

San Ysidro School District Governing Board

AGENDA

Thursday
November 12, 2020
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board shall be held by teleconference. Trustees of San Ysidro School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment may be submitted by email to publiccomment@sysdschools.org on or before Thursday, November 12, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (484) 424-4203 and enter the access code 826 335 060#. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

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, OCTOBER 15, 2020

5:00 p.m.

Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board was held by teleconference. Trustees of the San Ysidro School District Board and the public participated in this meeting via teleconference. The Public viewed this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment may be submitted by email to publiccomment@syzschools.org on or before Thursday, October 15, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (260) 226-6259 and enter the access code 879 515 994#. Closed Session was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 5:02 p.m.

President Gurmilan announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

President Gurmilan announced that no Board Member has expressed doubt that Board Members participating by teleconference are not so.

All votes during this meeting were completed by roll call.

3. AGENDA

The Board approved the agenda for the meeting.

Motion: Martinez Second: Pallasigue Vote: 5-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Persons who wish to comment on topics included on the Closed Session Agenda item were invited to submit comments via email to the following email address publiccomment@syzschools.org on or before Thursday, October 15, 2020 at 3:00 pm. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

There were no public comments.

Board Member Pallasigue made a motion to recess to Closed Session, seconded by Board Member Irene Lopez. The vote was 5-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:08 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 1

5.2 GOVERNMENT CODE SECTION 54957 (Farkas)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.3 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 6:00 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: 6:00 p.m.

President Gurmilan announced that this Governing Board meeting is conducted pursuant to Governor Newsom’s Executive Order N-29-20.

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

Mr. Humberto Gurmilan, Board President

Mr. Antonio Martinez, Board Vice-President

Mr. Rudy Lopez, Board Clerk

Mrs. Irene Lopez, Member

Mrs. Rosaleah Pallasigue, Member

8. FLAG SALUTE by Humberto Gurmilan, Board President

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who want to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address publiccomment@sycdschools.org on or before Thursday, October 15, 2020 at 3:00 pm. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

There were no public comments.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Pallasigue, Commented: 1) She is feeling positive with the direction we are heading. 2) Her heart is with the community and world. 3) The Board is always open to feedback. 4) Thanked cabinet and unions for their collaboration. We are all looking for the best possible scenario and safest solution for everyone.

Board Member Irene Lopez, Commented: 1) There is a need for the Board to keep in touch with the community so they can know what is happening. 2) Talk to your principal for anything that your child may need. 3) Commended Mr. Madera and his staff. She knows it's not easy. 4) Commended teachers and classified staff for their hard work. 5) Maintenance and transportation staff concerns are important. Staff should share their concerns with Mr. Azevedo. 6) Commended management and thanked them. 7) The Board is here to help and support. We are a family.

Board Clerk Rudy Lopez, Commented: 1) Thanked everyone for their continued patience. 2) We are doing well. 3) Hope we continue doing a good job as a team.

Vice-President Martinez, Commented: 1) We have the best school district. Thanked teachers and classified staff for their commitment. 2) Thanked the administration. 3) We are doing a great job. Other school districts are looking at us as an example of what to do during COVID. 4) Visited La Mirada School. Thanked Mr. Azevedo and his team for making the school facility safe for blended learning. 5) The soccer stadium that is being built at La Mirada will have lights. Children can play soccer at night if we are able to give them that opportunity. 6) He would like to see more community involvement in the Long Range Master Facility Plan Board meetings, particularly, what we will do with the Beyer site. Next meeting is October 29, 2020 at 5 p.m.

President Gurmilan, Commented: 1) Thanked parents, classified staff, administrators, teachers, legal counsel and the Board for working together and doing an awesome job. Everyone's come together. 2) Reminded everyone to register to vote. Your vote impacts this school district. 3) Today is the last day for the Census. Go online and fill it out if you can. This also affects our district. 4) Have a safe Halloween. 5) He is very proud to be a part of this district.

Superintendent Potter, Commented: 1) Thanked the Board for their leadership in making sure we lead as a family and take care of our community. 2) Thanked staff and Mr. Calleros for launching the in person YMCA limited program. We are open for kindergarten through second grade and middle school. 3) Encouraged students to turn their video cameras on during their lessons with teachers. 4) Family survey number three was completed. About sixty percent of our families want blended learning and forty percent want to stay in distance learning. 5) Thanked Hearts & Hands for their food bank held at Vista Del Mar Middle School. 6) Thanked the Communication Workers of America for donating six tablets to our school district for the children most in need to address the digital divide. 7) Thanked Mr. Chaisongkram who brought the partnership with the U.S. Soccer Foundation for Soccer Mini Pitches at La Mirada, Ocean View Hills and San Ysidro Middle Schools. Thanked the US Soccer Foundation and Target for funding it. 8) Thanked everyone for their acts of kindness.

11. GENERAL ADMINISTRATION

11.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of September 17, 2020 and minutes of the Special Board Meeting of September 10, 2020.

Motion: Martinez Second: Pallasigue Vote: 5-0

11.2 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 0000 SERIES (Potter/Gonzalez)

The Board approved First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 0000 series.

Motion: Pallasigue Second: Martinez Vote: 5-0

11.3 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 1000 SERIES (Farkas/Gonzalez/Potter)

The Board approved First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 1000 series.

Motion: Martinez Second: I. Lopez Vote: 5-0

11.4 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES - 2000 SERIES (Potter)

The Board approved First Reading and Adoption of Revised Board Policies - 2000 series.

Motion: I. Lopez Second: Pallasigue Vote: 5-0

11.5 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 3000 SERIES (Adrianzen)

The Board approved First Reading and Adoption of Revised Board Policies and Administrative Regulations -3000 series.

Motion: I. Lopez Second: Martinez Vote: 5-0

11.6 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 4000 SERIES (Farkas)

The Board approved the First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 4000 series.

Motion: Martinez Second: Pallasigue Vote: 5-0

11.7 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 5000 SERIES (Gonzalez)

The Board approved First Reading and Adoption of Revised Board Policies and Administrative Regulations - 5000 series.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

11.8 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES (Gonzalez)

The Board approved First Reading and Adoption of Revised Board Policies and Administrative Regulations - 6000 series.

Motion: Martinez Second: Pallasigue Vote: 5-0

11.9 COLLECTIVE BARGAINING AGREEMENT WITH THE CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION AND AB1200 (Adrianzen)

The Board approved/ratified the Collective Bargaining Memorandum of Understanding between the San Ysidro School District and the Classified School Employees Association about the Coronavirus Response (COVID-19 Epidemic and the Safe Reopening of Schools) for the period of July 1, 2020 through June 30, 2021 and the submittal of AB1200 to the San Diego County Office of Education.

Motion: I. Lopez Second: Gurmilan Vote: 5-0

11.10 COLLECTIVE BARGAINING AGREEMENT WITH THE SAN YSIDRO EDUCATION ASSOCIATION AND AB1200 (Adrianzen)

The Board approved/ratified the Collective Bargaining Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association (SYEA) regarding the COVID-19 Coronavirus and Opening Schools for the 2020-2021 School Year for the period of July 1, 2020 through June 30, 2021 and the submittal of AB1200 to the San Diego County Office of Education.

Motion: I. Lopez Second: Pallasigue Vote: 5-0

11.11 APPOINTMENT OF ASSISTANT SUPERINTENDENT OF EDUCATIONAL LEADERSHIP, PUPIL SERVICES AND SAFETY (Potter)

The Board approved the appointment of Dr. David Farkas to Assistant Superintendent of Educational Leadership, Pupil Services and Safety.

Motion: I. Lopez Second: Pallasigue Vote: 5-0

11.12 APPOINTMENT OF EXECUTIVE DIRECTOR OF HUMAN RESOURCES (Potter)

The Board approved the appointment of Linda Gonzales to Executive Director of Human Resources.

Motion: Martinez Second: I. Lopez Vote: 5-0

11.13 APPOINTMENT OF EXECUTIVE DIRECTOR OF EDUCATIONAL SERVICES (Potter)

The Board approved the appointment of Cynthia Gonzalez to Executive Director of Educational Services.

Motion: Martinez Second: I. Lopez Vote: 5-0

11.14 REVISED 2020-2021 CONFIDENTIAL SALARY SCHEDULE (Farkas)

The Board approved the revised 2020-2021 Confidential Salary Schedule to include the new position of Human Resources and Business Services Technician.

Motion: I. Lopez Second: Martinez Vote: 5-0

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Item 12B.2 for discussion and to be voted on separately.

Motion: R. Lopez Second: Martinez Vote: 5-0

12A. PERSONNEL – CERTIFICATED

EMPLOYMENT (Farkas)

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

12A.1 Temporary Classroom Teachers

12B. CURRICULUM & INSTRUCTION

12B.1 LICENSES FOR THE EDPUZZLE PROGRAM FOR SAN YSIDRO MIDDLE SCHOOL (Gonzalez/Rodriguez)

The Board approved the purchase of licenses for the Edpuzzle Program for San Ysidro Middle School at the total cost of \$1,200.00 from the C.A.R.E.S. Act Fund.

12B.2 PROFESSIONAL DEVELOPMENT (Gonzalez) -Pulled to be voted on separately.

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
Marianna Rochin	2020 CAPTAIN Summit	Online	November 2, 2020	\$0	No Cost
Gina A. Potter, Cynthia Gonzalez, Oscar Madera, Maria Rodriguez, Maria Preciado, Manuel Bojorquez, Nadia Aviles, Laura English, Lorena Varela-Reed, Denise Villezcas, Erika Meza, Veronica Medina, Omar Calleros	ACSA 2020 Leadership Summit	Online	November 5-6, 2020	\$3,857.00	General Fund
Nadia Aviles	ACSA Pupil Services Academy	Online	Sept. 11-12, 2020 Oct. 23-24, 2020 Dec. 11-12, 2020 Jan. 8-9, 2021 Feb. 19-20, 2021 Mar. 12-13, 2021 Apr. 16-17, 2021	\$1,285.00	Title II Fund
Cynthia Gonzalez, Luis Ramos	AVID District Leaders' Network	Online	September 23, 2020	\$0	No Cost
Irene Herrera Cevallos, Maria Rodriguez, Maria Preciado	AVID Principals' Network	Online	September 22 & 24, 2020	\$0	No Cost

David Farkas, Cynthia Gonzalez, Kathleen Cordero, Nadia Aviles	California Healthy Kids Survey Administration Training	Online	October 28, 2020	\$0	No Cost
Nadia Aviles	Chronic Absenteeism Webinar	Online	January 12, 2021	\$90.00	Title II Fund
Oscar Madera, Kathleen Cordero, Maria Rodriguez, Laura English, Cinthia Nunez, Karla Vazquez, Jerome Ryan, Jennifer Srisouraj, Maria Raygoza, Kayla Edgmond	Co-Teaching: Making Distance Learning Accessible to English Learners with Disabilities	Online	October 12-13, 2020	\$0	No Cost
Humberto Gurmilan Dr. Gina Potter Dr. David Farkas Marilyn Adrianzen Amber Elliott Yolanda Olszewski Tina Zabala, Parent LCAP/DBAC Members - TBA	Governor's Budget Workshop	Online	January 15, 2021	\$240.00 per participant-- Not to exceed \$2,880	General Fund
Veronica Medina	Homelessness, Housing, and Measure A	Online	October 15, 2020	\$0	No Cost
David Farkas, Nadia Aviles, Veronica Medina, Omar Calleros	Issues in Student Services	Online	October 28, 2020	\$0	No Cost
Nadia Aviles	Legislative Update Webinar	Online	November 17, 2020	\$90.00	Title II Fund
Nadia Aviles	Managing Students Who Self-Injure	Online	October 12, 2020	\$0	No Cost
Cynthia Gonzalez, Adriana Aguilar, Luis Ramos	MEGA Network Meetings	Online	Sept. 30, 2020 Oct. 28, 2020 Dec. 2, 2020 Dec. 16, 2020	\$0	No Cost
Marianna Rochin	PEERS Adolescent Parent-Assisted Certified Training Seminar	Online	October 5-7, 2020	\$0	No Cost
Lupita Garcia, Dalia Gonzalez, Sylvia Robledo	School Counselor Convening Series	Online	Sept. 23, 2020 Jan. 20, 2021 Apr. 21, 2021	\$0	No Cost

Nadia Aviles	Section 504 Training	Online	February 2, 2021	\$100.00	Title II Fund
Veronica Medina	Supporting Foster Youth with Intellectual and Developmental Disabilities Series	Online	Nov. 2-3, 2020 Nov. 4, 2020	\$0	No Cost
Nadia Aviles	Suspension & Expulsion Training	Online	October 6, 2020	\$0	No Cost
Omar Calleros	The Digital Learning Gap Virtual COX Communications Event	Online	September 29, 2020	\$0	No Cost

Vice-President Martinez made a motion, seconded by Board President Gurmilan for discussion. After discussion, Vice-President Martinez amended the motion, seconded by Board President Gurmilan to include in the Governor’s Budget Workshop a cost not to exceed \$2,880.00. The vote was 5-0.

12C. BUSINESS

12C.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period September 8, 2020 through October 6, 2020.

12C.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of August 3, 2020 through September 4, 2020 for a total expenditure of \$935,571.26.

12C.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$3,383.00 to help support and enrich our educational programs.

12C.4 FIRST QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2020-21 (Adrianzen)

The Board accepted the Report of William’s Settlement related complaints for the first quarter from July 1, 2020 to September 30, 2020 of the 2020-21 school year for submission to the San Diego County Office of Education.

12C.5 AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA (Adrianzen)

The Board approved/ratified the agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2020 to September 30, 2021 at an estimated cost of \$4,700.00 from the General fund.

12C.6 AGREEMENT WITH AARDVARK ANT AND PEST CONTROL – ADDENDUM NO. 3 (Adrianzen/Azevedo)

The Board approved/ratified Addendum No. 3 to the agreement with Aardvark Ant & Pest Control for pest control service at San Ysidro Middle School and Vista Del Mar Middle School at an estimated annual cost of \$6,810.00 from the General fund.

12C.7 AMENDMENT NO. 1 TO THE FLEETWASH, INC. AGREEMENT (Adrianzen/Azevedo)

The Board approved/ratified the amendment to the Fleetwash, Inc. Agreement to provide washing of transportation vehicles during school year 2020-21 at an estimated annual cost of \$3,000.00 from the General fund.

12C.8 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT – AMENDMENT NO. 1 (Gonzalez/Reed)

The Board approved/ratified Amendment No. 1 to the California State Department of Education Contract No. CSPP-0476 for the Preschool & Child Development Programs fiscal year 2020-2021 adding contract language to include the San Diego County Pilot Plan.

12C.9 CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2021-2022 (Gonzalez/Reed)

The Board approved the application for continued funding for the District's State Preschool and Child Development Program serving children 3 to 5 years of age for fiscal year 2021-2022.

12C.10 AGREEMENT WITH THE CHILDREN’S INITIATIVE (Gonzalez/Reed)

The Board approved the Agreement with The Children’s Initiative - Childhood Injury Prevention Project for virtual parent educational training during school year 2020-21 at no cost to the District.

12C.11 2-YEAR AGREEMENT WITH ACHIEVE3000 FOR DIFFERENTIATED LITERACY FOR VISTA DEL MAR MIDDLE (Gonzalez)

The Board approved the 2-year agreement with Achieve3000 for a Differentiated Literacy Solution package for Vista Del Mar Middle School at the cost of \$35,919.00 from the C.A.R.E.S. Act fund.

12C.12 MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE IMPLEMENTATION OF THE FOSTER FOCUS DATA SYSTEM (Gonzalez)

The Board approved/ratified the Memorandum of Understanding with San Diego County Superintendent of Schools for the Foster Focus Data System to properly transfer education records between schools of pupils in foster care at the cost of \$500.00 per year for a total of \$2,000.00 to be paid from the General fund.

12C.13 AGREEMENT WITH MYPT SAN DIEGO FOR 2020-2021 SCHOOL YEAR (Gonzalez/Madera)

The Board approved/ratified the agreement with MyPT San Diego at a cost up to \$40,000.00 from the Special Education and C.A.R.E.S Act funds.

12C.14 AGREEMENT WITH SOUTH BAY COMMUNITY SERVICES FOR MENTAL HEALTH SERVICES (Gonzalez/Madera)

The Board approved the agreement with South Bay Community Services to provide Mental Health Services at the estimated cost of \$370,145.00 from the C.A.R.E.S. Act fund.

12C.15 LICENSE SUBSCRIPTION AGREEMENT WITH FORMATIVE FOR THE VIRTUAL & IN-PERSON FORMATIVE SOLUTION AT SAN YSIDRO MIDDLE SCHOOL (Gonzalez/Rodriguez)

The Board approved/ratified the license subscription agreement with Formative for Virtual/In-person Formative Solution for San Ysidro Middle School at the total cost of \$4,530.00 from the C.A.R.E.S. Act Fund.

12C.16 LICENSE AGREEMENT WITH CLASSWORK, CO. FOR THE CLASSKICK WEB PROGRAM AT SAN YSIDRO MIDDLE SCHOOL (Gonzalez/Rodriguez)

The Board approved/ratified the license agreement with Classwork, Co. for the Classkick Web Program for San Ysidro Middle School at the total cost of \$749.00 from the C.A.R.E.S. Act Fund.

12C.17 BORDERLAN NETWORK SECURITY SUBSCRIPTION RENEWALS (Adrianzen/Lewis)

The Board approved the ESET, FortiGate and Veeam subscription renewals through BorderLAN Network Security at an annual cost of \$55,801.01 from the General Fund.

12C.18 EDUPOINT SYNERGY STUDENT INFORMATION SYSTEM UPGRADE (Gonzalez/Lewis)

The Board approved the Synergy Student Information System upgrade through Edupoint at an estimated cost of \$6,000.00 from the General Fund.

12C.19 AGREEMENT WITH LORD ARCHITECTURE INC. (Adrianzen/Azevedo)

The Board approved the agreement with Lord Architecture Inc. to provide architectural and engineering services for a new generator at the district office location in an estimated amount of \$51,080.00 from the 2017 COPS remaining funds.

12C.20 MEMORANDUM OF UNDERSTANDING WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA SAN DIEGO (Adrianzen)

The Board approved the Memorandum of Understanding with Regents of the University of California San Diego to conduct the Safer at School Early Alert (SASEA) Pilot Program at Smythe and Sunset Elementary Schools at no cost to the District.

Vice-President Martinez made a motion to adjourn, seconded by Board Member Pallasigue. The vote was 5-0.

13. ADJOURNMENT Time: 6:46 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
LONG RANGE MASTER FACILITY PLAN (LRMFP)
VIRTUAL TOWN HALL
THURSDAY, OCTOBER 1, 2020
5:00 p.m.

Pursuant to Governor Newsom’s Executive Order N-29-20, this Special Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public viewed this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment and questions were submitted by email to publiccomment@syzdschools.org on or before Thursday, October 1, 2020 by 6:00 pm. To listen to this meeting in Spanish, please call 1 (978) 435-0140 and enter the access code 820 620 396#. **Should a quorum of the Board not be present for the meeting, the Special Meeting will be adjourned and the District will proceed with the Long Range Master Facility Plan Virtual Town Hall for Smythe, La Mirada and Child Development Center & Preschool.**

Minutes

1. CALL TO ORDER Who: President Gurmilan Time: 5:01 p.m.

President Gurmilan announced that this Governing Board meeting is conducted pursuant to Governor Newsom’s Executive Order N-29-20.

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 -*Absent (Watching via YouTube)*
- Mrs. Irene Lopez, Member
- Mrs. Rosaleah Pallasigue, Member - *Absent*

3. FLAG SALUTE by Humberto Gurmilan, Board President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: Martinez Second: Gurmilan Vote: 3-0

All votes during this meeting were completed by roll call.

5. GENERAL ADMINISTRATION

5.1 VIRTUAL TOWN HALL MEETING TO SEEK COMMUNITY AND STAKEHOLDER INPUT REGARDING THE DEVELOPMENT OF THE LONG RANGE MASTER FACILITY PLAN - SMYTHE, LA MIRADA AND CHILD DEVELOPMENT CENTER & PRESCHOOL (Adrianzen)

WLC Architects, Inc. President Jim DiCamillo facilitated this Virtual Town Hall Meeting to seek community and stakeholder input regarding the development of the district’s Long Range Master Facility Plan for Smythe, La Mirada and Child Development Center & Preschool. Public comments and questions were submitted via

email by 6:00 p.m. on or before Thursday, October 1, 2020 at publiccomment@sysdschools.org. Public comments and questions were read and answered following the presentation. Public comments and presentation are attached.

Vice-President Martinez made a motion to adjourn, seconded by President Gurmilan. The vote was 3-0.

