish in print, electronic or visual format the likeness or image of _____. I waive any rights of compensation or copyright ownership thereto.

Name of Participant: (please print) _____

Signature: _____

Name of Parent/Guardian (please print) _____
(if applicable)

Parent/Guardian Signature: _____
(if applicable)

Date: _____

Standard Consent Form – Spanish

(Forma Estándar Del Consentimiento De la Muestra)

Doy el permiso que Assistance League® de publicar en la impresión, electrónico, o formato visual la semejanza o la imagen de _____. Renuncio la cualquier derecha de la propiedad de la remuneración o del derecho de producción.

Nombre del participante (imprima por favor): _____

Firma: _____

Nombre del Padre/Guarda (imprima por favor): _____
(si es aplicable)

Firma del Padre/Guarda: _____
(si es aplicable)

Fecha: _____

7-25

“Volunteers...reaching out to fulfill community needs”

A Chapter of NATIONAL ASSISTANCE LEAGUE®

108 University Avenue, San Diego, California 92103 (619) 298-7050 Fax (619) 298-9504

algsd1@gmail.com

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Page 5 of 5