6. ADJOURNMENT Time: 6:19 p.m.

Respectfully Submitted,

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

Public Comments for the October 1, 2020 - Special Board Meeting LRMFP Virtual Town Hall

5.1 LONG RANGE MASTER FACILITY PLAN - SMYTHE, LA MIRADA AND CHILD DEVELOPMENT CENTER & PRESCHOOL - VIRTUAL TOWN HALL

	Agenda/ Non Agenda Item	Comment
1	Preschool Facilities Input	<p><u>Please Remember:</u> When examining the safety of our preschool campuses, it must be remembered that these facilities are not being used only by typically developing students as young as age three. These facilities are also being used by preschool students with special needs who may be more likely to do things like run away, climb inappropriate structures, and jump off of high places. These students are also more likely to have mobility needs including general clumsiness and use of walkers and wheelchairs. Additionally, these facilities are being used by the preschool special education assessment team who works with many students who are still 2 years old and who have no experience being supervised in a large group.</p> <p><u>Playgrounds:</u> Playgrounds need to be fully fenced in. Currently, playgrounds at two of our preschool sites have spaces where the fencing is too high off the ground or not joined tightly enough and students can slip under/between the fencing. This can lead to unsafe situations both with students leaving a supervised area and with students hurting themselves trying to slip under/between the fencing. Additionally, at CDC, there is no fence between the two playgrounds. This means that students can easily run off of the playground where their class is being supervised. This can lead to unsafe situations for students who do run across undetected, and means that the entire attention of one teacher must be devoted to supervising this crossing rather than to enriching the students' outdoor learning time. Furthermore, the latches on some fences at multiple sites are within student reach. This is, again, a safety hazard as students can open the fences themselves and leave supervised areas. If we are unable to lock these fences during recess time due to concerns with needing to be able to quickly leave the playground in the event of an active shooter, we at least need to make fencing high enough that the latches are accessible to adults only.</p> <p>In addition to fencing, the shape of some of the playgrounds leads to supervision difficulties. Areas like passages between or next to classrooms with high walls that teachers cannot see past need to be fenced off so that students are not able to get into these spaces and play unsupervised.</p> <p>Another safety concern that arises on our playgrounds is having an appropriate, and clearly marked space for a bike track. When students are moving quickly on bikes and encounter slower moving pedestrian students or students with mobility challenges, danger can arise. We need, on each playground, an evenly paved space that has clear painting to mark it as the bike track and also to mark the direction in which students</p>

should be riding. This leads to another safety concern on our playgrounds which is **even ground**. At CDC there are many cracks and bumps in the pavement and holes in the rubber padding under play structures. Preschool students are still developing their gross motor skills and navigating these obstacles can result in injury, especially for any students with mobility needs or devices like wheelchairs and walkers.

We also need more **shade** on our preschool playgrounds. Not only do we need shade over rest areas like picnic tables, but also over play spaces like sandboxes, water tables, and open grass. We need permanent shade structures and trees, as opposed to umbrellas and other structures that are prone to easy breakage, sun damage, wind damage, or being knocked down by wind and enthusiastic students. Students of this age have not yet developed a strong connection with their biological needs and, therefore, are unlikely to take needed shade breaks on their own. Additionally, living in a place like southern California in the time of global warming, the sun is only going to get more intense as the years pass.

I have two additional comments on our playgrounds which are a desire that would make my life as a teacher easier rather than a safety concern. When improving our current playgrounds or building new ones, please include **standing sand and water tables** rather than in-ground ones. Students get sand in their shoes and socks in the in-ground sand boxes and in their diapers, which I am sure is thoroughly uncomfortable for them. Additionally, the sand is more readily thrown out of the in-ground sand boxes and more readily used by neighborhood cats as a litter box. Please also put **lock boxes over water valves**. I have students who have figured out how to open the water valves on the playground and made quite the mess of themselves, me, and the playground in the process.

General Campus Safety:

Please make sure there is a place for the **busses to pull directly up to the front of a safe location** on the preschool campus such as the front gates or a classroom door. Currently at CDC, classroom aides have to walk up to the Smythe parking lot and get students off of the bus, then walk them out to the sidewalk and in through the CDC parking lot. This provides many opportunities for students to run away from the class directly onto Smythe Ave. This also reduces the number of adults able to supervise students in the classroom during arrival and dismissal times when the classroom teacher is likely to be tending to the needs and questions of parents who are picking up and dropping off their students.

Please also consider **evacuation needs** during a school emergency. At CDC, students are evacuated into the unfenced parking lot. This provides many opportunities for students to run out onto Smythe Ave., which they are even more likely to do when they are scared by the loud noises of an alarm and the change in routine of an evacuation. Additionally, having students in the parking lot hinders the ability of emergency vehicles to access the campus in the event of an emergency. Furthermore, there is only one safe exit route from campus (we've been told the stairs between Smythe and CDC are not safe to use with students). Where do we go if the threat is coming from the front of the campus? **Mobility needs** must also be considered as well as practicality should we need to vacate to an off-campus location or cover a lot of distance (say needing to evacuate to the opposite end of the giant OVH campus). Three year olds with special needs generally do not move quickly or in unison, especially if you are also dealing with students who use walkers or wheelchairs or students who are running away from the group, reducing the number of adults able to

tend to the remaining students. Should we need to cover distance quickly, something like buggies or multi-strollers into which we can strap students may be our best hope at getting all students away from danger before it's too late.

Bathrooms:

All preschool classrooms need to have **in-classroom, preschool-sized toilets** (kindergarten toilets are much too large for preschool students, they fall in). CDC has great in-classroom bathroom facilities. This allows for students who have low body awareness to move quickly to the restroom when needed and allows teachers to supervise both students in the restroom and the classroom at the same time. It also reduces potential safety hazards from students wandering away during out-of-classroom bathroom breaks. It is also thoroughly convenient that the classrooms at CDC also have **in-classroom adult sized toilets**. This really reduces the amount of supervision lost when staff need to use the restroom as they do not need to travel to a different space on campus and potentially wait for other staff members or visitors already using the restroom.

Special Education classrooms need to have **facilities for potty training students**. This requires a single room with a preschool-sized toilet and space for a changing table with stairs as well as a place to store student clothes and diapers and to dispose of diapers in a safe manner that will not make classrooms stink (trash cans with lids work fine). Since we do not know how many general education vs. special education classrooms we will need in the future, outfitting all preschool classrooms with a space that can accommodate potty training is likely the smartest idea (making a space this big with a preschool-sized toilet, no need to put in changing tables until we need them). CDC is already outfitted appropriately in this regard. We also need to make sure that **in-classroom bathrooms have their own air conditioning vent or have separate fans that work for cooling**, not just ventilation. HCAs end up spending up to an hour at a time in these bathrooms lifting students and changing their diapers. They get hot quickly and classroom air conditioning is not enough.

Furthermore, all preschool classrooms need a **sink** with paper towel dispenser and soap dispenser that is **sized appropriately for preschool students and a separate one that is sized appropriately for adults**. Having to have students stand on a stool to reach the sink is sometimes unsafe and often impossible for students who use walkers or wheelchairs. Having teachers constantly bend down to reach the sink contributes to the development and exacerbation of back problems.

Classroom Needs:

We need **all preschool classrooms to be walker and wheelchair accessible**. I say all preschool classrooms for three reasons: 1. Students with physical disabilities do not necessarily also have cognitive impairments that necessitate their participation in a special education classroom, so we could, at any time, have students who use walkers or wheelchairs placed in general education classrooms, 2. We need to have the ability to mainstream students with physical disabilities into the general education classrooms, and 3. You never know when you will need a classroom to function as a general education classroom or a special education classroom, so you're better off designing all of the classrooms to be accessible so that you can change their utilization as needs change (Universal Design). To make classrooms wheelchair and walker accessible, we need to have **classrooms that are big enough** to accommodate the necessary furniture for a classroom as well as walkways and workspaces that are large enough for walkers and wheelchairs. We also need to have classroom **doors that open on ground level or have ramps** that go to classroom doors (at present, I think

all pre-k classrooms have this. Hooray!). This also helps accommodate parents who bring siblings in strollers with them to pick up their students (again, Universal Design).

Please **eliminate carpeting** in preschool classrooms. We have students who are in the midst of potty training and may have bathroom accidents in class. This is much harder to clean out of carpeting than hard surfaces. We also have students who may not have the body awareness to get to a toilet before throwing up nor the communication abilities to tell us that they don't feel well. Again, cleaning vomit out of carpet is far more difficult than cleaning it from hard surfaces. Especially in the time of COVID, this sanitation concern is also a safety concern.

Since we are required to keep classroom doors locked during the school day in case of an active shooter, please add **doorbells** which visitors can ring when they need to get into our classrooms. At present, we cannot hear people who are knocking on our doors during the school day and frequently end up losing instructional time to first, taking phone calls from the office about disgruntled visitors who can't get into our classrooms, then having to go wait for them at the door as they make their way from the office back to our classrooms once again.

Please make sure all classrooms have adequate **storage**, even trailer classrooms. Some of the classrooms in main buildings have great storage cabinets built into the classrooms themselves, then more fantastic storage cabinets and drawers in the hallways. The trailer classrooms have no storage, which makes it difficult to keep adequate materials on hand for teaching our students.

If two teachers are sharing a classroom, please make sure that there is a **separate space for teachers to work** during the other teacher's class. In some classes there are office spaces in the classroom, some have a hallway outside of the classroom with desk space. Both work, just please make sure the space exists. Teachers cannot effectively concentrate on their work when a class is being held around them.

While most furniture in preschool classrooms needs to be short so that teachers can easily supervise small students, there should be at least **one piece of furniture that is waist to chest high for teachers** so that there is a space where we can work while standing up straight. We end up needlessly hurting our backs because we have to bend over while tending to cleaning and organizing tasks on top of short shelves and tables.

Campus Needs:

All preschool classrooms need **easy access to cafeteria and nurse/LVN** services. At present these are easy to access on some campuses, but not others. If we make one big preschool campus, they need their own cafeteria and nurse/LVN.

If we intend to keep preschool classrooms spread between multiple school sites, please physically **cluster the preschool classrooms** together so that it is easy for us to work with each other and have students move between the classrooms for activities such as mainstreaming.

If we make one large preschool campus, we need several **non-classroom spaces** on campus. We need:

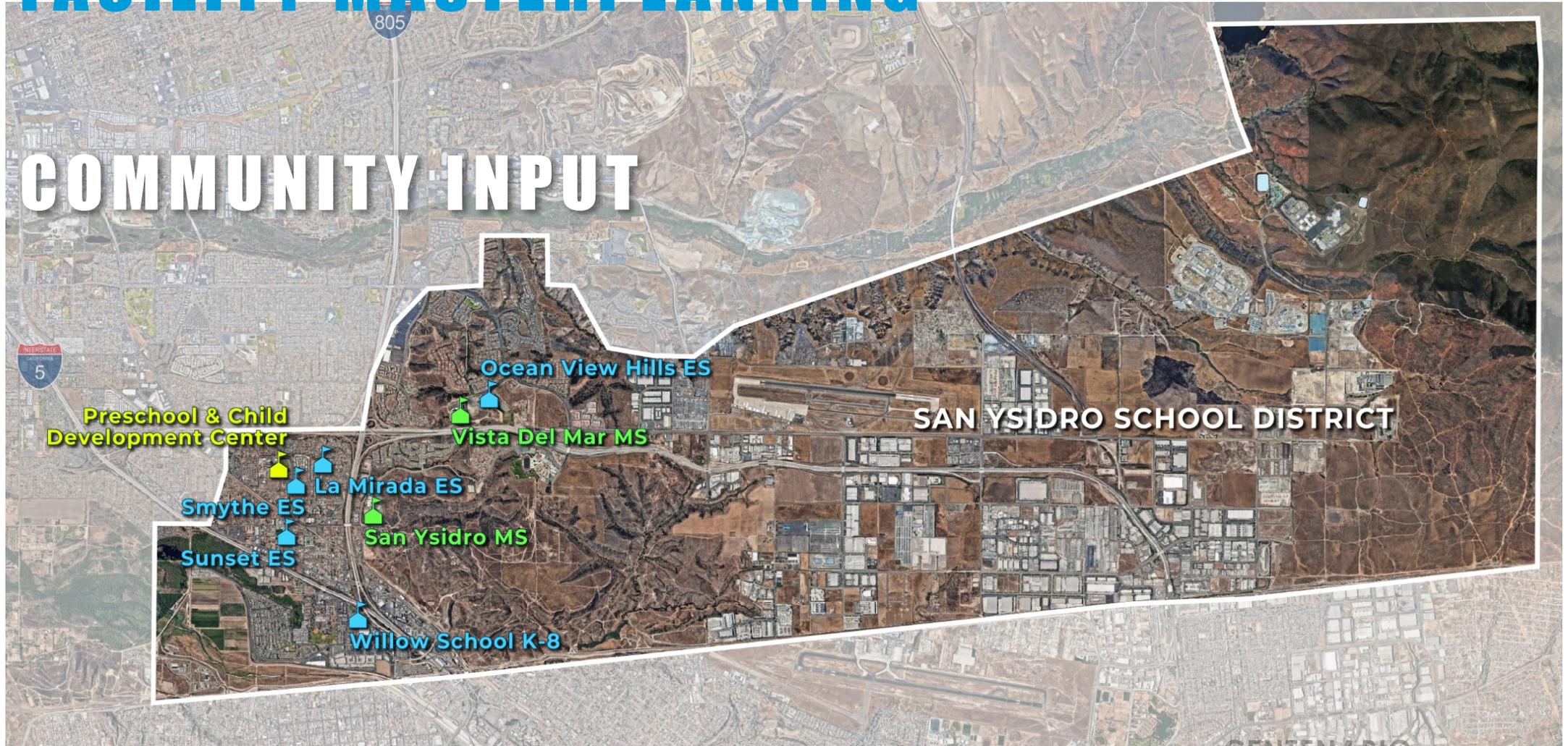
1. A **large meeting room** where we can hold parent trainings as well as whole staff meetings. This space could also be used for events like picture day and vision and

		<p>hearing screenings.</p> <p>2. Several smaller meeting spaces that can hold up to 10 people. This way we can hold multiple IEP/parent conference/small staff meetings at a time. These spaces could also be used by DIS providers who travel between schools like OT and PT to work with students on their caseloads. We need several of these.</p> <p>3. A laundry facility that can be entered without walking through another classroom or meeting space (so teachers can access without disrupting other classes and meetings).</p> <p>4. A staff lounge for lunch breaks etc. This space should be reserved for staff only and should be used only for activities which will not be interrupted by teachers socializing during breaks (No IEP meetings, parent conferences, student assessments etc.)</p> <p>5. If teacher workspaces are not built into classrooms themselves, we could also build several small workspaces which teachers can use.</p> <p>6. A designated special education assessment classroom. This classroom can be smaller than most classrooms, but should be used only for special education assessment activities. Preschool completes a remarkable number of special education assessments each year and has been working with less than ideal spaces in which to complete these. The students who we are assessing are students who need a highly controlled environment in which to display their skills. The ideal assessment classroom would be a classroom with several attached office spaces into which assessors can pull students out of class for individual assessments.</p> <p>Furniture: We need more low, heavy, sturdy shelves appropriate for preschool classrooms. We just don't have enough to go around at the moment. I've been to the warehouse to look for more and we just don't have them.</p>
2	<p>Facility Meeting Input</p>	<p>Thank you for taking community input about the District's Master Facility plans. My comments are regarding the status of La Mirada Elementary School. I am an employee of the District, working at La Mirada, so I have firsthand information on the school.</p> <p>A few years ago, the interiors of the classrooms and other facilities were renovated at La Mirada. Unfortunately, the improvements were not extended to the playgrounds. All of the playgrounds on the campus are in dire need of repairs.</p> <p>The Kindergarten area, in particular is in a dilapidated state. The repairs that are needed are beyond cosmetic, they are a safety issue. These are the details:</p> <ul style="list-style-type: none"> ● The blacktop surface is pitted and rough and that has led to many children getting scraped skin on their legs and arms. ● The rubber surface mat is falling apart. It is lifting up at the edges and there are holes which have caused the children to trip and fall. Big chunks of the rubber mat can often be found lying about as children are able to pull it up with just their hands. ● The chain link fencing around the Kinder playground is peeling up from the ground exposing sharp pieces of metal. There have been cases where children's feet/shoes have been caught on those pieces of metal. Same fence needs to be taller to prevent rubber balls from flying into the parking lot on a

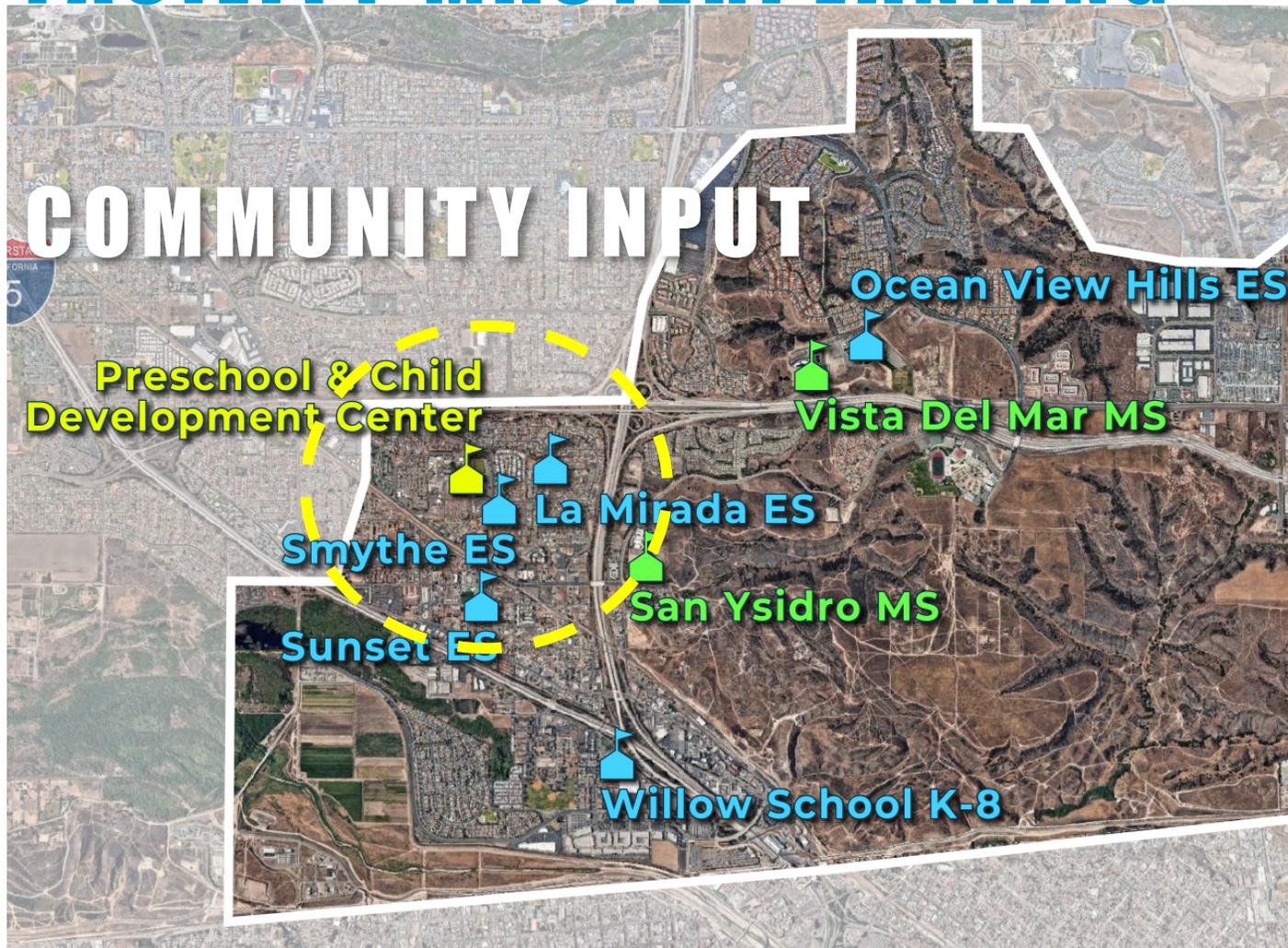
		<p>regular basis.</p> <ul style="list-style-type: none"> • There is huge sand box that takes up a good portion of the playground. The rusted out climbing equipment was removed, but the sand is still there and there have been cases of children putting sand in the water fountain, therefore causing it to clog up. The quality of the sand is more like dirt, and items such as big rocks, trash, glass and even animal feces have been found in it. At one point, maintenance put up caution tape around the sandbox, but that didn't last very long. • There is only one piece of climbing equipment for sometimes around 50 children. On that structure there is an exposed piece of rusted metal which is within reach of the children. <p>All of these safety hazards have been brought up to Administration and the District did send out an employee to assess the playground area. My understanding is that the school was told that it was a money issue. Now that Props T and U were approved by the voters in March of 2020, it is time to completely overhaul the La Mirada playgrounds to give the children the safe outdoor environment they deserve.</p>
3	Virtual Town Hall Comment	<p>As a former student and parent of 2 students and numerous nephews and nieces who have attended our district's fabulous preschool and child development program, I would like to express my support for the improvement of the preschool facilities in our district. As mentioned by a previous speaker, there are many things to consider to improve safety. We have a very gifted staff of teachers and instructional assistants who work for the preschool program. A new facility would make the program even better.</p> <p>I echo the comments of the previous speakers, including Mr. Martinez, but would also like to add that you might want to consider the Beyer site for a preschool and child development specific site. In addition, I would like to offer the idea of housing a mod-to-severe special education program there. Currently, and in the past, the district has incurred high costs in transporting and paying for students to attend non-public schools in other districts or private facilities such as Asetine and the Friendship School for students with moderate to severe special education needs. Bringing those students back to our district and providing an environment in which they can integrate with other children in their own community would be highly beneficial in the developing a child's social interactions with their own community.</p> <p>In addition, as a working parent, I want to advocate for a child care program/facility much like the district had in the past where parents can pay for care on a sliding fee scale and those that can afford to pay full price can pay full price. We are a working class community of varying resources and we need to be supported by our district and organizations within San Ysidro.</p>

FACILITY MASTERPLANNING

COMMUNITY INPUT



FACILITY MASTERPLANNING



Agenda:

- Master Planning Process
- Master Planning Projects
- Master Planning Product
- Site by Site Descriptions
- Community Input



San Ysidro
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QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

FACILITY MASTERPLANNING

PROCESS (Information and Input Gathering):

SEEKING INPUT FROM THE STAKEHOLDERS

- San Ysidro School District
- Individual School Sites
- **Community Groups**
- Students
- Governmental Agencies



FACILITY MASTERPLANNING

Facilities Challenges:

- **S:** Security
- **T:** Technology
- **E:** Evolution
- **M:** Maintenance
- **P:** Parity
- **S:** Sustainability



FACILITY MASTERPLANNING

Facilities Remedies:

- **Build** Something New
- **Renovate** Something Old
- **Improve** the Site / Grounds
- **Upgrade** the Furniture, Technology, and Equipment



FACILITY MASTERPLANNING

Security:

1. Install access control systems (smart locks) at all doors and gates
2. Install security cameras covering building perimeter
3. Reconfigure front office to reinforce as single point of entry
4. Enhance, install or replace site fencing

Technology:

1. Enhance SYSD's information technology network/backbone
2. Provide for increased student/staff access to the network (devices and cabling)
3. Upgrade/provide classroom instructional media tools (monitors, printers, projectors, etc.)

Evolutionary:

1. Provide 21st Century flexible furniture
2. Upgrade cabinetry and collaboration spaces to more flexible environments
3. Outfit instructional labs designed for 21st Century careers



FACILITY MASTERPLANNING

Maintenance:

1. Upgrade/replace roofing to protect building interiors
2. Paint all buildings and seal/repave parking lots
3. Limited replacement of site piping (water, sewer, storm drains, gas supply)
4. Replace play equipment and surfacing

Parity:

1. Replace portables with permanent construction
2. Align school facilities (buildings and site) to their current/projected enrollment
3. Comparably outfit instructional and support spaces across the District

Sustainability:

1. Upgrade building systems (lighting, HVAC, plumbing and controls) to conserve energy
2. Install healthier indoor materials (low volatile compound paint, flooring, tack walls, etc.)
3. Enhance natural daylighting



La Mirada Elementary School



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La Mirada Elementary School

Principal's Input:

- **Building Something New**

Permanent building to replace remaining portables
New Main Office Secure Entry Foyer to create a single point of entry

- **Renovate Something Old**

Nothing noted

- **Improve the Site / Grounds**

Replace playground equipment and safety surfacing
Complete east parking lot with curbs and lighting
Either maintain, or remove garden by east parking lot
Repair flooding condition along street frontage

- **Furniture, Technology, Equipment**

Nothing noted



Smythe Elementary School



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Smythe Elementary School

Principal's Input:

- **Building Something New**

New Main Office Secure Entry Foyer to create a single point of entry

- **Renovate Something Old**

Nothing noted

- **Improve the Site / Grounds**

Replace playground equipment and safety surfacing
Complete north parking lot with curbs and lighting

- **Furniture, Technology, Equipment**

Nothing noted



SYSD Child Development Center (CDC)



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SYSD Child Development Center

Principal's Input:

- **Building Something New**

Reconstruct or relocate entire campus into permanent location (La Mirada? Beyer?)

Add space for Staff Offices/Workrooms

- **Renovate Something Old**

Provide easy to clean surfaces (flooring, walls, etc.)

Provide operable connecting classroom for flexible enrollment and instruction

New Main Office Secure Entry Foyer to create a single point of entry

Provide more outdoor play equipment storage

- **Improve the Site / Grounds**

Elongate drop off lane

Additional parking needed during drop off and dismissal

Security needed at gates to Smythe ES

More variety of playground surfaces needed

Replace/install rubberized play surface outdoor play equipment

Construct instructional garden area

- **Furniture, Technology, Equipment**

Notes



Sunset Elementary School



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

Ocean View Hills Elementary School



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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
LONG RANGE MASTER FACILITY PLAN (LRMFP)
VIRTUAL TOWN HALL
THURSDAY, OCTOBER 29, 2020
5:00 p.m.**

Pursuant to Governor Newsom's Executive Order N-29-20, this Special Meeting of the San Ysidro School District Board was held by teleconference. Trustees of the San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment and questions were submitted by email to publiccomment@sysdschools.org on or before Thursday, October 29, 2020 by 6:00 pm. To listen to this meeting in Spanish, please call 1 (321) 866-6374 and enter the access code 675 859 460#. **Should a quorum of the Board not be present for the meeting, the Special Meeting will be adjourned and the District will proceed with the Long Range Master Facility Plan Virtual Town Hall for Ocean View Hills, Vista Del Mar Middle and San Ysidro Middle.**

MINUTES

1. CALL TO ORDER Who: President Gurmilan Time: 5:04 p.m.

President Gurmilan announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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 - *Absent*
Mrs. Rosaleah Pallasigue, Member - *Absent (Watching via YouTube)*

3. FLAG SALUTE by Humberto Gurmilan, Board President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: Martinez Second: Gurmilan Vote: 3-0

All votes during this meeting were completed by roll call.

5. GENERAL ADMINISTRATION

5.1 VIRTUAL TOWN HALL MEETING TO SEEK COMMUNITY AND STAKEHOLDER INPUT REGARDING THE DEVELOPMENT OF THE LONG RANGE MASTER FACILITY PLAN - OCEAN VIEW HILLS, VISTA DEL MAR MIDDLE AND SAN YSIDRO MIDDLE (Adrianzen)

WLC Architects, Inc. President Jim DiCamillo facilitated this Virtual Town Hall Meeting to seek community and stakeholder input regarding the development of the district's Long Range Master Facility Plan for Ocean View Hills, Vista Del Mar Middle and San Ysidro Middle. Public comments and questions were submitted via email

by 6:00 p.m. on or before Thursday, October 29, 2020 at publiccomment@sysdschools.org. Public comments and questions were read and answered following the presentation. Public comments and presentation are attached.

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

6. ADJOURNMENT Time: 6:03 p.m.

Respectfully Submitted,

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

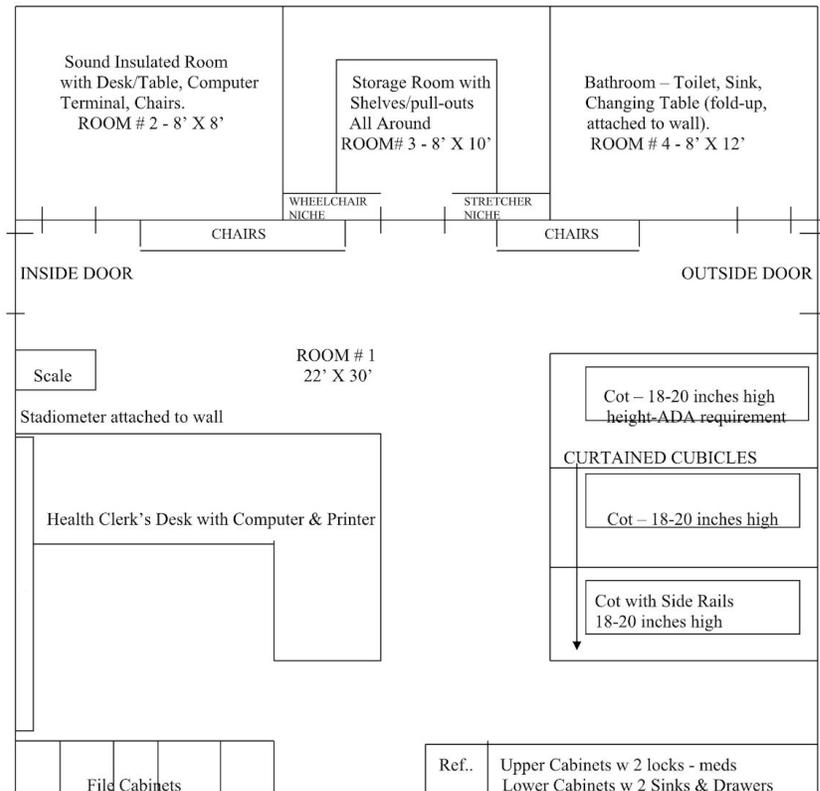
Public Comments for the October 29, 2020 - Special Board Meeting LRMFP Virtual Town Hall

5.1 VIRTUAL TOWN HALL MEETING TO SEEK COMMUNITY AND STAKEHOLDER INPUT REGARDING THE DEVELOPMENT OF THE LONG RANGE MASTER FACILITY PLAN - OCEAN VIEW HILLS, VISTA DEL MAR MIDDLE AND SAN YSIDRO MIDDLE

	Agenda/ Non Agenda Item	Comment
1	Input for Town Hall Meeting	<p>Hi,</p> <p>Hope this finds you and yours well.</p> <p>My biggest concern for physical plans for the future is for adequate health office facilities. The attached scale drawing of a floor plan and justification is based on experience and input from other school nurses. I have given this to district administrators for the past close to twenty years with no success. All of our health offices are inadequate for the traffic and the treatment needs that come our way.</p>

HEALTH OFFICE
ENTIRE SPACE 30 FEET BY 30 FEET

SCALE: 1/4"=1'
ALL DOORS 36" WIDE



RATIONALE FOR HEALTH OFFICE DESIGN

Based on 18 years of school nursing experience and on recommendations made by both California and National School Nursing organizations, Federal guidelines related to ADA the attached Health Office design is submitted.

1. The Family Educational Rights and Privacy Act (FERPA) requires that we carefully protect all information on students that is gathered by the school including health information – files should be in locked cabinets and out of traffic flow and waiting areas of the room.
2. Room # 2 should be used for private conferences between health staff, parents, etc. (FERPA) and for hearing screening (which requires a quiet space).
3. Storage (Room# 3) area should be large enough to accommodate all supplies and equipment and to safely store stretchers and wheelchairs and other equipment.
4. Treatment table in the bathroom allows for privacy during treatments such as bladder catheterizations.
5. Two sinks in the Health Office allow for a clean and dirty area for hand washing and cleaning of equipment.
6. Adequate counter and storage space associated with the sinks allows for proper storage of medications (Federal law requires secure locks on cabinets containing controlled substances - ADHD meds, etc.) and frequently used items such as thermometers and bandage materials.

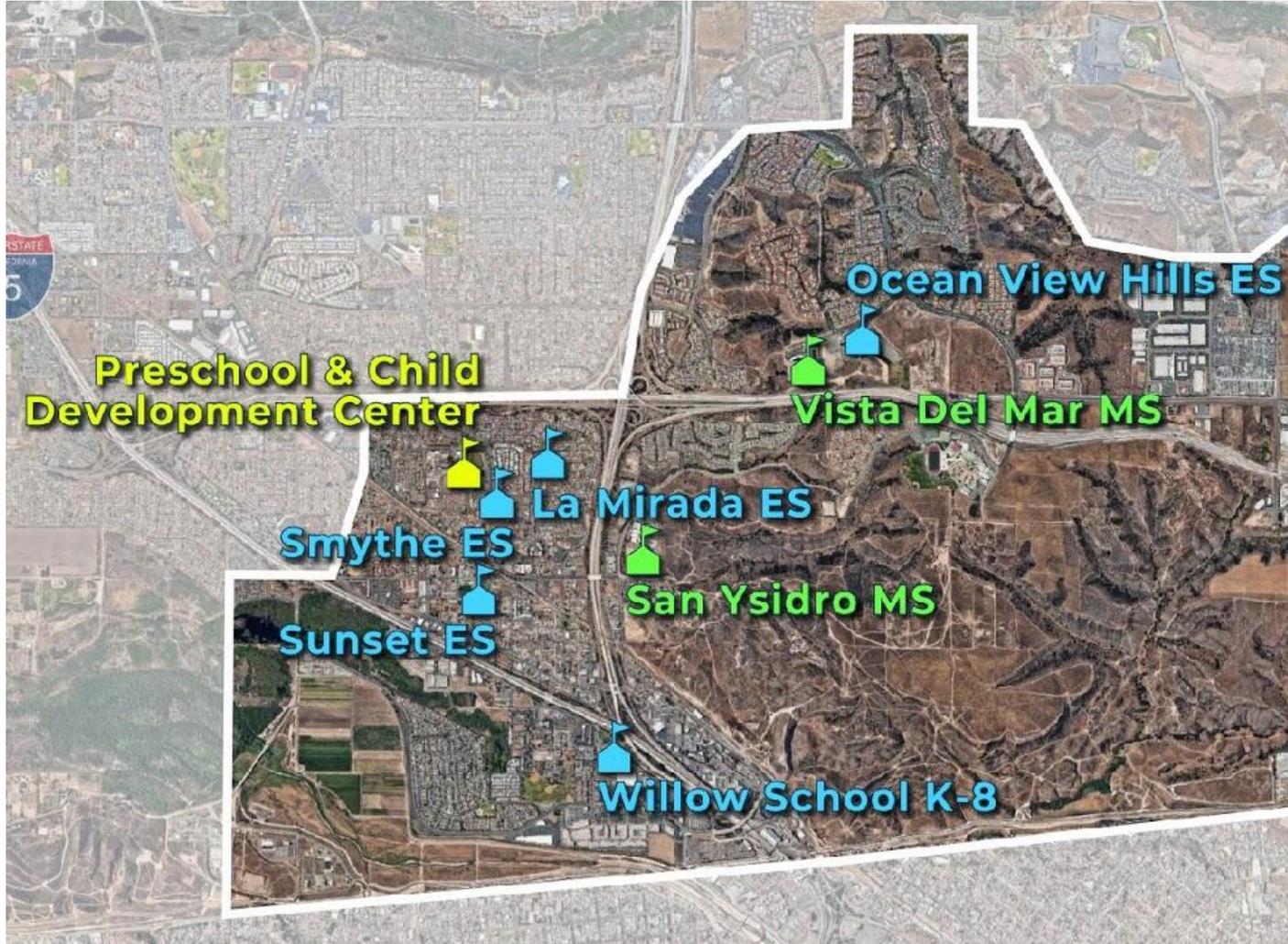
		<ol style="list-style-type: none"> 7. At least one cot in the Health Office should have side rails for safety (such things as observation of students with seizures). 8. Floor space should be adequate to allow for adult size students and the numbers that regularly come through the Health Office. 9. The word nurse should <u>not</u> be attached to the Health Office as this misleads parents and others. The persons generally manning the Health Office are unlicensed persons. It is against the law for unlicensed persons to call themselves nurses. 10. An accurate, well maintained balance beam scale and wall mounted stadiometer for height and weight measurement should be in every health office. 11. Wide doors for adequate handicapped and emergency (paramedics, stretchers, equipment) access. Sliding (inside) doors would make best use of space. 12. Refrigerator with large freezer and ice maker as ice packs are required in large numbers for various injuries seen in the Health Office. 13. The Health Office facilities are for students and staff of varying ages and sizes and, therefore, should be sized and designed to allow adequate provision of services for any age group. <p style="text-align: center;">OTHER FACILITIES</p> <ol style="list-style-type: none"> 1. Hydraulic Lift (free standing or attached to the wall) for one handicapped bathroom on campus. 2. Laundry Facility (large capacity washer and dryer) for special ed and health office laundry. 3. To help prevent spread of lice and other pests and diseases, facilities for storage of hats, coats, backpacks and other personal items in classrooms should be individual lockers/cubbies with solid walls or hooks on the wall at least 18 inches apart. <p>Please click on the link to view the document:</p> <p>https://drive.google.com/file/d/1P0V9IJ2s6ILvLUctOrKTBwcz64tuwV70/view?usp=sharing</p>
2	Question on bonds T and U	<p>Good evening,</p> <p>My question is what is the long range list of projects for Ocean View Hills and Vista Del Mar, and will those projects be listed and publicly available? Also, is there a priority list of these projects in order of importance that again will be made publicly? As these are public funds I think it is only right for the district to make a public notification of these projects. Finally, will one of those projects be for the removal of playground equipment from Vista Del Mar as has been promised for the past two years being that this school is now a middle school and no longer an elementary school.</p>

FACILITY MASTERPLANNING



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FACILITY MASTERPLANNING



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

FACILITY MASTERPLANNING

PROCESS (Information and Input Gathering):

SEEKING INPUT FROM THE STAKEHOLDERS

- San Ysidro School District
- Individual School Sites
- Community Groups (Neighbors / PTA)
- Students
- Governmental Agencies



FACILITY MASTERPLANNING

The Known Universe of Facilities Challenges:

- **S:** Security
- **T:** Technology
- **E:** Evolution
- **M:** Maintenance
- **P:** Parity
- **S:** Sustainability



FACILITY MASTERPLANNING

The Known Universe of Facilities Remedies:

- **Build** Something New
- **Renovate** Something Old
- **Improve** the Site / Grounds
- **Upgrade** the Furniture, Technology, and Equipment



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

FACILITY MASTERPLANNING

Security:

1. Install access control systems (smart locks) at all doors and gates
2. Install security cameras covering building perimeter
3. Reconfigure front office to reinforce as single point of entry
4. Enhance, install or replace site fencing

Technology:

1. Enhance SYSD's information technology network/backbone
2. Provide for increased student/staff access to the network (devices and cabling)
3. Upgrade/provide classroom instructional media tools (monitors, printers, projectors, etc.)

Evolutionary:

1. Provide 21st Century flexible furniture
2. Upgrade cabinetry and collaboration spaces to more flexible environments
3. Outfit instructional labs designed for 21st Century careers



FACILITY MASTERPLANNING

Maintenance:

1. Upgrade/replace roofing to protect building interiors
2. Paint all buildings and seal/repave parking lots
3. Limited replacement of site piping (water, sewer, storm drains, gas supply)
4. Replace play equipment and surfacing

Parity:

1. Replace portables with permanent construction
2. Align school facilities (buildings and site) to their current/projected enrollment
3. Comparably outfit instructional and support spaces across the District

Sustainability:

1. Upgrade building systems (lighting, HVAC, plumbing and controls) to conserve energy
2. Install healthier indoor materials (low volatile compound paint, flooring, tack walls, etc.)
3. Enhance natural daylighting



Sunset Elementary School

Principal's Input:

- **Building Something New**

Nothing noted

- **Renovate Something Old**

Dedicated Main Office Secure Entry Foyer to create a single point of entry

Consider re-purposing classroom small group spaces to provide more storage

CDC: Secure entry foyer

CDC: Add child-level tack-able surfaces in classrooms

- **Improve the Site / Grounds**

Consider adding an on site drop off lane and parking lot

Complete north, off-site parking lot with curbs and lighting

CDC: reconstruct fence separating CDC playground from ES playground

CDC: construct instructional garden area

Furniture, Technology, Equipment

Nothing noted



Ocean View Hills Elementary School



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

Ocean View Mills Elementary School

Principal's Input:

- **Building Something New**

Permanent building to replace remaining portables
New Parent/Volunteer Center

- **Renovate Something Old**

Replace MPR carpet with a resilient multi-purpose product

- **Improve the Site / Grounds**

Replace playground equipment and safety surfacing
Securable gate at east service drive
Re-establish courtyard landscaping, with new trees, planting or other solution
Consider security screening at open playground (additional ball walls, etc.)

- **Furniture, Technology, Equipment**

Nothing noted



Vista Del Mar School



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

Vista Del Mar School

Principal's Input:

- **Building Something New**

Construct a permanent wing to replace portable PE Locker Rooms

Add overhangs to second floor classroom wings and from the MPR to the Lunch Canopy

- **Renovate Something Old**

Remodel Kindergarten spaces into proper Middle School science and electives

Enhance Main Office Secure Entry Foyer to create a single point of entry

Rethink location and design of ASB Room

- **Improve the Site / Grounds**

Remove the original elementary school play equipment

- **Furniture, Technology, Equipment**

Main Office copy machine location/upgrade



San Ysidro Middle School



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

San Ysidro Middle School

Principal's Input:

- **Building Something New**

Repurpose the old 'cafeteria' shelter

New Main Office Secure Entry Foyer to create a single point of entry

- **Renovate Something Old**

Interior renovation/modernization of the entire campus

Special attention to PE Locker Rooms and Library

Paint exterior to create a new fresh, aesthetic considering school colors

- **Improve the Site / Grounds**

Replant PE playfield

Replace uneven plaza pavement

- **Furniture, Technology, Equipment**

New flexible furniture





CLIENT FOCUSED.

PASSION DRIVEN.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

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

Informational
 Action

AGENDA ITEM: ORGANIZATIONAL MEETING

BACKGROUND INFORMATION:

The Education Code requires that governing boards hold an annual organizational meeting for the purpose of electing officers and establishing dates of regular meetings.

Education Code sections 35143 and 72000(c)(2) provide that:

- The governing board of each school and community college district shall hold an annual organizational meeting. In 2020, the meeting must be held on a date between **Dec. 11 and Dec. 25**, inclusive.
- The day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to Dec. 11, 2020, unless otherwise provided by rule of the governing board.
- The board shall notify the County Superintendent of Schools of the day and time selected.
- In addition, per Education Code the board is required to adopt the first interim financial report by December 15, 2020.

RECOMMENDATION:

Approve Monday, December 14, 2020, at 5:00 p.m. as the date and time for the annual Organizational Meeting of the Governing Board per Education Code section 35143. Pursuant to Governor Newsom's Executive Order N-29-20, the annual Organizational Meeting of the San Ysidro School District Board shall be held by teleconference.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**NOTICE OF DECEMBER 2020
ORGANIZATIONAL MEETING OF THE GOVERNING BOARD**

Complete and submit no later than **Nov. 25, 2020**, to:

Aaron McCalmont
Email: aaron.mccalmont@sdcoe.net

School/Community College District: _____

Date of Organizational Meeting: _____
(Date between Dec. 11 and Dec. 25 inclusive)

Time of Meeting: _____

Clerk/Secretary to the Governing Board

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

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

Informational
 Action

AGENDA ITEM: REVISED 2020 GOVERNING BOARD MEETING SCHEDULE

BACKGROUND INFORMATION:

Education Code Section 35140 requires the Governing Board by rule and regulation to fix the time and place for its regular Governing Board Meetings. The Governing Board approved their 2020 meeting schedule at the Organizational Meeting held on December 19, 2019. The administration is recommending changing the Annual Organizational Meeting from Thursday, December 17, 2020 to Monday, December 14, 2020 at 5:00 p.m.

RECOMMENDATION:

Approve the revised 2020 Governing Board Meeting Schedule to change the Annual Organizational Meeting from Thursday, December 17, 2020 to Monday, December 14, 2020 at 5:00 p.m.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



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

**Governing Board Meeting Schedule
January – December 2020
5:00 p.m.**

January 23, 2020	La Mirada School
February 13, 2020	Sunset School
March 12, 2020	Smythe School
April 16, 2020	Vista Del Mar Middle School
May 14, 2020	La Mirada School
June 18, 2020	Smythe School
June 25, 2020	District Office
July 16, 2020	District Office
August 13, 2020	District Office
September 17, 2020	San Ysidro Middle School
October 15, 2020	Ocean View Hills School
November 12, 2020	Willow School
December 17, 2020	San Ysidro Middle School
December 14, 2020	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Educational Services
Cynthia Gonzalez, Executive
Director

Informational
 Action

AGENDA ITEM: LEARNING CONTINUITY AND ATTENDANCE PLAN 2020-21 UPDATE

BACKGROUND INFORMATION:

The Learning Continuity and Attendance Plan (Learning Continuity Plan) is a key part of the overall budget package for K-12 that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020–21 school year.

The Learning Continuity Plan is intended to balance the needs of all stakeholders, including educators, parents, students, and community members, while both streamlining engagement and condensing several preexisting plans.

The Learning Continuity and Attendance Plan was adopted at a regular Governing Board meeting on September 17, 2020 following the CDE guidelines.

The Plan has been revised according to a recommendation from SDCOE to give further description on the line-item budget section of the In-Person Instructional Offerings section of the plan. We have revised the section to further explain the activities/services that are referenced in the original line.

RECOMMENDATION:

Information only.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other - Revised

Financial Implications?

Are funds for this item available in the 2020-2021 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:

Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
San Ysidro School District	Cynthia Monreal González, Executive Director of Educational Services	cynthia.gonzalez@sysdschools.org (619)428-4476

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

The community of San Ysidro is unique and is located adjacent to the U.S.-Mexico border. Over 4,200 students are enrolled in SYSD. Of these students, 62% are English Learners and while Spanish is the dominant language of these students, fifteen other languages are represented within this group. In addition, we serve approximately 1200 homeless students, and participate in the National School Lunch Program with Provision 2 status. About 12% of the students that we serve are students with exceptional needs. The district consists of five elementary schools (K-6), two middle schools (7-8), and the Child Development Center (CDC) preschool. Transitional kindergarten and preschool are offered within the district at selected school sites. As we continue to grow, we will provide a safe and supportive learning environment that empowers students to become lifelong learners.

Our region has been heavily impacted by the COVID-19 pandemic with high rates of unemployment, business closures, and 38,047 positive cases throughout San Diego county. The San Ysidro zip code of 92173 has a count of 1,272 cases with a rate per 100,000 of 4,694 and 92154 has a count of 2,304 cases with a rate per 100,000 of 2,880. Due to the fact that we serve a community with limited digital access and connectivity, we have also needed to support our families by providing access via devices and internet access. As the first day of distance learning approached, schools organized safe drive up distribution events which provided over 1,500 Chromebooks to students along with materials and textbooks for students to successfully begin the challenge of beginning a school year from their homes. Staff has been working periodically on-sites to serve families and launch the school year while following safety protocol.

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

The San Ysidro School District has worked with stakeholders to inform the creation of the Learning Continuity and Attendance Plan. This plan was informed by information gathered at parent meetings, staff meetings, reopening committee task force (composed of district administrators, principals, assistant principals, parents, and classified and certificated staff members) meetings, and bargaining unit/district administration meetings. Additionally, the school sites met with the School Site Council (SSC) which at our middle schools includes pupil representation. Stakeholders were also engaged through the use of surveys that were disseminated through email and constant contact communication to all stakeholders. The surveys are offered to our parents in both English and Spanish, and stakeholder meetings are conducted in English with Spanish translation.

[A description of the options provided for remote participation in public meetings and public hearings.]

Stakeholders were able to access these meetings through online log-in platforms which included telephone access for those who do not have internet access. Additionally, public meetings are also made available through our YouTube channel live link with an opportunity for public comment or public questions through email.

[A summary of the feedback provided by specific stakeholder groups.]

Stakeholder feedback was solicited in a variety of formats in relation to student and community needs during this unique time, beginning in March and continuing throughout the summer and into the launch of this school year.

In reviewing the input from parents the topics that were reoccurring in the feedback are noted here. Parents are requesting support with log-in, hotspots/wifi, chromebooks/headphones, professional development for themselves to support students, school supplies for home use, increased staffing for the Technology Hotline to lessen waiting time, evening hours for parents meetings(ELAC, SSC, and PTA), after school meal service pick up hours, and attendance flexibility.

In reviewing the input from staff(certificated and classified) the topics that were reoccurring are: staff and community safety, support with hotspots/wifi, software and educational technology programs to support distance learning, professional development for staff to continue learning(Google Suite products distance learning strategies, digital curriculum integration), improving Google Meets capability, childcare, and support for students with social emotional well-being.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

Stakeholder feedback informed significant portions of the plan development, as we seeked to incorporate the needs of our community in creating a plan to support our students, parents, and staff. These include: safety guideline implementation, professional development plan to provide ongoing professional learning opportunities for staff to support distance and blended learning environments, access to technology(chromebooks, wifi/hotspots, technology support), parent support and learning opportunities for Google classroom/distance learning, increased educational technology software access, integrating social emotional supports for students and staff, and working with

state guidelines to implement attendance monitoring that is responsive to student/family needs and supportive to families with a multi-tiered system of support.

Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

In order to allow for in-person instructional offerings, the district has planned for specific protocols that adhere to state and local public health regulations. These protocols cover all of the safety requirements set forth by the county health department including but not limited to symptom screening, face masks, social distancing, handwashing, and protocols for addressing symptomatic individuals and potential exposures to COVID-19. The detailed plans for maintaining safety can be found here in our districts [COVID-19 Safe Reopening Plan](#). This plan was created with stakeholder participation on a task force that met over to discuss and create recommendations for the districts approach to the continuity of learning through distance learning and in person instructional offerings. The group was composed of district administrators, principals, assistant principals, parents, and classified and certificated staff members.

The San Ysidro School District is committed to providing all students with a high quality education. When the state and local public health guidelines indicate that it is safe for students and staff to return to in person instruction, our plan for that return to instruction is based will focus on providing students with a quality blended learning program. This program will give students the opportunity to receive in person classroom instruction 2 days per week, with 3 days of distance learning. The plan for our instructional programs is to move through phases of implementation as outlined in the graphic below:

PHASE I	PHASE II	PHASE III
<p>DISTANCE LEARNING ACADEMY (All Students)</p>	<p>DISTANCE LEARNING ACADEMY (All Students) & VIRTUAL TUTORING OPTION (October 2020) & POSSIBLE ASES/CHILDCARE LIMITED OPTION Pending state & county health care guidelines. (DATE: TBD)</p> <p>In-person opportunities for assessment and supports for targeted, specialized groups as required.</p>	<p>2 INSTRUCTIONAL PROGRAM OPTION CHOICES:</p> <p>DISTANCE LEARNING ACADEMY & LAUNCH OPTIONAL BLENDED LEARNING PROGRAM</p>
<p>DATES: Elementary Schools: August 17th-September 30th Middle Schools: August 17th-September 30th</p>	<p>DATES: Elementary Schools: October 1st-December 18th *Adjustment student placement at 2nd Trimester(Nov. 9th) to coincide with Distance Learning or Blended Learning Choice Middle Schools: October 1st-December 18th</p>	<p>DATE: Elementary Schools: January 2021: Phased in Approach Middle Schools: January 2021: Phased in Approach</p>
<p>All phases aligned with State & County Health Officials guidance on safe reopening.</p>		

Our instructional program for in person and virtual instruction has been designed to focus on embedded Tier I and Tier II instructional practices. The instructional system is based on grade level standards instruction for ELA and Math. This program is broken up into instructional units with formative assessments to guide instruction over time. In addition to the assessment and data analysis that focuses on guiding instructional practice and planning, we have an instructional model which incorporates a gradual release model of direct instruction, as well as time embedded in the daily schedule to implement small group leveled instruction and additional supports provided by the teacher and paraprofessionals to meet the needs of all students.

This program allows all students to receive focused instruction that addresses the needs of all learners through Tier I and Tier II classroom interventions and scaffolding to ensure access to grade level standards, while embedding focused instructional time to address the specific needs of students with additional support. This support will be provided by teachers, paraprofessionals, and tutors.

We continue to address specific language needs and supports through designated ELD instruction, which is delivered in leveled small groups, and integrated ELD with embedded language development strategies and supports embedded in all content areas. We are planning professional learning and support for all teachers to address the need to support English Learners.

The San Ysidro School District has a systematic assessment and data protocol based on grade level standards instruction for ELA and Math. This system breaks up identified focus standards into instructional units with formative assessments to guide instruction over time. The data analysis protocol focuses on guiding instructional practice and planning, through meetings guided by school site principals with grade level teachers. This protocol and assessment allows for teachers to identify students who need extra support and to inform instruction. These assessments are given 3 times a year per subject area to monitor growth and instructional grouping for extra support

Teachers also use the diagnostic STAR assessments to be able to monitor student growth over the course of the year and identify students who would benefit from additional instructional support and provide leveled scaffolds for grade level standards instruction. These assessments are given 3-4 times a year to monitor growth and instructional grouping for extra support.

The district has an additional focus of mental health and social emotional well being. To that end we have adopted a social emotional learning curriculum, Second Step, for all students to support our Positive Behavior Intervention Supports (PBIS) program. The program is part of our multi-tiered focus on mental health and wellbeing for students. The intent is to support students and help build social emotional learning for sustained positive outcomes with all students, as well as introduce a protocol for additional tiered supports that may be needed on a case by case basis.

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
All school sites and the district office will be disinfected on a regular basis. The district will provide personal protective equipment such as gloves, masks, hand sanitizers, etc. The district has purchased several options for temperature checks such as contactless thermometers, temperature check tablets and thermoscans.	\$700,000 (ESSER)	Y
Small group instructional support to students through Title I Instructional Aides during asynchronous time. This allows students to receive extra instructional support specific to the content that they are learning without losing any direct instructional time with their teacher.	\$377,000 (Title I)	Y
Grade level tutoring support to students through ASES during asynchronous time. This allows students to receive extra support specific to the content that they are learning without losing any direct instructional time with their teacher.	\$300,000 (ASES funds)	Y

Other activities/services that are necessary to maintain the operation and continuity of services in the district. These activities/services include direct communication to families, processing of purchase orders, contract review and processing, coordination of after school programs, technology support, attendance coordination to support student attendance and engagement, and support to coordinate STEM instruction to students at elementary school sites.	\$440,340 (ESSER) \$520,879 (CRF) \$399,121 (Prop 98)	Y
Additional staffing required to staff the blended learning program.	\$466,200 (CRF)	Y

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

The San Ysidro School District has developed an instructional system based on grade level standards instruction for English Language Arts and Math. This program is broken up into instructional units with formative assessments to guide instruction over time. In addition to this instructional system, we have developed an instructional model which incorporates time for whole group instruction, leveled small group instruction and support. This allows for students to receive focused instruction that addresses the needs of all learners through Tier I and Tier II classroom instruction focused on addressing the specific needs with support for all learners. This model has been transitioned to distance learning through a schedule design for distance and blended learning which also includes these components for ELA and Math.

Additionally, the district has an ELD program that addresses specific language needs and supports through designated ELD instruction, which is delivered in leveled small groups. Students receive integrated ELD with embedded language development and support in all content areas.

The ELA, Math, and ELD curriculum is available digitally for students to use through our single sign on system, CLEVER. Additionally, all core curriculum materials are being disseminated to students via a pick-up system at the school site so that each student receives the materials that they need to be able to access the curriculum that teachers are using for instruction. We are in the process of ensuring that all students have a device and support with connectivity through an internet service and when necessary due to low wi-fi access in some areas of the community a hot spot. The continuity for our instructional practice comes from the focus on a solid instructional program that will be similar whether students are learning in person or digitally.

In order to support the continuity of learning between in person and distance learning the daily schedule was created with a districtwide focus on embedding the critical component of direct instruction, leveled small group instruction, and support for all students. This allows us to narrow the focus and ensure that we have an embedded system of support for all learners. We are also in the process of setting up additional support for students through an after school tutoring program.

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

In order to determine the needs of families, San Ysidro School District teachers called each of their families in early April to determine the need for devices, connectivity, and inquire as to the families wellbeing. When teachers were not successful with this outreach, the students were referred to our Outreach Consultants who continued to reach out to families to determine their needs. Additionally, our Student and Family Services Manager called each of our families experiencing homelessness, foster youth, and military families.

Determining student needs allowed us to plan for ensuring access for all of our families. This plan included distributing 3,000 devices, referring families to low and not cost internet options through Cox Compete 2 Connect program, and providing hotspots to families in need who reside in areas with poor internet connectivity. The district has secured 1,100 hotspots which are intended to support families who reside in areas with limited connectivity. The district has placed the 3 orders for chromebooks, and so far has received 2 of the orders. Once, we receive the 3rd order which is due to arrive shortly we will be at 1:1 for all of our currently enrolled students (determination of need based on stakeholder input from parents and instructional staff)

The San Ysidro School District is providing support to families and staff for technical issues and navigation of online instructional platforms through a variety of avenues. The district has created a technical support line for families and identified a technology support person for issues related to the Google platform. The district resource teachers have also created job aides and short instructional videos to help parents navigate the Google Classroom & Meets platform. Additionally, these teachers serve as support for issues related to the Google platform and instructional technology and curriculum for staff and parents.(determination of need based on stakeholder input from parents, teaching staff , principals, and district administrators)

Instructional staff, including teachers and paraprofessionals have also been trained on the Google platform and Google Suite for Education platform to support and facilitate virtual instruction during distance learning. This professional development will be ongoing, as will the support provided for teachers who need additional coaching and support to navigate the digital platform and digital curriculum.

The district is upgrading our virtual platform from Google Suite to Google Enterprise, to increase the capabilities and features of our online learning platform.(determination of need based on stakeholder input from teaching staff , principals, and district administrators).

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

During distance and blended learning, student attendance is tracked by daily participation. Daily participation may include, but is not limited to any of the following evidence:

1. Participation in online activities
2. Completion of regular assignments
3. Completion of assessments

4. Contact between employees of the district and students or parents/guardians.

For the intention and purposes of tracking a student's physical attendance, we will continue to utilize Synergy as our main attendance tracking tool. We are working to correlate the attendance accounting system to identify the level of engagement of each student following the expected guidelines for weekly participation and engagement set forth by the guidelines in the legislation.

In the instance of Distance Learning, if a student does not log in, does not make contact with their teacher, or does not communicate with the school, they will be marked 'unexcused'. Each unexcused absence will be followed up by an automated call programmed by our system. If there has been no communication from the family, a school staff member (Outreach Consultant) will contact the guardians of the student.

A daily list of attendance will be generated by Outreach Consultants to reference physical attendance. If a student is chronically absent or has been absent for 3 consecutive days, our outreach consultants will initiate an Attendance Student Success Team meeting. If a teacher has any concerns regarding the four areas of attendance, they will be asked to submit a Student Attendance Concern Referral. This Google form will generate a message directly to the outreach consultant. In this form a teacher can express their concerns about a student's attendance, participation or any other areas that may hinder the student's ability to thrive.

Family engagement will be a constant and on-going. All communication will be conducted in a caring, trauma informed approach. Our goal is to engage students, not to make them feel penalized. A referral process to address attendance issues will commence with educators directly interacting with students, and will then be navigated through Outreach Consultants. Outreach Consultants will set up follow up communication and begin the process for Attendance Student Success Teams. Our approach is to support families with reengagement by seeking to address needs and place supports to address those needs by assessing a family's situation, attempting to identify barriers and address them with internal services or collaborative Community Based Organization partnerships. (determination of need based on stakeholder input from parents, principals, and district administrators).

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

The San Ysidro School District is developing professional development opportunities to support our distance learning program. The focus is to support staff as they onboard new skills to teach virtually. These skills include the navigation of Google Suite for Education products that will support teaching and learning, as well as professional development around specific curriculum and educational technology programs to support the seamless use of these programs regardless of the location or format of instructional delivery.

We launched this year with 2 days of professional development focused on a variety of topics to support instruction through Google Classroom and Google Meet for all teachers. Due to the variation in teacher needs and levels of competency with Google Suite for Education, we offered 15 sessions per day that were topic and level specific. This allowed teachers to participate in 6 different sessions specific to their needs over a two day period. (determination of need based on stakeholder input from teachers, principals, and district administrators).

General and Special Education Paraprofessionals were trained on how to navigate Google Suite products with a focus on Google Classroom and Google Meets, so that they can provide support to students in small group intervention. This professional development was delivered in two parts, the first focused on Google products and the second focused on their specific role with student intervention and support.

We have a site technology coordinator assigned at each school to support teachers with technology issues and questions. Additionally, there are 3 resource teachers who are supporting Google Suite products, digital curriculum, and educational technology programs for the district. Our technology department has a dedicated support line for staff and designated Google support personnel to help troubleshoot issues directly related to the Google Suite platform. (determination of need based on stakeholder input from teachers, principals, and district administrators).

We are planning ongoing professional development to support teachers in the areas of educational technology, distance learning platforms and applications, digital curriculum integration, english language development, and social emotional wellbeing.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

Members of the maintenance, custodial, and grounds staff sanitation team are trained and required to clean and sanitize schools or other District facilities using specific chemicals such as: PurTab, Clorox 360 System, etc. following a reported exposure to COVID-19.

Classified employees support events involving the general public such as: meal service to the public, Chromebook and/or other supplies/materials distribution, special events such as promotion ceremonies.

Secretaries, Clerks, Health Clerks and Outreach Consultants have direct interaction with parents by appointment for the purpose of registration throughout the month of August 2020.

The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature of the current conditions, CSEA and the District will come to a written agreement, as needed, that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.

Examples of additional duties that may be required include:

Instructional Aide, Campus Aide, Instructional Health Care Assistants, Outreach Consultant, Campus Security, and Instructional Media Resource Aide positions being asked to help wipe down and disinfect items within the classroom and meal area on a regular basis in order to maintain cleanliness standards.

Administrative Secretary, Administrative Clerk, Outreach Consultants, Campus Security, Campus Aides, Instructional Aides, Instructional Health Care Assistants, and Instructional Media Resource Aides positions being asked to perform temperature checks on staff or visitors.

Currently, school security personnel and health clerks administer temperature checks and health symptoms screenings to all staff and all visitors.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

During distance learning the school district recognizes that there is a need to provide additional support to promote success and access to the instructional programs for all learners. Promised Neighborhood has maintained their services focused on those considered 'high risk'. Services were readily offered to all families that were previously engaged in the services rendered and new potential clients. Social, emotional and behavioral services are offered virtually. Referrals can be made via phone/email to contracted agencies. Social Emotional Learning is being incorporated daily through a tier I curriculum for all students to support our PBIS program and the mental health and wellbeing of our students. This instruction is being paired with a plan for a multi-tiered system of support that we are working to put into place to support students at a variety of levels of need. The district is committed to focusing on professional development for staff to support the needs of our staff as they support the needs of pupils with unique needs.

English Learners continue to receive English Language Development support through Imagine Learning Digital content, designated leveled small group instruction through synchronous learning opportunities with their teacher and integrated English Language Development to support core content access through scaffolded language supports throughout the synchronous and asynchronous instructional offerings. Bilingual Expanded Learning staff will be identified to support students during daily tutoring opportunities, which will occur during asynchronous times as an additional level of support for students acquiring English.

Foster Youth are contacted and monitored for needs through our Student and Family Services Manager to ensure all students have access to technology - including internet, a computer, and mobile hotspots that would allow them to participate fully in online learning. Additionally, she will monitor for social-emotional needs and academic supports that may need to be added to their day. Expanded Learning staff will be identified to support students during daily tutoring opportunities, which will occur during asynchronous times as an additional level of support.

Students experiencing homelessness are contacted and monitored for needs through our Student and Family Services Manager to ensure all students have access to technology - including internet, a computer, and mobile hotspots that would allow them to participate fully in online learning. Additionally, she will monitor for social-emotional needs and academic supports that may need to be added to their day. Expanded Learning staff will be identified to support students during daily tutoring opportunities, which will occur during asynchronous times as an additional level of support.

Students with exceptional needs were advised of the program that was in place to support their children and provided with contact information in order to attain additional support. The department monitored students and families who were not engaged and took action to find and support those students and families. The Special Education Department continued to provide services to the extent practicable to

students based on their IEPs through direct services, academic supports, and Google classroom instruction. Students have a range of options for receiving services, which allows us to accommodate based on student and family needs. Students receive support and scaffolding during synchronous instruction and additional small group and/or individual support during asynchronous instructional times. This focus of support for both instructional models allows each student to receive additional support in their areas of need, which allows them to work on their individual goals. For parents that opt to receive support via paper/pencil, the IEP team follows up with parent consultation sessions via phone and/or written communication.

In addition to the academic support, students also have access to their DIS services via Teletherapy or Telehealth by the Speech and Language Therapists, School Psychologists, School Social Worker, Occupational Therapist, Physical Therapist, and Adapted Physical Education Specialist. Students also have access to SELPA service providers that include VI teacher, DHH teacher, Audiologist, and Mobility Specialist.

The District has recently adopted the EQUALS Math curriculum (online options) for our students who have Moderate to Severe Disabilities. This curriculum allows the teacher to adapt the virtual lessons based on the student needs. The curriculum also includes new guidance for parent participation in English and Spanish. The curriculum also includes the option to include specialized devices (i.e. big-macs) to allow students with mobility and/or cognitive challenges to navigate a site without a problem.

The District is currently assembling a committee to review a supplementary reading curriculum for all students who have special education services. It is in the beginning stages; however, the curriculum seems promising to address the needs of our student population.

The Special Education Department will be hosting virtual Professional Development for parents, teachers, and paraprofessionals. The topics will range from Understanding Distance Learning, Mental Health, Virtual Reinforcement, and many other topics that address the need of the community. The department will also be adopting a virtual platform for psycho-educational assessments to continue evaluating students who have a suspected disability.

Actions Related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Purchase of chromebooks to ensure student access and connectivity to distance learning programs.	\$580,000 (CPUC grant) \$900,000 (CRF) \$140,000 (GEER)	Y
Programs and services to meet the needs of our special education students.	\$600,000 (CRF)	Y
Professional Development- teacher 2 PD days, Tech stipends	\$300,000 (CRF)	Y

Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

The San Ysidro School District is focused on mitigating learning loss and accelerating learning through a focused approach to teaching and learning during this very fluid time. A key piece of our instructional model involves a systematic approach to assess and measure pupil learning status. To that end, we use a variety of assessments to monitor student progress.

Teachers use STAR diagnostic assessments to determine student levels in mathematics and reading throughout the school year. This information serves to establish leveled groups for instruction, as well as monitor student growth in relation to grade level expectations. These assessments are a starting point to identify student levels and monitor student progress.

Additionally, we have a local assessment system that assesses pupil progress on focus standards at stop points throughout the year. These assessments will be given 3 times per year for ELA and Math and 2 times per year in Writing. These assessments are used to guide instruction, as the data gathered from the assessments serves to identify students who may be experiencing learning loss and require additional support. These assessments are followed by data conversations that are intended to focus on best instructional practice and planning for the implementation of those practices into the instructional cycle. These assessments along with data taken from state assessment and Imagine Learning placement and progress inform instructional pivots for ELD to support integrated and designated ELD instruction.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

We have developed an instructional system based on grade level standards instruction for ELA and Math. This program is broken up into instructional units with formative assessments to guide instruction over time. In addition to the assessment and data analysis that focuses on guiding instructional practice and planning, we have an instructional model which incorporates a gradual release model of direct instruction, as well as time embedded in the daily schedule to implement small group leveled instruction and additional supports provided by the teacher and paraprofessionals to meet the needs of all students.

This allows all students to receive focused instruction that addresses the needs of all learners through Tier I and Tier II classroom interventions and scaffolding to ensure access to grade level standards, while embedding focused instructional time to address the specific needs of students with additional support. This system allows teachers to address the needs of English learners, low income, foster youth, pupils experiencing homelessness, and students with exceptional needs in a small groups setting as part of their daily routine. Additionally, there is time set aside in the schedule for 1:1 support during asynchronous time; this support can be delivered by the teacher, a

paraprofessional, extended day tutoring staff or by resource specialists. Our goal with these additional supports is that they be in addition to the core instructional model and are timed to occur during asynchronous time; which helps to systematically ensure that students with specialized needs get quality first instruction and differentiated small group instruction from their teacher followed by an added layer of support when it is necessary to ensure access to the core instructional program.

We continue to address specific language needs and supports through designated ELD instruction, which is delivered in leveled small groups, and integrated ELD with embedded language development strategies and supports embedded in all content areas. This is specific to our English learners, however, we are also aware that students who are not English learners benefit from quality academic language instruction which is why we embed that into core instruction as well.

This instructional design has been transitioned to distance learning through a schedule design which includes these components of direct instruction and leveled support.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

In order to measure the effectiveness of services and supports, we will be monitoring student data collected through our assessment system, as well as through reports taken from our Educational Technology products (Achieve, STAR, and Imagine Learning) to monitor and growth and progress of students throughout the school year.

We have scheduled periodic data reflection meetings to review progress of students and discuss next steps throughout the year. These meetings are navigated by a data analysis protocol that focuses on data as a guide to improved instructional practice and student outcomes. The data review helps staff engage in conversation about measurable outcomes based on changes in instructional practices and supports, to determine the best course of action in collaboration with school administrators to continue to positively impact learning outcomes for all students.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Intervention	\$100,000 (CRF)	Y
Title I Instructional Aides	\$377,000 (Title I)	Y
Professional Development for Evidence Based Instructional Best Practices and Supports	\$160,000 (Title II)	Y

Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

The LEA created three different Tiers to address the Mental Health and the Social Emotional wellbeing of students. In order to monitor the progress of students identified for additional intervention, the case manager would develop a goal in the area of need that has been identified by the school team. To determine the progress of the mental health interventions, the case managers will review each case every 6 weeks to determine the efficacy of the intervention. At the 6-week mark, the case manager would either continue working on the same treatment plan and/or amend the current plan or consider a higher level of support. The higher level of support can range from making a referral to an outside agency or, if there are any educational concerns, a referral for a special education evaluation which could lead to an Educationally Related Mental Health assessment. This plan for monitoring and support is being implemented through a systematic multi-tiered system described in more detail below and will include the support of counselors assigned to school sites to support the mental health and social and emotional wellbeing of students.

Tier 1 are the services that are provided to all students (Universal). All students, with general or special education support, will have access to Positive Behavior Intervention Supports via Distance Learning. The District adopted the Second Step curriculum to teach Social Emotional Learning for all students. For students who are currently working on a vocational curriculum, we will be using Zones of Regulation as their Social Emotional Learning Curriculum. District has previously trained staff in Trauma Informed and Restorative Practices; staff was provided with a refresher at the start of the 20-21 school year. We will continue to provide continued professional learning and support to staff as we implement these practices with all of our students.

Tier 2 interventions include virtual Student Success Team Meetings to determine the Social Emotional needs of the student. The team can make a counseling referral to the outside agency; however, the school psychologist would form part of the referral process. The student can also be teamed up with a staff member that could provide mentoring throughout the school day. Students could also be referred to a site Social Emotional Group that could be run by a school psychologist or counselor. For students who have special education support, the IEP team could make the recommendation to draft a goal in the area of need (i.e., coping skills, attention, etc) and support by providing DIS counseling services by the school psychologist and/or counselor.

Tier 3 are identified as intensive intervention and evaluation. Students at this level might require a Educationally Related Mental Health evaluation in order to determine what might be interfering with a student's learning. The evaluation can be completed by the school psychologist or the school social worker. If the student is identified as requiring additional support, a goal is drafted and proposed at the IEP meeting. Based on the need of the student, the IEP team makes recommendations for ERMHS counseling by the school social worker. If a student's behavior is negatively impacting their own learning or that of others, the team will conduct a Functional Behavior Assessment which could lead to a Behavior Intervention Plan (BIP) or a behavioral goal. A Special Circumstance Independence Assessment (SCIA) might also be conducted if the student requires additional support to be successful in the educational setting. SCIA supports can range from the student receiving additional low level prompting (i.e. visuals, gestures) to high level prompting (i.e. partial physical and/or full physical). If at any point a student in crisis physical intervention, a trained staff member in Crisis Prevention Intervention will provide the support.

STAFF SUPPORT

The District has established wellness sessions through VEBA for all staff to participate. The school year began with a Welcome Back Event where all SYSD staff participated in wellness activities. Weekly activities such as breathing and yoga sessions are accessible to anyone interested. Human Resources has added a course addressing managing stress and anxiety to our portal for staff to access on a voluntary basis.

The course on Managing Stress and Anxiety will enable staff to:

- Define stress and anxiety
- Identify the common signs and symptoms
- Explain how to reduce stress for yourself and others

We are committed to supporting staff with mental health and wellbeing, as such we have identified resources for staff through VEBA, SDCOE (JPA Program) and Optum Wellness. These resources are shared with staff to support their mental health and wellbeing needs.

Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

In the instance of Distance Learning, if a student does not log in, does not make contact with their teacher, or does not communicate with the school, they will be marked 'unexcused'. An absence will trigger the outreach consultant to contact the family and begin the process of building a support system through a variety of resources when it is deemed necessary through our multi-tiered system of support. Family engagement will be a constant and on-going. All communication will be conducted in a caring, trauma informed approach. Our goal is to engage students, not to make them feel penalized. A referral process to address attendance issues will commence with educators directly interacting with students, and will then be navigated through Outreach Consultants. Outreach Consultants will set up follow up communication and begin the process for Attendance Student Success Teams. Our approach is to support families with reengagement by seeking to address needs and place supports to address those needs by assessing a family's situation, attempting to identify barriers and address them with internal services or collaborative Community Based Organization partnerships. All communication with our families is available in both English and Spanish in order to make sure that we provide access to our families who need this support, additionally upon request we are able to provide support in additional languages.(based on stakeholder feedback from parents and district administrators)

Tier I:

Each unexcused absence will be followed up by an automated call programmed by our system. If there has been no communication from the family, a school staff member (Outreach Consultant) will contact the guardians of the student. A daily list of attendance will be generated by

Outreach Consultants to reference physical attendance. If a teacher has any concerns regarding the four areas of attendance, they will be asked to submit a Student Attendance Concern Referral form, which will aid the outreach consultant with supporting the families and students needs.

Tier II:

If a student is chronically absent or has been absent for 3 consecutive days, our outreach consultants will initiate a formal Attendance Student Success Team meeting. This will include evaluating the concerns over attendance, but also identifying any additional needs that the family may have including but not limited to basic needs and the need for academic support that may be exacerbating the disengagement that is happening. The focus of the team will be to support the family and student so that we can re engage the student in school. This may include home visits (if allowed) and referrals to services to support the identified needs of the student and family.

Tier III:

If the supports that were implemented in Tier II were unsuccessful and we would continue to monitor the situation, incorporating daily contact attempts. Continue to consult with internal supports that may be applicable (ie. McKinney Vento, Special Education). As such, if applicable we would initiate the Child Find process for students and include community based outreach and supports for child welfare would begin. Once we begin these processes, we would want to ensure child safety and welfare, then begin the work of supporting families with needed resources and supports for re engagement covering the areas of attendance, engagement, basic needs, and academic support.

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

While on 100% distance learning, the school nutrition department will continue curbside weekly curbside distribution. Our parents can pick-up student meals each Wednesday from one of our three designated sites from 11:30-1:00 pm. Each meal kit meal will contain five breakfast meals and five lunch meals. Parents must submit a form with the name of children(s), student ID, and the school site assignment.

Once we switch to blended learning, we will have to run 2 meal service programs.

1. Some families will opt to remain in the distance learning model and they will continue to attain their meals through the weekly curbside distribution model noted above.
2. Students in blended learning will have breakfast and lunch in the classroom while on campus and then take their meals home for the day/days they are off campus through a grab and go model at their dismissal time. Dismissal will be staggered in order to maintain safety protocols at the pick up point.

The child nutrition program will be adjusting hours based on parent feedback expressing the need for different pick-up times during the distance learning model.

Both models will follow the nutritional guidelines set by CDE.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Mental Health and Social and Emotional Well Being	\$100,000 (CRF) \$150,000 (GEER)	Y
Expanded Learning Program	\$600,000 (ASES) \$800,000 (CRF)	Y
Outreach Consultants	\$540,000 (CRF)	Y
The child nutrition department will continue to provide breakfast and lunch meals to all students.	\$200,000 (CRF)	Y

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment Based on the Enrollment of Foster Youth, English Learners, and Low-Income students
32.34%	\$11,122,449

Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

Additional services were added, principally directed to unduplicated students, to ensure that these students (low income, foster youth/homeless, and English learners-including long-term English learners) are being successful at all school sites. We believe providing these services LEA-wide is the most effective use of funds to meet the district's goals for unduplicated pupils (low income, foster youth, and

English Learners) in the state priority areas. Research shows that students who are low income, English Learners or foster youth benefit greatly from social emotional supports. To this end we have developed and begun the implementation of a system of tiered supports for mental health and wellbeing. This plan includes tier I instruction, as well as a plan to monitor and support students who need additional support through the addition of counselors and expanding the role of Outreach Consultants in the area of student and family engagement to support the whole child when creating a plan to support reengagement. Outreach Consultants, Coordinator of Full Service Community Schools and ASES, and our Family Manager will continue to collaborate to improve services and to guide the most at risk students that need intensive interventions such as low income, English Learners and foster youth/homeless.

Our teaching and learning is focused on meeting and exceeding the California Common Core State Standards for every child. The varied levels of instruction provide a framework to challenge advanced students and support those who may be struggling while creating a solid classroom experience for students learning at grade level. The district focuses on data analysis and instructional design to support and increase student achievement. This design provides for tier I and tier II level support in the classroom, provides a foundation for unduplicated students, and ensures that additional supports lead to increased instructional services by ensuring that students do not miss any of their primary instruction during scheduled intervention time. Of note, the district's instructional design which this year is part of both phases of instruction allows for continuity of learning and outlines a specific set of Tier II interventions for ELA, ELD, and Math through the use of small group instruction to meet the needs of students and increase and improve services for unduplicated and high needs students (low income, foster youth/homeless, and English learners-including long-term English learners). These small group instructional support to students through Title I Instructional Aides during asynchronous time allows students to receive extra instructional support specific to the content that they are learning without losing any direct instructional time with their teacher.

Our focus on curriculum alignment and instructional design includes providing enrichment (Science/Physical Education teams) to students so that teachers have time to disaggregate data and identify students in need of intervention, who tend to be unduplicated students. Students benefit from the focus on physical education as a mental and physical health support as well as the enrichment gained from focused STEM instruction. Teachers benefit from having time to identify student needs and plan for instructional intervention practices to be implemented to improve outcomes for students and mitigate learning loss.

The district is focused on providing professional development for evidence based best practices and providing support for instructional staff as these practices are implemented. We are planning ongoing professional development to support teachers in the areas of educational technology, distance learning platforms and applications, digital curriculum integration, english language development, and social emotional wellbeing. This professional development will be ongoing, as will the support provided for teachers who need additional coaching and support to navigate the digital platform and digital curriculum.

Resource teachers will provide and support professional learning throughout the year to hone on specific strategies to improve unduplicated students' academic achievement. The district will continue to employ resource teachers whose role will grow to include teacher support through modeling and supporting differentiation strategies for unduplicated students (low income, foster youth/homeless, and English learners-including long-term English learners) and coaching teachers in this area as needed.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

Unduplicated students are provided with increased services through a virtual tutoring and support program that focuses on additional instructional time to build on classroom instruction that is designed to embed tier I and tier II interventions. Instructional aides and tutoring are designed to further scaffold instruction for students. We have also focused the work of our Outreach Consultants on supporting students and families with engagement through support and needs focused services. The focus is to build support for students in order to facilitate engagement and provide support and solution for issues that may be impeding engagement and student success.

As noted in this justification, the San Ysidro School District is allocating a significant amount of the funds to building the capacity of the staff to work with unduplicated students (low income, foster youth/homeless, and English learners-including long-term English learners). What we hope to achieve is to have all of our unduplicated students---in schools with large concentrations of low income, foster youth/homeless, and English Learners and schools with small numbers---be successful and for their parents feel connected to our schools. We believe services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively. Expenditures defined in this document continue to provide the most effective use of funds to meet the needs of unduplicated pupils in the state priority areas. There will be an evaluation of student achievement data, parent surveys, and staff surveys to determine the effectiveness of these strategies/expenditures at the end of the year. At that time, strategies and budgets will be aligned/modified/supplemented to ensure maximum support in meeting the needs of unduplicated students (low income, foster youth/homeless, and English learners-including long-term English learners).

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Educational Services
Cynthia Gonzalez, Executive
Director

Informational
 Action

AGENDA ITEM: 2020-21 GRADING POLICY FOR DISTANCE LEARNING ACADEMY AND BLENDED LEARNING PROGRAM

BACKGROUND INFORMATION:

Due to the Coronavirus pandemic, a COVID Care Clause will be included to the grading policy. The policy on student grades for the 2020-21 academic year will be reflected in both the Distance Learning Academy and Blended Learning Program. Grades will be based on both synchronous and asynchronous student work and engagement. In addition, unique student and family circumstances related to the current COVID pandemic shall be taken into consideration.

Teachers will continue to monitor and support student progress toward mastery of grade level skills and standards. Teachers and staff will maintain communication with families. Daily student attendance and engagement will serve as an important component of student progress. Active student engagement in learning through participating in Google Meetings, small group support, completion of synchronous and asynchronous assignments/activities, and the completion of Independent Academic Contracts will prepare students for academic success.

This policy will be in effect for the 2020-21 school year across the District due to the COVID-19 pandemic.

RECOMMENDATION:

Approve the grading policy for Distance Learning Academy and Blended Learning Program to be in effect during the 2020-21 school year.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

SAN YSIDRO SCHOOL DISTRICT
DISTANCE LEARNING ACADEMY / BLENDED PROGRAM GRADING POLICY

August 2020 - June 2021

SYSD GRADING: COVID CARE CLAUSE

Due to the Coronavirus pandemic, a COVID care clause will be included in the grading policy. Students' grades for the 2020-21 academic year will reflect the Distance Learning Academy and Blended Learning. Grades will be based on both synchronous and asynchronous student work and engagement. In addition, unique student and family circumstances related to the current COVID pandemic shall be taken into consideration.

Teachers will continue to monitor and support student progress toward mastery of grade level skills and standards. Teachers and staff will maintain communication with families. Daily student attendance and engagement will serve as an important component of student grades. Active student engagement in learning through participation in Google Meetings, small group support, completion of synchronous and asynchronous assignments/activities, and the completion of Independent Academic Contracts will prepare students for academic success.

ELEMENTARY: KINDERGARTEN - 6TH GRADES

For the 2020-21 school year, due to the COVI-19 pandemic, the San Ysidro School District will be using a simplified report card for Grades Kindergarten-6. Please find a template for the report card attached [HERE](#).

Trimester Report Cards	Synchronous/Asynchronous Assignment Grading & Additional Supports
<ul style="list-style-type: none"> ● Trimester report card grades for distance and blended learning students will be determined by active student engagement in learning as demonstrated by student participation in: <ul style="list-style-type: none"> ○ Google Meetings ○ Small group support /Hangout virtual or audio classes/meetings/office hours ○ Completion of Independent Academic Contracts ○ Completion of synchronous and asynchronous assignments and activities 	<ul style="list-style-type: none"> ● In consideration of the challenges with distance learning, students will be allowed additional time to turn in work for full credit ● Students will be offered additional support through small group instruction if they are found to be falling behind ● Students who achieve a grade of 1 on a report card shall be monitored through a plan specific to their needs and will be given additional supports to help mitigate student learning loss through <ul style="list-style-type: none"> ○ Small group support from teacher ○ Small group support from IA ○ Tutoring support when available
<ul style="list-style-type: none"> ● Elementary report cards will continue to be standards based, with a 1-4 grading system in all subject areas: 	<ul style="list-style-type: none"> ● Teachers may assign extra credit activities to support a student in increasing their overall trimester grades

<ul style="list-style-type: none"> ○ 1) Minimal Mastery of Standard/ Intervention in Progress ○ 2) Progressing Towards Mastery of Standard ○ 3) Proficient Mastery of Standard ○ 4) Exceeds Mastery of Standard 	<ul style="list-style-type: none"> ● Students will be given Second Chances <ul style="list-style-type: none"> ○ To review material that was previously not mastered and to take a Quiz/Test to improve grades on those assessments ○ To improve quality of assignments that earned a low grade
<ul style="list-style-type: none"> ● If a student is experiencing a serious hardship due to COVID-19 and they are unable to complete the distance learning due to this hardship, their teacher may opt to provide them with a no grade report card that has a narrative only. ● If a student does not complete any distance learning then their teacher may opt to provide them with a no grade report card that has a narrative only. 	
<p>No student will be retained, or held back a grade while participating in either the distance learning academy or blended learning program.</p>	

SAN YSIDRO SCHOOL DISTRICT
DISTANCE LEARNING ACADEMY / BLENDED PROGRAM GRADING POLICY

August 2020 - June 2021

SYSD GRADING: COVID CARE CLAUSE

Due to the Coronavirus pandemic, a COVID Care Clause will be included to the grading policy. Students' grades for the 2020-21 academic year will reflect the Distance Learning Academy and Blended Learning. Grades will be based on both synchronous and asynchronous student work and engagement. In addition, unique student and family circumstances related to the current COVID pandemic shall be taken into consideration.

Teachers will continue to monitor and support student progress toward mastery of grade level skills and standards. Teachers and staff will maintain communication with families. Daily student attendance and engagement will serve as an important component of student grades. Active student engagement in learning through participation in Google Meetings, small group support, completion of synchronous and asynchronous assignments/activities, and the completion of Independent Academic Contracts will prepare students for academic success.

MIDDLE SCHOOL: 7TH & 8TH GRADES 2020-2021

Unique family and student circumstances related to COVID pandemic shall be taken into consideration when determining student grades

Progress Reports & Semester Report Cards	Synchronous/Asynchronous Assignment Grading & Additional Supports
<ul style="list-style-type: none"> ● Progress reports and semester report card grades for distance and blended learning students will be determined by active student engagement in learning as demonstrated by student participation in: <ul style="list-style-type: none"> ○ Google Meetings ○ Small group support, office hours, and tutoring ○ Completion of Independent Academic Contracts ○ Completion of synchronous and asynchronous assignments, assessments, and activities 	<ul style="list-style-type: none"> ● In consideration of the challenges with distance learning, students will be allowed additional time to turn in work for full credit <ul style="list-style-type: none"> ○ Until the assignment is turned in, depending on the circumstance, the grade will be marked: <ul style="list-style-type: none"> ■ In Progress (IP) <ul style="list-style-type: none"> ● Late work ■ Unable to Contact (UTC) ■ No Grade (NG) <ul style="list-style-type: none"> ● For extenuating circumstances ● Students will be offered additional support through small group instruction if they are struggling to complete assignments and found to be falling behind ● Students who achieve a grade of F on a

	<p>progress report or report card shall be monitored through a plan specific to their needs and will be given additional supports, to help mitigate student learning loss and accelerate student learning through</p> <ul style="list-style-type: none"> ○ Small group support from teacher ○ Tutoring support when available ● Students are expected to participate in additional support sessions as determined through their plan to support learning loss and accelerate learning
<ul style="list-style-type: none"> ● Middle school report cards will continue to use a letter grading system, A-F in all subject areas. <ul style="list-style-type: none"> ○ For Students with extenuating circumstance: No Grade (NG) ● Middle school reports will continue to use the Citizenship and Effort Grading Rubrics. <ul style="list-style-type: none"> ○ For students with extenuating circumstances, No Grade (NG). ○ For students with No Participation, NP. 	<ul style="list-style-type: none"> ● Teachers may assign extra credit and other forms of credit recovery activities to support a student in increasing their overall semester grades ● Students will be given Second Chances <ul style="list-style-type: none"> ○ To review material that was previously not mastered and to take a Quiz/Test to improve grades on those assessments ○ To improve quality of assignments that earned a low grade
<ul style="list-style-type: none"> ● If a student is experiencing a serious hardship due to COVID-19 and they are unable to complete any synchronous or asynchronous activities or engage in learning, then their teacher may opt to provide them with a no grade report card that has a narrative only. ● If a student does not complete any synchronous or asynchronous activities or engage in learning, then their teacher may opt to provide them with a no grade report card that has a narrative only. 	
<p>No student will be retained, or held back a grade during distance learning and or blended learning.</p>	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED ADMINISTRATIVE
REGULATION NO. 5143

BACKGROUND INFORMATION:

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Administrative Regulations (AR) No. 5143 was revised to include insurance language for Athletic Teams.

RECOMMENDATION:

Approve First Reading and Adoption of Revised Administrative Regulation No. 5143 related to Insurance for Athletic Teams.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

San Ysidro SD

Administrative Regulation

Insurance

REVISED

AR 5143
Students

Athletic Teams

"Members of a school athletic team" include: (Education Code 32220)

1. Members of any extramural athletic team engaged in athletic events on or outside school grounds
2. Members of school bands or orchestras, cheerleaders and their assistants, pompom girls, team managers and their assistants, and any student selected by the school or student body organization to directly assist in the conduct of the athletic event, including incidental activities, but only while such members are being transported by or under the sponsorship or arrangements of the district or the district's student body organization to or from a school or other place of instruction and the place at which the athletic event is being conducted

Insurance for members of school athletic teams shall provide coverage for injury arising while students are: (Education Code 32221)

1. Engaging in or preparing for an athletic event sponsored or arranged by the district or student body organization
2. Being transported by the school district, or under its sponsorship, to and from the school and place of the athletic event

(cf. 3530 - Risk Management/Insurance)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.6 - School Health Services)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

Injuries arising while students are engaged in community recreational activities pursuant to Education Code 10900-10914.5 are excluded. (Education Code 32222)

The district shall offer for medical and hospital expenses resulting from accidental bodily injury a group or individual medical plan which is certified by the Insurance Commissioner to be equivalent to the required coverage of at least \$1,500. (Education Code 32221)

The district requires each student participating on a school athletic team to have insurance protection in the amount offered by the district. (Education Code 32221)

Prior to participating in athletic activities, each member of an athletic team shall provide proof of insurance coverage to the Superintendent or designee.

Offers of insurance coverage sent to athletic team members shall include the following statement printed in boldface type of prominent size: (Education Code 32221.5)

Under state law, school districts are required to ensure that all members of school athletic teams have accidental injury insurance that covers medical and hospital expenses. This insurance requirement can be met by the school district offering insurance or other health benefits that cover medical and hospital expenses.

Some students may qualify to enroll in no-cost or low-cost local, state, or federally sponsored health insurance programs. Information about these programs may be obtained by calling **1-800-300-1506 or 1-866-262-9881**.

The above statement shall also be included into any other letters or printed materials, in boldface type of prominent size, that contain the name and/or logo of the district and are sent to members of school athletic teams to inform them of the provisions of Education Code 32220-32224 or any other state law regarding the provision of insurance protection. (Education Code 32221.5)

(cf. 5145.6 - Parental Notifications)

Regulation
Approved:
Revised:

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

Regulation 5143: Insurance

Status: ADOPTED

Original Adopted Date: 06/13/2019

Athletic Teams

"Members of a school athletic team" include: (Education Code 32220)

1. Members of any extramural athletic team engaged in athletic events on or outside school grounds
2. Members of school bands or orchestras, cheerleaders and their assistants, pompom girls, team managers and their assistants, and any student selected by the school or student body organization to directly assist in the conduct of the athletic event, including incidental activities, but only while such members are being transported by or under the sponsorship or arrangements of the district or the district's student body organization to or from a school or other place of instruction and the place at which the athletic event is being conducted

Insurance for members of school athletic teams shall provide coverage for injury arising while students are: (Education Code 32221)

1. Engaging in or preparing for an athletic event sponsored or arranged by the district or student body organization
2. Being transported by the school district, or under its sponsorship, to and from the school and place of the athletic event

(cf. 3530 - Risk Management/Insurance)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.6 - School Health Services)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Injuries arising while students are engaged in community recreational activities pursuant to Education Code 10900-10914.5 are excluded. (Education Code 32222)

OPTION 1: The district shall offer for medical and hospital expenses resulting from accidental bodily injury a group or individual medical plan with accidental benefits of at least \$200 for each occurrence and major medical coverage of at least \$10,000, with no more than \$100 deductible and no less than 80 percent payable for each occurrence. (Education Code 32221)

OPTION 2: The district shall offer for medical and hospital expenses resulting from accidental bodily injury a group or individual medical plan which is certified by the Insurance Commissioner to be equivalent to the required coverage of at least \$1,500. (Education Code 32221)

OPTION 3: The district shall offer for medical and hospital expenses resulting from accidental bodily injury at least \$1,500 for all medical and hospital expenses. (Education Code 32221)

The district requires each student participating on a school athletic team to have insurance protection in the amount offered by the district. (Education Code 32221)

Prior to participating in athletic activities, each member of an athletic team shall provide proof of insurance coverage to the Superintendent or designee.

Offers of insurance coverage sent to athletic team members shall include the following statement printed in boldface type of prominent size: (Education Code 32221.5)

Under state law, school districts are required to ensure that all members of school athletic teams have accidental injury insurance that covers medical and hospital expenses. This insurance requirement can be met by the school

district offering insurance or other health benefits that cover medical and hospital expenses.

Some students may qualify to enroll in no-cost or low-cost local, state, or federally sponsored health insurance programs. Information about these programs may be obtained by calling _____(insert toll free telephone number).

The above statement shall also be included into any other letters or printed materials, in boldface type of prominent size, that contain the name and/or logo of the district and are sent to members of school athletic teams to inform them of the provisions of Education Code 32220-32224 or any other state law regarding the provision of insurance protection. (Education Code 32221.5)

(cf. 5145.6 - Parental Notifications)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

	Description
22 CCR 51050-51192	Definitions of Medi-Cal providers and services
Ed. Code 10900-10914.5	Community recreation programs
Ed. Code 32220-32224	Insurance for athletic teams
Ed. Code 33353.5	Interscholastic federation; insurance program; nontransaction of insurance
Ed. Code 35331	Insurance for field trips and excursions
Ed. Code 48980	Parental notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49470-49474	District medical services and insurance
Ed. Code 51760	Insurance, work experience programs
Ed. Code 52530	Insurance for healing arts program students
Ins. Code 10493	Benefit and relief association

Management Resources References

	Description
Website	CSBA, Medi-Cal Services Program
Website	California Department of Insurance
Website	Medi-Cal
Website	Centers for Medicare and Medicaid Services
Website	CSBA
Website	California Department of Health Care Services

Cross References

	Description
3260	Fees And Charges
3260	Fees And Charges
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3452	Student Activity Funds
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records

5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.3	Health Examinations
5141.3	Health Examinations
5141.6	School Health Services
5141.6	School Health Services
5142	Safety
5142	Safety
5145.6	Parental Notifications
6142.4	Service Learning/Community Service Classes
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

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

AGENDA ITEM: FIRST READING OF REVISED ADMINISTRATIVE REGULATION 5143 -
TRANSPORTATION ROUTES AND SERVICES

BACKGROUND INFORMATION:

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Administrative Regulations (AR) No. 3541 was revised as reflected on the attached.

RECOMMENDATION:

Approve First Reading of revised Administrative Regulation 3541 -Transportation Routes and Services.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Regulation 3541: Transportation Routes And Services

Status: ADOPTED

Original Adopted Date: 05/09/2019 | Last Reviewed Date: 05/09/2019

The Superintendent or designee shall design transportation routes and stops within district boundaries that promote student safety, maximum efficiency in the use of buses, and decreased traffic in and around the schools. The number of available vehicles owned and operated by the district is limited. These vehicles are provided for the purpose of carrying out the required operations of the district and shall not be used for personal reasons.

Non-transportation radius area will be measured in radius fashion, straight-line distance from each school site. The Superintendent or designee shall design transportation routes and stops to promote the safety of students and maximum efficiency in the use of buses.

Students shall be eligible for transportation service to and from school following non-transportation radius distances are hereby established:

1. For elementary school students:

Grades K-3: three-fourths mile

Grades 4-8: one mile

The Superintendent or designee may authorize transportation within the minimum distance when safety circumstances or hazards exist.

The Superintendent or designee shall communicate in writing to parents/guardians regarding bus routes, schedules, and stops. He/she may also arrange for local media to publish such information.

With the Board of Education's authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code 39800)
2. Field trips and excursions (Education Code 35330)
3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code 39860)
4. District employees, parents/guardians, and adult volunteers traveling to and from educational activities authorized by the district (Education Code 39837.5)
5. Preschool students (Education Code 39800)

The district shall provide curb-to-curb transportation and additional transportation services as needed for students with disabilities as specified in their individualized education program or Section 504 plan. (Education Code 41850; 20 USC 1400-1482; 34 CFR 104.4, 300.17, 300.34)

The Superintendent or designee shall provide transportation to homeless students in accordance with law, Board policy, and administrative regulation. When the student resides outside of district boundaries, the Superintendent or designee shall consult with the superintendent of the district of residence to apportion the responsibility and costs of transportation. (42 USC 11432)

The Superintendent or designee shall collaborate with the local child welfare agency to determine the provision, arrangement, and funding of transportation to enable foster youth to attend their school of origin when it is in the student's best interest to do so. (20 USC 6312)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CCR 15240-15244

Description

[Allowances for student transportation, definitions](#)

Ed. Code 10900.5	Use of school buses for community recreation
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 35350	Authority to transport pupils
Ed. Code 39800	Powers of governing board to provide transportation to and from school
Ed. Code 39800-39809.5	Transportation, general provisions
Ed. Code 39801.5	Transportation for adults
Ed. Code 39808	Transportation for private school students
Ed. Code 39830-39843	School buses
Ed. Code 39835	Use of school buses for community recreation
Ed. Code 39837	Transportation to summer employment program
Ed. Code 39837.5	Transportation of employees, parents/guardians, and adult volunteers to school activities
Ed. Code 39860	Transportation to school activities
Ed. Code 41850-41856	Allowances for transportation
Ed. Code 41860-41863	Supplementary allowances for transportation
Ed. Code 48853.5	Education of foster youth; immediate enrollment

Federal References

20 USC 1400-1482
20 USC 6312
34 CFR 104.4
34 CFR 300.17
34 CFR 300.34
42 USC 11432

Description

Individuals with Disabilities Education Act
Local educational agency plan
Equal opportunity under the Rehabilitation Act of 1973, Section 504
Free appropriate public education
Related services
McKinney-Vento Homeless Assistance Act

Management Resources References

CSBA Publication
Website
Website

Description

Special Education Pupil Transportation: Considerations in the Era of LCFF, Governance Brief, April 2014
California Department of Education, Office of School Transportation
Pupil Transportation Safety Institute

Cross References

1112
3250
3250
3510
3514
3514
3540
3540
3541.1
3541.2
3542

Description

Media Relations
Transportation Fees
Transportation Fees
Green School Operations
Environmental Safety
Environmental Safety
Transportation
Transportation
Transportation For School-Related Trips
Transportation For Students With Disabilities
School Bus Drivers

4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth

Regulation 3541-R(1): Transportation Routes And Services

The Superintendent or designee shall design transportation routes and stops within district boundaries that promote student safety, maximum efficiency in the use of buses, and decreased traffic in and around the schools. The number of available vehicles owned and operated by the district is limited. These vehicles are provided for the purpose of carrying out the required operations of the district and shall not be used for personal reasons.

Non-transportation radius area will be measured in radius fashion, straight-line distance from each school site. The Superintendent or designee shall design transportation routes and stops to promote the safety of students and maximum efficiency in the use of buses.

Students shall be eligible for transportation service to and from school following non-transportation radius distances are hereby established:

1. ~~For elementary school students:~~ For elementary school students during regular school year:

~~Grades K-3~~ *K-6: three fourths mile* *one mile*

~~Grades 4-8~~ *7-8: one mile* *one and half mile*

2. ~~For elementary school students during state of emergency school year:~~ Modified Transportation availability routes pending emergency safety protocols, needs and resources.

~~Grades K-6: one and quarter mile~~

~~Grades 7-8: one and half mile~~

The Superintendent or designee may authorize transportation within the minimum distance when safety circumstances or hazards exist.

The Superintendent or designee shall communicate in writing to parents/guardians regarding bus routes, schedules, and stops. He/she may also arrange for local media to publish such information.

With the Board of Education's authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code 39800)
2. Field trips and excursions (Education Code 35330)
3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code 39860)
4. District employees, parents/guardians, and adult volunteers traveling to and from educational activities

authorized by the district (Education Code 39837.5)

5. Preschool students (Education Code 39800)

The district shall provide curb-to-curb transportation and additional transportation services as needed for students with disabilities as specified in their individualized education program or Section 504 plan. (Education Code 41850; 20 USC 1400-1482; 34 CFR 104.4, 300.17, 300.34)

The Superintendent or designee shall provide transportation to homeless students in accordance with law, Board policy, and administrative regulation. When the student resides outside of district boundaries, the Superintendent or designee shall consult with the superintendent of the district of residence to apportion the responsibility and costs of transportation. (42 USC 11432)

The Superintendent or designee shall collaborate with the local child welfare agency to determine the provision, arrangement, and funding of transportation to enable foster youth to attend their school of origin when it is in the student's best interest to do so. (20 USC 6312)

State References

Description

5 CCR 15240-15244

[Allowances for student transportation, definitions](#)

Ed. Code 10900.5

[Use of school buses for community recreation](#)

Ed. Code 35330

[Field trips and excursions; student fees](#)

Ed. Code 35350

[Authority to transport pupils](#)

Ed. Code 39800

[school](#)

[Powers of governing board to provide transportation to and from](#)

Ed. Code 39800-39809.5

[Transportation, general provisions](#)

Ed. Code 39801.5

[Transportation for adults](#)

Ed. Code 39808

[Transportation for private school students](#)

Ed. Code 39830-39843

[School buses](#)

Ed. Code 39835

[Use of school buses for community recreation](#)

Ed. Code 39837

[Transportation to summer employment program](#)

Ed. Code
39837.5

[Transportation of employees, parents/guardians, and adult
volunteers to school activities](#)

Ed. Code 39860

[Transportation to school activities](#)

Ed. Code 41850-41856

[Allowances for transportation](#)

Ed. Code 41860-41863

[Supplementary allowances for transportation](#)

Ed. Code 48853.5

[Education of foster youth; immediate enrollment](#)

Federal References

20 USC 1400-1482	<u>Individuals with Disabilities Education Act</u>
20 USC 6312	<u>Local educational agency plan</u>
34 CFR 104.4	<u>Equal opportunity under the Rehabilitation Act of 1973, Section 504</u>
34 CFR 300.17	<u>Free appropriate public education</u>
34 CFR 300.34	<u>Related services</u>
42 USC 11432	<u>McKinney-Vento Homeless Assistance Act</u>

Description**Management Resources References****Description**

CSBA
Publication

Website

Website

[Special Education Pupil Transportation: Considerations in the Era of LCFF, Governance Brief, April 2014](#)

[California Department of Education, Office of School Transportation](#)

[Pupil Transportation Safety Institute](#)

Cross References**Description**

1112	<u>Media Relations</u>
3250	<u>Transportation Fees</u>
3250-R(1)	<u>Transportation Fees</u>
3510	<u>Green School Operations</u>
3514	<u>Environmental Safety</u>
3514-R(1)	<u>Environmental Safety</u>
3540	<u>Transportation</u>
3540-R(1)	<u>Transportation</u>
3541.1-R(1)	<u>Transportation For School-Related Trips</u>
3541.2	<u>Transportation For Students With Disabilities</u>
3542-R(1)	<u>School Bus Drivers</u>
4141.6	Concerted Action/Work Stoppage
4141.6-R(1)	Concerted Action/Work Stoppage

4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6-R(1)	Concerted Action/Work Stoppage
5116.1	Intradistrict Open Enrollment
5116.1-R(1)	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117-R(1)	Interdistrict Attendance
5148.3	Preschool/Early Childhood Education
5148.3-R(1)	Preschool/Early Childhood Education
6154	Homework/Makeup Work
6159	Individualized Education Program
6159-R(1)	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6-R(1)	Identification And Education Under Section 504
6173	Education For Homeless Children

6173-R(1)

Education For Homeless Children

6173.1

Education For Foster Youth

6173.1-R(1)

Education For Foster Youth

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AB1200 AND COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION - AMENDMENT NO. 1

BACKGROUND INFORMATION:

On August 13, 2020, the Governing Board approved the Memorandum of Understanding between the San Ysidro School District and the Classified School Employees Association (CSEA) regarding school reopenings due to the COVID-19 pandemic. The MOU is effective July 1, 2020 through June 30, 2021.

Amendment No. 1 is to amend the following sections:

- Section C.1.e.i (Technology Stipend)
- Section D.3.b.iv (Hazard Pay)
- Section D.3 (Hazard Pay)

RECOMMENDATION:

Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and Amendment No. 1 to the Collective Bargaining Memorandum of Understanding between the San Ysidro School District and the Classified School Employees Association for the period of July 1, 2020 through June 30, 2021 and its Chapter 154 coronavirus response.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

2020-2021

\$470,206.02

(Amount)

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

Yes No

ESSER & CARES ACT Funds

(Name of funding source and/or location)

Requisition #

Recommended for: Approval Denial Certification Requested Yes No

Disclosure of Collective Bargaining Agreement

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

San Ysidro School District

Name of Bargaining Unit: Classified School Employee Association Certified: _____ Classified: X

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: November 12, 2020
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$9,954,622.90	\$0.00	0.00%	\$149,319.34	1.50%	\$151,559.13	1.50%
2. Salary Schedule - Increase (Decrease)	\$9,954,622.90	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$9,954,622.90	\$388,465.18	3.90%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$3,070,204.79	\$81,740.84	2.66%	\$31,419.78	1.00%	\$31,891.07	1.00%
5. Health/Welfare Benefits - Increase (Decrease)	\$2,033,000.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$15,057,827.69	\$470,206.02	3.12%	\$180,739.12	1.16%	\$183,450.21	1.17%
7. Total Number of Represented Employees	214.00	214.00		214.00		214.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$70,363.68	\$2,197.22	3.12%	\$844.58	1.16%	\$857.24	1.17%

Impact on other Funds: Costs for other funds are included in the general fund (0100) since the stipend/hazard will be paid out of ESSER and CARES Act funds.

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

1. Section C.1.e.i (Technology Stipend): Include the Child & Family Project Facilitator in the technology stipend to be issued no later than December 31, 2020.
2. Section D.3.b.iv (Hazard Pay): Include the Child & Family Project Facilitator in the hazard pay related to direct interaction with parents for the purpose of registration throughout the month of August 2020.
3. Section D.3 (Hazard Pay):
 - a. Testing Assistants shall be paid a \$400 per month stipend for the months of October, November and December 2020 to complete in-person assessments.
 - b. Bus Drivers who transport students or unit members who assist in the transportation of students throughout the months of October, November and December 2020, shall receive time and a half pay (additional 50% of their regular pay) for each hour worked transporting or assisting in the transportation of the student.
 - c. The following bargaining unit members who work on site to support the Distance Learning Support program throughout the months of October, November and December 2020, shall receive time and a half pay (additional 50% of their regular pay) for each hour worked on site: i. Campus Security, Child Nutrition Specialists, Custodians, Instructional Aide, SPED, and Lead Child Nutrition Specialists.

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

No changes in non-compensation items.

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

No specific impacts on instructional/support programs to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

No contingency language is included in the proposed agreement.

E. Source of Funding for Proposed Agreement

1. One-time tech stipend and hazard pay will be funded by ESSER and CARES Act funds.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Provisions of this MOU will be effective July 1, 2020 to June 30, 2021.

Technology stipend and hazard pay are for the 2020-2021 school year.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is not a multi-year agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$59,478,205
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,211.37
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$1,784,346.16

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

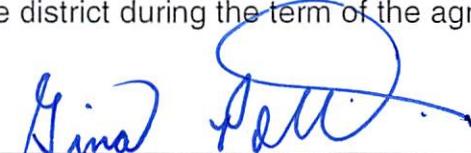
a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,787,274.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.38
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$1,787,274.38

3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes No

G. Certification

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

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



 District Superintendent
 (Signature)

10/29/2020

 Date



 Chief Business Official
 (Signature)

10/29/2020

 Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

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

Date of governing board approval of budget revisions in Col. 2: December 14, 2020
 in accordance with Education Code § 42142 and Government Code § 3547.5

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

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

	(Col. 1) Latest Board- Approved Budget Before Settlement as of 7/28/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	45,873,388			45,873,388
Remaining Revenues (8100-8799)	15,259,555			15,259,555
TOTAL REVENUES	61,132,943	0	0	61,132,943
EXPENDITURES:				0
1000 Certificated Salaries	23,834,495			23,834,495
2000 Classified Salaries	9,954,623	388,465		10,343,088
3000 Employee Benefits	13,429,739	81,741		13,511,480
4000 Books and Supplies	4,372,125		(470,206)	3,901,919
5000 Services and Operating Expenses	7,636,201			7,636,201
6000 Capital Outlay	0			0
7000 Other	144,681			144,681
TOTAL EXPENDITURES	59,371,863	470,206	(470,206)	59,371,863
OPERATING SURPLUS (DEFICIT)	1,761,080	(470,206)	470,206	1,761,080
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT	106,342			106,342
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,654,738	(470,206)	470,206	1,654,738
BEGINNING BALANCE	1,325,391			1,325,391
CURRENT YEAR-ENDING BALANCE	2,980,128	(470,206)	470,206	2,980,128
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	68,433			68,433
Restricted (9740)	684,547	(470,206)	470,206	684,547
Committed (9750/9760)				0
Assigned (9780)	439,874			439,874
Reserve Economic Uncertainties (9789)	1,787,274			1,787,274
Unassigned/Unappropriated (9790)	0			0

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

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

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

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

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

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

2. Salary Schedule

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

3. Other Compensation

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

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

4. Statutory Benefits

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

5. Health/Welfare Benefits

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

6. Total Compensation

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

7. Total Number of Represented Employees

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

8. Total Compensation Cost for Average Employee

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

Amendment No. 1

Memorandum of Understanding about Coronavirus Response

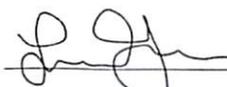
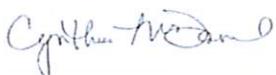
The Memorandum of Understanding between San Ysidro School District (“District”) and the California School Employees Association and its Chapter 154 (“CSEA”) dated August 7, 2020 is hereby amended as follows:

1. **Section C.1.e.i (Technology Stipend):** Include the Child & Family Project Facilitator in the technology stipend to be issued no later than December 31, 2020.
2. **Section D.3.b.iv (Hazard Pay):** Include the Child & Family Project Facilitator in the hazard pay related to direct interaction with parents for the purpose of registration throughout the month of August 2020.
3. **Section D.3 (Hazard Pay):**
 - a. Testing Assistants shall be paid a \$400 per month stipend for the months of October, November and December 2020 to complete in-person assessments.
 - b. Bus Drivers who transport students or unit members who assist in the transportation of students throughout the months of October, November and December 2020, shall receive time and a half pay (additional 50% of their regular pay) for each hour worked transporting or assisting in the transportation of the student.
 - c. The following bargaining unit members who work on site to support the Distance Learning Support program throughout the months of October, November and December 2020, shall receive time and a half pay (additional 50% of their regular pay) for each hour worked on site:
 - i. Campus Security, Child Nutrition Specialists, Custodians, Instructional Aide, SPED, and Lead Child Nutrition Specialists.

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

Nothing in this agreement shall be considered precedent setting or the establishment of a past practice.

These amendments have been mutually agreed upon by the parties.

	10/28/2020		10/28/2020
CSEA Representative	Date	District Representative	Date
	10/28/2020		
CSEA Representative	Date	District Representative	Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AB1200 AND COLLECTIVE BARGAINING MEMORANDUMS OF UNDERSTANDING WITH THE SAN YSIDRO EDUCATION ASSOCIATION

BACKGROUND INFORMATION:

The San Ysidro Education Association (SYEA) and the San Ysidro School District approved two Memorandums of Understanding dated October 6, 2020 related to the COVID safety protocols and Opening of Schools:

1. 2020-21 School Counselor Prep Days
2. 2020-21 Multi-Disciplinary Assessments

An AB1200 form reflecting the proposed changes in compensation, will be submitted to the San Diego County Office of Education.

RECOMMENDATION:

Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and the Collective Bargaining Memorandums of Understanding between the San Ysidro School District and the San Ysidro Education Association for the period of July 1, 2020 through June 30, 2021 regarding in-person special education assessments & School Counselor preparation days.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

2020-2021

\$68,630.81

(Amount)

ESSER & CARES ACT Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Disclosure of Collective Bargaining Agreement

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

San Ysidro School District

Name of Bargaining Unit: San Ysidro Education Association Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: November 12, 2020
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$23,834,494.50	\$0.00	0.00%	\$476,689.89	2.00%	\$486,223.69	2.00%
2. Salary Schedule - Increase (Decrease)	\$23,834,494.50	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$23,834,494.50	\$56,700.00	0.24%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$5,015,254.33	\$11,930.81	0.24%	\$100,305.09	2.00%	\$102,311.19	2.00%
5. Health/Welfare Benefits - Increase (Decrease)	\$2,324,650.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$31,174,398.83	\$68,630.81	0.22%	\$576,994.98	1.85%	\$588,534.88	1.85%
7. Total Number of Represented Employees	18.00	18.00		18.00		18.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$1,731,911.05	\$3,812.82	0.22%	\$32,055.28	1.85%	\$32,696.38	1.85%

Impact on other Funds: Costs for other funds are included in the general fund (0100) since the stipend will be paid out of the CARES Act and/or ESSER funds.

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

This agreement is between the San Ysidro School District ('District') and the San Ysidro Education Association ('Association'). The District and the Association acknowledge that on August 12, 2020 and August 13, 2020 School Counselors worked on master scheduling in lieu of utilizing the 1.5 days of preparation time in which they are entitled to per the collective bargaining agreement. Therefore, in order to resolve the issue, we hereby mutually agree to the following: School Counselors shall receive a one-time stipend of \$500.

The District shall solicit qualified volunteers to perform the in-person portion of the Multidisciplinary Assessments throughout the months of October, November and December 2020. 2. Unit members who volunteer for this assignment shall receive an hourly stipend as follows for any hours worked completing the in-person portion of the Multi-Disciplinary Assessments from October 12, 2020 through December 18, 2020.

- a. School Psychologists shall receive a stipend of \$30 per hour for in-person assessment.
 - b. Language, Speech and Hearing Specialists shall receive a stipend of \$30 per hour for in-person assessment.
 - c. Adapted PE Teacher shall receive a stipend of \$50 per hour for in-person assessment and loss of prep time.
 - d. Special Day Class Teachers shall receive a stipend of \$50 per hour for in-person assessment and loss of prep time.
 - e. Resource Specialists shall receive a stipend of \$50 per hour for in-person assessment and loss of prep time.
-

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

The District shall ensure all COVID safety protocols as agreed to in the MOU regarding COVID-19 and Opening of Schools.

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

To the extent that the District is unable to solicit sufficient qualified volunteers, it reserves the right to contract out the in-person portion of the Multi-Disciplinary Assessments. This does not set precedent for future out-sourcing of bargaining unit work. 4. The change in workload as a result of in-person assessments with an end date of December 18, 2020 may be reasonably offset by the temporary reassignment of caseloads among unit members (Language, Speech and Hearing Specialists and School Psychologists) to ensure parity. 5. The District acknowledges that unit members who do not volunteer for this assignment shall not be retaliated against or treated unfairly in any way.

Revised 07/04

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

This is a one-time, non-precedent setting MOU and shall not be used in any further actions.

E. Source of Funding for Proposed Agreement

1. This agreement will be funded by the CARES Act and/or ESSER funds.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Provisions of this MOU will be effective July 1, 2020 to June 30, 2021.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is not a multi-year agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$59,478,205
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,211.37
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$1,784,346.16

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

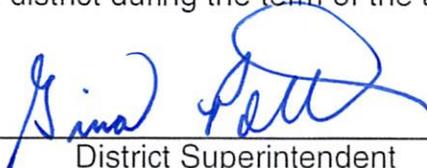
a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,787,274.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.38
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$1,787,274.38

3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes No

G. Certification

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

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



 District Superintendent
 (Signature)

10/20/2020

 Date



 Chief Business Official
 (Signature)

10/20/2020

 Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

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

Date of governing board approval of budget revisions in Col. 2: December 15, 2020
 in accordance with Education Code § 42142 and Government Code § 3547.5

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

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	(Col. 1) Latest Board- Approved Budget Before Settlement as of 7/28/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
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Committed (9750/9760)				0
Assigned (9780)	439,874			439,874
Reserve Economic Uncertainties (9789)	1,787,274			1,787,274
Unassigned/Unappropriated (9790)	0			0

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

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PROPOSED CHANGE IN COMPENSATION

1. Step and Column

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

2. Salary Schedule

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

3. Other Compensation

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

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

4. Statutory Benefits

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

5. Health/Welfare Benefits

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

6. Total Compensation

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

7. Total Number of Represented Employees

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

8. Total Compensation Cost for Average Employee

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



GOVERNING BOARD

Humberto Gurmilan, President
Antonio Martinez, Vice-President

Rudy Lopez Clerk
Irene Lopez, Member
Rosaleah Pallasigie, Member

Quality education and opportunity for all students to succeed

**Memorandum of Understanding
Between
San Ysidro Education Association
And
San Ysidro School District**

**2020-2021 School Counselor Prep Days
October 6, 2020**

This agreement is between the San Ysidro School District ('District') and the San Ysidro Education Association ('Association'). The District and the Association acknowledge that on August 12, 2020 and August 13, 2020 School Counselors worked on master scheduling in lieu of utilizing the 1.5 days of preparation time in which they are entitled to per the collective bargaining agreement. Therefore, in order to resolve the issue, we hereby mutually agree to the following:

1. School Counselors shall receive a one-time stipend of \$500 no later than the November 2020 pay warrant.
2. This is a one-time, non-precedent setting MOU and shall not be used in any further actions.

For SYEA:



Natalie Larosa, SYEA President

Date: 10/06/2020

For the District:



David Farkas, Executive Director of HR

Date: 10/06/2020



GOVERNING BOARD

Humberto Gurmilan, President
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Rudy Lopez Clerk
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Quality education and opportunity for all students to succeed

**Memorandum of Understanding
Between
San Ysidro Education Association
And
San Ysidro School District**

**2020-2021 Multi-Disciplinary Assessments
October 6, 2020**

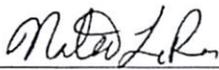
This agreement is between the San Ysidro School District ('District') and the San Ysidro Education Association ('Association'). Due to the COVID-19 pandemic, the District is behind on its legally required Multi-Disciplinary Assessments. Therefore, in order to remain in compliance and to provide our students with special education needs with the services they are entitled to, we hereby mutually agree to the following:

1. The District shall solicit qualified volunteers to perform the in-person portion of the Multi-Disciplinary Assessments throughout the months of October, November and December 2020.
2. Unit members who volunteer for this assignment shall receive an hourly stipend as follows for any hours worked completing the in-person portion of the Multi-Disciplinary Assessments from October 12, 2020 through December 18, 2020.
 - a. School Psychologists shall receive a stipend of \$30 per hour for in-person assessment.
 - b. Language, Speech and Hearing Specialists shall receive a stipend of \$30 per hour for in-person assessment.
 - c. Adapted PE Teacher shall receive a stipend of \$50 per hour for in-person assessment and loss of prep time.
 - d. Special Day Class Teachers shall receive a stipend of \$50 per hour for in-person assessment and loss of prep time.
 - e. Resource Specialists shall receive a stipend of \$50 per hour for in-person assessment and loss of prep time.
3. To the extent that the District is unable to solicit sufficient qualified volunteers, it reserves the right to contract out the in-person portion of the Multi-Disciplinary Assessments. This does not set precedent for future out-sourcing of bargaining unit work.
4. The change in workload as a result of in-person assessments with an end date of December 18, 2020 may be reasonably offset by the temporary reassignment of caseloads among unit members (Language, Speech and Hearing Specialists and School Psychologists) to ensure parity.
5. The District acknowledges that unit members who do not volunteer for this assignment shall not be retaliated against or treated unfairly in any way.
6. The District shall ensure all COVID safety protocols as agreed to in the MOU regarding COVID-19 and Opening of Schools and as outlined below are followed:

- a. Unit members shall receive a district issued face mask, face shield and gloves prior to beginning in-person assessments.
- b. All students and staff shall be temperature checked and screened for COVID symptoms prior to entering the in-person assessment work area.
- c. All assessment work areas shall be equipped with plexi-glass.
- d. All assessment work areas shall be disinfected daily.
- e. Parents shall be advised by administration to stay in close proximity of the assessment site in case of an emergency.
- f. Members shall be given a walkie-talkie while assessing. During the assessment process, administrators need to be on campus and shall be responsive and available for help.
- g. Unit members will be provided an appropriate safe testing place, including but not limited to an outside area.

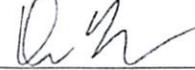
7. This is a one-time, non-precedent setting MOU and shall not be used in any further actions.

For SYEA:



Natalie Larosa, SYEA President

For the District:



David Farkas, Executive Director of HR

Date: 10/06/2020

Date: 10/06/2020

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AB1200 FOR CERTIFICATED AND CLASSIFIED MANAGEMENT STAFF

BACKGROUND INFORMATION:

On September 17, 2020, the Governing Board of the District approved the COVID related technology stipend for Management staff member for the 2020-2021 school year.

RECOMMENDATION:

Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education regarding the COVID related technology stipend of \$500.00 for Certificated and Classified Management staff for the 2020-2021 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

2020-2021

\$16,945.88

(Amount)

CARES ACT Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Disclosure of Collective Bargaining Agreement

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

San Ysidro School District

Name of Bargaining Unit: _____ Certified/Classified Management _____ Certified: X Classified: X

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: November 12, 2020
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$3,327,703.75	\$0.00	0.00%	\$49,915.56	1.50%	\$50,664.29	1.50%
2. Salary Schedule - Increase (Decrease)	\$3,327,703.75	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$3,327,703.75	\$14,000.00	0.42%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$700,215.42	\$2,945.88	0.42%	\$10,503.23	1.49%	\$10,660.78	1.49%
5. Health/Welfare Benefits - Increase (Decrease)	\$266,000.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$4,293,919.17	\$16,945.88	0.39%	\$60,418.79	1.40%	\$61,325.07	1.40%
7. Total Number of Represented Employees	28.00	28.00		28.00		28.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$153,354.26	\$605.21	0.39%	\$2,157.81	1.40%	\$2,190.18	1.40%

Impact on other Funds:

Costs for other funds are included in the general fund (0100) since the stipend will be paid out of the CARES Act funds.

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

The San Ysidro School District approved technology stipends for both the certificated and classified bargaining units via COVID related Memorandums of Understanding. In line with those stipends, the District is providing a \$500 stipend for management staff to offset technology costs related to COVID and remote work during the pandemic.

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

No changes in non-compensation items.

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

No specific impacts on instructional/support programs to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

No contingency language is included in the proposed agreement.

E. Source of Funding for Proposed Agreement

1. One-time stipend will be funded by the CARES Act funds.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Provisions of this MOU will be effective July 1, 2020 to June 30, 2021.

Technology stipend for management staff members is for the 2020-2021 school year.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is not a multi-year agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$59,478,205
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,211.37
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$1,784,346.16

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

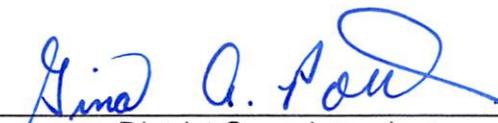
a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,787,274.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.38
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$1,787,274.38

3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes No

G. Certification

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

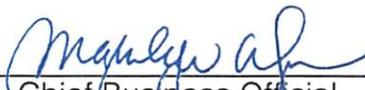
We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



 District Superintendent
 (Signature)

10/12/2020

 Date



 Chief Business Official
 (Signature)

10/12/2020

 Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

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

Date of governing board approval of budget revisions in Col. 2: July 28, 2020
in accordance with Education Code § 42142 and Government Code § 3547.5

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

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

	(Col. 1) Latest Board- Approved Budget Before Settlement as of 7/28/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	45,873,388			45,873,388
Remaining Revenues (8100-8799)	15,259,555			15,259,555
TOTAL REVENUES	61,132,943	0	0	61,132,943
EXPENDITURES:				0
1000 Certificated Salaries	23,834,495	9,500		23,843,995
2000 Classified Salaries	9,954,623	4,500		9,959,123
3000 Employee Benefits	13,429,739	2,946		13,432,685
4000 Books and Supplies	4,372,125		(12,446)	4,359,679
5000 Services and Operating Expenses	7,636,201			7,636,201
6000 Capital Outlay	0			0
7000 Other	144,681			144,681
TOTAL EXPENDITURES	59,371,863	16,946	(12,446)	59,376,363
OPERATING SURPLUS (DEFICIT)	1,761,080	(16,946)	12,446	1,756,580
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT	106,342			106,342
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,654,738	(16,946)	12,446	1,650,238
BEGINNING BALANCE	1,325,391			1,325,391
CURRENT YEAR-ENDING BALANCE	2,980,128	(16,946)	12,446	2,975,628
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	68,433			68,433
Restricted (9740)	684,547	(16,946)	12,446	680,047
Committed (9750/9760)				0
Assigned (9780)	439,874			439,874
Reserve Economic Uncertainties (9789)	1,787,274			1,787,274
Unassigned/Unappropriated (9790)	0			0

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

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

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

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

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

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

2. Salary Schedule

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

3. Other Compensation

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

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

4. Statutory Benefits

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

5. Health/Welfare Benefits

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

6. Total Compensation

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

7. Total Number of Represented Employees

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

8. Total Compensation Cost for Average Employee

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AB1200 AND COVID RELATED TECHNOLOGY STIPEND FOR
CLASSIFIED CONFIDENTIAL STAFF

BACKGROUND INFORMATION:

The San Ysidro School District approved technology stipends for both the certificated and classified bargaining units via COVID related Memorandums of Understanding. In line with those stipends, the District is providing a \$500.00 stipend for classified confidential staff to offset technology costs related to COVID and remote work during the pandemic.

RECOMMENDATION:

Approve the COVID related technology stipend of \$500.00 for Classified Confidential staff for the 2020-2021 school year and the submittal of AB1200 to the San Diego County Office of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

2020-2021
\$2,420.84
(Amount)

CARES ACT Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Disclosure of Collective Bargaining Agreement

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

San Ysidro School District

Name of Bargaining Unit: _____ Classified Confidential _____ Certificated: _____ Classified: X

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: November 12, 2020
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$346,948.10	\$0.00	0.00%	\$5,204.22	1.50%	\$5,282.28	1.50%
2. Salary Schedule - Increase (Decrease)	\$346,948.10	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$346,948.10	\$2,000.00	0.58%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$107,005.73	\$420.84	0.39%	\$1,095.07	1.02%	\$1,111.50	1.02%
5. Health/Welfare Benefits - Increase (Decrease)	\$38,000.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$491,953.83	\$2,420.84	0.49%	\$6,299.29	1.27%	\$6,393.78	1.28%
7. Total Number of Represented Employees	4.00	4.00		4.00		4.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$122,988.46	\$605.21	0.49%	\$1,574.82	1.27%	\$1,598.45	1.28%

Impact on other Funds: Costs for other funds are included in the general fund (0100) since the stipend will be paid out of the CARES Act funds.

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

The San Ysidro School District approved technology stipends for certificated, classified and management staff. In line with those stipends, the District is providing a \$500 stipend for classified confidential staff to offset technology costs related to COVID and remote work during the pandemic.

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

No changes in non-compensation items.

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

No specific impacts on instructional/support programs to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

No contingency language is included in the proposed agreement.

E. Source of Funding for Proposed Agreement

1. One-time stipend will be funded by the CARES Act funds.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Provisions of this MOU will be effective July 1, 2020 to June 30, 2021.

Technology stipend for classified confidential staff members is for the 2020-2021 school year.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is not a multi-year agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$59,478,205
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,211.37
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$1,784,346.16

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

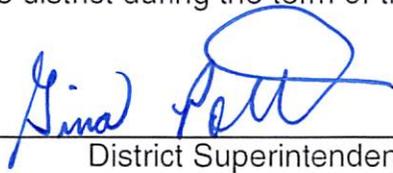
a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,787,274.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.38
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$1,787,274.38

3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes No

G. Certification

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

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



District Superintendent
(Signature)

10/29/2020

Date



Chief Business Official
(Signature)

10/29/2020

Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

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

Date of governing board approval of budget revisions in Col. 2: December 14, 2020
 in accordance with Education Code § 42142 and Government Code § 3547.5

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

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

	(Col. 1) Latest Board- Approved Budget Before Settlement as of 7/28/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	45,873,388			45,873,388
Remaining Revenues (8100-8799)	15,259,555			15,259,555
TOTAL REVENUES	61,132,943	0	0	61,132,943
EXPENDITURES:				0
1000 Certificated Salaries	23,834,495			23,834,495
2000 Classified Salaries	9,954,623	2,000		9,956,623
3000 Employee Benefits	13,429,739	421		13,430,160
4000 Books and Supplies	4,372,125		(2,421)	4,369,704
5000 Services and Operating Expenses	7,636,201			7,636,201
6000 Capital Outlay	0			0
7000 Other	144,681			144,681
TOTAL EXPENDITURES	59,371,863	2,421	(2,421)	59,371,863
OPERATING SURPLUS (DEFICIT)	1,761,080	(2,421)	2,421	1,761,080
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT	106,342			106,342
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,654,738	(2,421)	2,421	1,654,738
BEGINNING BALANCE	1,325,391			1,325,391
CURRENT YEAR-ENDING BALANCE	2,980,128	(2,421)	2,421	2,980,128
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	68,433			68,433
Restricted (9740)	684,547	(2,421)	2,421	684,547
Committed (9750/9760)				0
Assigned (9780)	439,874			439,874
Reserve Economic Uncertainties (9789)	1,787,274			1,787,274
Unassigned/Unappropriated (9790)	0			0

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

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

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

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

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

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

2. Salary Schedule

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

3. Other Compensation

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

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

4. Statutory Benefits

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

5. Health/Welfare Benefits

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

6. Total Compensation

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

7. Total Number of Represented Employees

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

8. Total Compensation Cost for Average Employee

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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Human Resources
Linda Gonzales, Executive Director

Informational
 Action

AGENDA ITEM: AMENDMENT TO EXHIBIT A OF THE MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SAN YSIDRO EDUCATION ASSOCIATION REGARDING SCHOOL REOPENINGS

BACKGROUND INFORMATION:

Administration recommends approval of the amendment to Exhibit A of the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding school reopenings. The amendment to Exhibit A addresses the addition of Social Emotional Curriculum to the Distance Learning schedules.

RECOMMENDATION:

Approve the amendment to Exhibit A of the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding school reopenings at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(Amount)	(Name of funding source and/or location)	
Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial Certification Requested <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

EXHIBIT A

GR Pre-K Distance Learning Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday - Minimum Day	
15 min 8:15 – 8:30	Prep to Get Online	Prep to Get Online	Prep to Get Online	Prep to Get Online	15 min 8:15 – 8:30	Prep to Get Online
8:30 AM	Student Start Time	Student Start Time	Student Start Time	Student Start Time	8:30 AM	Student Start Time
20 min 8:30 – 8:50	Synchronous Circle Time: Attendance Welcome Song ELA/ELD	Synchronous Circle Time: Attendance Welcome Song MATH/ELD	Synchronous Circle Time: Attendance Welcome Song ELA/ELD	Synchronous Circle Time: Attendance Welcome Song MATH/ELD	20 min 8:30 – 8:50	Synchronous: Circle Time: Attendance STEAM Story
20 min 8:50 – 9:10	ELA Synchronous Direct Instruction	Math Synchronous Direct Instruction	ELA Synchronous Direct Instruction	Math Synchronous Direct Instruction	15 min 8:50 – 9:05	Synchronous: STEAM Lesson/Activity
15 min 9:10 – 9:25	Synchronous: Gross Motor Movement Time	Synchronous: Gross Motor Movement Time	Synchronous: Gross Motor Movement Time	Synchronous: Gross Motor Movement Time	10 min 9:05 – 9:15	Synchronous: Closing Circle Time
15 min 9:25 – 9:40	Synchronous: Story Time	Synchronous: Story Time	Synchronous: Story Time	Synchronous: Story Time	1 hour 9:15 – 10:15	Independent Student Asynchronous Activities: Enrichment, ART, Fine Motor, manipulative play
10 min 9:40 – 9:50	Synchronous: Social Emotional Component	Synchronous: Social Emotional Component	Synchronous: Social Emotional Component	Synchronous: Social Emotional Component	1 hour & 15 min	Teacher Planning
10 min 9:50 – 10:00	Synchronous: Closing Circle Time	Synchronous: Closing Circle Time	Synchronous: Closing Circle Time	Synchronous: Closing Circle Time	1 hour	PD/DRS Time
45 min	Teacher Planning	Teacher Planning	Teacher Planning	Teacher Planning	Mon-Thu = 1.5 Hours Instruction Fri = 45 min of Instruction	
45 min	PD/DRS Time	PD/DRS Time	PD/DRS Time	PD/DRS Time		

TK/K Distance Learning Schedule - **AMENDED 10/12/2020**

	Monday	Tuesday	Wednesday	Thursday	Friday - Minimum Day	
15 min 8:15 – 8:30	Prep to Get Online	15 min 8:15 – 8:30	Prep to Get Online			
8:30AM	Student Start Time	Student Start Time	Student Start Time	Student Start Time	8:30AM	Student Start Time
30 min 8:30 – 9:00	Attendance* Social Studies/Science/PE/ART (Teacher choice- Synchronous and/or asynchronous)	30 min 8:30 – 9:00	Advisory: Attendance Synchronous SEL			
25 min 9:00 – 9:25	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	45 min 9:00 – 9:45	Designated ELD: Teacher Led Small Groups
35 min 9:25 – 10:00	ELA Independent Practice	ELA Independent Practice	ELA Independent Practice	ELA Independent Practice	30 min 9:45 – 10:15	Synchronous Sci-Phy PE time by Grade Level
30 min 10:00 – 10:30	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	1 hour 10:15 – 11:15	Independent Student Activities: Asynchronous Leveled Tech Ed Assignments
					1 hour & 45 min	PD/DRS Time
45 min 10:30 – 11:15	LUNCH	LUNCH	LUNCH	LUNCH	45 min	LUNCH
30 min 11:15 – 11:45	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	*Attendance shall be taken daily (within Synergy) in accordance with Senate Bill 98 and as detailed below. **Acknowledging the need for SEL does not show agreement by SYEA that article 17 (workload) has not been violated.	
35 min 11:45 – 12:20	Math Independent/ Asynchronous Small Groups	Math Independent/ Asynchronous Small Groups	Math Independent/ Asynchronous Small Groups	Math Independent/ Asynchronous Small Groups		
10 min 12:20 – 12:30	Synchronous SEL**	Synchronous SEL**	Synchronous SEL**	Synchronous SEL**		
1 Hour & 35 min	Teacher prep Plan/check work/ Reach out to parents	Note: Sci-Phy schedules will be developed and shared and each class will receive weekly Sci-Phy hours.				
1 Hour & 30 min	PD/DRS Time	PD/DRS Time	PD/DRS Time	PD/DRS Time		

GR 1-3 Distance Learning Schedule - **AMENDED 10/12/2020**

	Monday	Tuesday	Wednesday	Thursday	Friday - Minimum Day	
15 min 8:15 – 8:30	Prep to Get Online	15 min 8:15 – 8:30	Prep to Get Online			
8:30AM	Student Start Time	Student Start Time	Student Start Time	Student Start Time	8:30AM	Student Start Time
30 min 8:30 – 9:00	Attendance* Social Studies/Science PE/ART (Teacher choice- Synchronous and/or asynchronous)	30 min 8:30 – 9:00	Advisory: Attendance Synchronous SEL			
30 min 9:00 – 9:30	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	45 min 9:00 – 9:45	Designated ELD: Teacher Led Small Groups
55 min 9:30 – 10:25	ELA Asynchronous (Video/Independent) Video supplied by Benchmark Bank	30 min 9:45 – 10:15	Synchronous Sci-Phy PE time by Grade Level			
45 min 10:25 – 11:10	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	1 hour 10:15 – 11:15	Independent Student Activities Asynchronous - Leveled Tech Ed
45 min 11:10 - 11:55	LUNCH	LUNCH	LUNCH	LUNCH	1 hour & 45 min	PD/DRS Time
					45 min	LUNCH
30 min 11:55 – 12:25	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	*Attendance shall be taken daily (within Synergy) in accordance with Senate Bill 98 and as detailed below. **Acknowledging the need for SEL does not show agreement by SYEA that article 17(workload) has not been violated.	
55 min 12:25 – 1:20	Math Asynchronous (Video/Independent) Video supplied by MyMath Bank					
10 min 1:20 – 1:30	Synchronous SEL**	Synchronous SEL**	Synchronous SEL**	Synchronous SEL**		
1 Hour & 15 min	Teacher prep Plan/check work/ Reach out to parents	Note: Sci-Phy schedules will be developed and shared and each class will receive weekly Sci-Phy hours.				
1 Hour	PD/DRS Time	PD/DRS Time	PD/DRS Time	PD/DRS Time		

GR 4-6 Distance Learning Schedule - **AMENDED 10/12/2020**

	Monday	Tuesday	Wednesday	Thursday	Friday - Minimum Day	
15 min 8:15 – 8:30	Prep to Get Online	15 min 8:15 – 8:30	Prep to Get Online			
8:30AM	Student Start Time	Student Start Time	Student Start Time	Student Start Time	8:30AM	Student Start Time
30 mins 8:30 – 9:00	Attendance* Social Studies/Science/PE/Art (Teacher choice- Synchronous and/or asynchronous)	30 min 8:30 – 9:00	Advisory: Attendance Synchronous SEL**			
30 min 9:00 – 9:30	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	ELA Synchronous Direct Instruction	45 min 9:00 – 9:45	Designated ELD Groups Synchronous
55 min 9:30 – 10:25	ELA Asynchronous (Video/Independent) Video supplied by Benchmark Bank	30 min 9:45 – 10:15	Synchronous Sci-Phy PE time by Grade Level			
45 min 10:25 – 11:10	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	Designated ELD Groups Synchronous	1 hour 10:15 – 11:15	Independent Student Activities: Asynchronous Leveld Tech Ed Assignments
45 min 11:10 – 11:55	LUNCH	LUNCH	LUNCH	LUNCH	1 hour & 45 min	PD/DRS Time
30 min 11:55 – 12:25	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	MATH Synchronous Direct Instruction	45 min	LUNCH
55 min 12:25 – 1:20	Math Asynchronous (Video/Independent) Video supplied by MyMath Bank	<p>*Attendance shall be taken daily (within Synergy) in accordance with Senate Bill 98 and as detailed below.</p> <p>**Acknowledging the need for SEL does not show agreement by SYEA that article 17(workload) has not been violated.</p> <p>Note: Sci-Phy schedules will be developed and shared and each class will receive weekly Sci-Phy hours.</p>				
15 min 1:20 – 1:35	Synchronous SEL**	Synchronous SEL**	Synchronous SEL**	Synchronous SEL**		
1 Hour & 20 min	Teacher prep Plan/check work/ Reach out to parents					
1 Hour	PD/DRS Time	PD/DRS Time	PD/DRS Time	PD/DRS Time		

7-8 Distance Learning Schedule - **AMENDED 10/12/2020**

	Monday (P1,P2, P3)	Tuesday (P4,P5, P6)	Wednesday (P1,P2, P3)	Thursday (P4,P5, P6)	Friday (P1-P6) - Minimum Day	
15 min 8:15 – 8:30	Prep to Get Online	15 min 8:15 – 8:30	Prep to Get Online			
8:30AM	Student Start Time	Student Start Time	Student Start Time	Student Start Time	8:30AM	Student Start Time
30 min 8:30 – 9:00	Advisory: Attendance* Synchronous SEL (15 min) Asynchronous SEL (15 min)	Advisory: Attendance* Synchronous SEL (15 min) Asynchronous SEL (15 min)	Advisory: Attendance* Synchronous SEL (15 min) Asynchronous SEL (15 min)	Advisory: Attendance* Synchronous SEL (15 min) Asynchronous SEL (15 min)	30 min 8:30 – 9:00	Advisory: Attendance* Synchronous SEL
P1 or P4 75 min 9:00 – 10:15	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	P1 - 20 min 9:00 – 9:20	HW Support Tutoring
15 min 10:15 – 10:30	BREAK	BREAK	BREAK	BREAK	P2 - 20 min 9:20 – 9:40	HW Support / Tutoring
P2 or P5 75 min 10:30 – 11:45	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	P3 - 20 min 9:40 – 10:00	HW Support Tutoring
45 min 11:45 – 12:30	LUNCH	LUNCH	LUNCH	LUNCH	P4 - 20 min 10:00 – 10:20	HW Support / Tutoring
P3 or P6 75 min 12:30 – 1:45	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	45 min Synchronous Direct Instruction & Video Posted for Asynchronous Option 30 min Teacher Led Small Group Support	P5 - 20 min 10:20 – 10:40	HW Support Tutoring
1 Hour	PD/DRS Time	PD/DRS Time	PD/DRS Time	PD/DRS Time	P6 - 20 min 10:40 – 11:00	HW Support / Tutoring
					1 hour & 15 min	PD/DRS Time
*Attendance shall be taken daily (within Syngery) in accordance with Senate Bill 98 and as detailed below.					45 min	Lunch

Distance Learning Code of Conduct

- Students are responsible for proper behavior during online learning.
- Students will always use a computer in a way that shows consideration and respect.
- It is not acceptable to use obscene, profane, threatening, or disrespectful language,
- Report all safety and security problems especially when on platforms that involve multiple users.
- Recording staff and disseminating, posting videos/pictures will result in disciplinary action.
- Sending or posting messages to slander, bully, or defame others will result in disciplinary action. .
- The Recording and transmitting of a class session will result in disciplinary action.
- Students must wear appropriate clothing for class sessions.
- Students must treat one another with respect and will not participate in cyber bullying and/or harassment.
- Students will not disrupt the virtual learning environment
- Students must log in on time for the class session each day,
- Cheating will not be tolerated and will be reported to the administrator.

The San Ysidro School District ('District') and the San Ysidro Education Association ('Association') met on October 6, 2020 to discuss the need to implement new Attendance Accounting Procedures as a result of COVID related legislation. As a result of this discussion the District and the Association agreed to amend the distance learning schedules outlined in Exhibit A of the COVID-19 20-21 MOU to offset the additional workload caused by the attendance accounting procedures. The amendments (also noted on the exhibit) include:

- A reduction of 10 minutes of synchronous SEL instruction Monday through Thursday for grades TK-3.
- An addition of 5 minutes of asynchronous ELA and 5 minutes of asynchronous Math instruction Monday through Thursday for grades TK-3.
- A reduction of 15 minutes of synchronous SEL instruction Monday through Thursday for grades 4-6.
- An addition of 5 minutes of asynchronous ELA and 5 minutes of asynchronous Math instruction Monday through Thursday for grades 4-6.
- A change of 30 minutes of synchronous SEL instruction to 15 minutes of synchronous and 15 minutes of asynchronous SEL instruction Monday through Thursday for grades 7-8.

The new attendance accounting procedure protocol includes:

- Daily attendance taken in Synergy by 3pm or by the end of the class period.
- A weekly participation and engagement log, which includes an area to monitor daily student participation and daily instructional activities for each class. Weekly participation and engagement logs will be sent to all bargaining unit members on a weekly basis and completed in Google Sheets.
- Weekly signatures, which may be completed on a bi-weekly basis, shall be required
 - Teachers may sign these documents electronically via a method to be determined

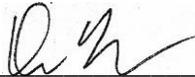
For SYEA:



Natalie Larosa, SYEA President

Date: 10/09/2020

For the District:



David Farkas, Executive Director of HR

Date: 10/09/2020

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM (FCMAT) –
FISCAL HEALTH RISK ANALYSIS (DATED 10-30-20)

BACKGROUND INFORMATION:

The Fiscal Crisis Management Assistance Team (FCMAT) was formed in 1992 by the State Legislature to respond to the growing trend of school districts experiencing fiscal distress. Since formation, their role has expanded to include completion of various types of operational studies designed to assist school districts in improving practices and procedures relating to business operations.

FCMAT was assigned to study the fiscal health of the District due to the County Superintendent’s agreement with the District’s qualified certification of its 2019-20 second interim report. FCMAT prepared an analysis (dated October 30, 2020) using the 20 factors in FCMAT’s Fiscal Health Risk Analysis to identify the District’s specific risk rating for fiscal insolvency.

RECOMMENDATION:

Information only.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

NA
(Amount)

NA
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Fiscal Health Risk Analysis

October 30, 2020



San Ysidro Elementary School District

Contents

About FCMAT	3
Introduction.....	5
Background	5
Fiscal Health Risk Analysis Guidelines	5
Study Team	5
Fiscal Health Risk Analysis	6
Summary	6
About the Analysis.....	7
Areas of High Risk.....	7
Budget and Fiscal Status	7
Material Weakness Questions	7
Score Breakdown by Section.....	9
Fiscal Health Risk Analysis Questions.....	10
Budget and Fiscal Status	10
Annual Independent Audit Report.....	10
Budget Development and Adoption	11
Budget Monitoring and Updates.....	12
Cash Management.....	13
Charter Schools	14
Collective Bargaining Agreements.....	15
Contributions and Transfers	16
Deficit Spending (Unrestricted General Fund)	16
Employee Benefits.....	17

Enrollment and Attendance.....17

Facilities 18

Fund Balance and Reserve for Economic Uncertainty..... 19

General Fund – Current Year 19

Information Systems and Data Management 20

Internal Controls and Fraud Prevention 20

Leadership and Stability..... 22

Multiyear Projections..... 22

Non-Voter-Approved Debt and Risk Management 23

Position Control 23

Special Education.....24

Risk Score, 20 numbered sections only: 24

District Fiscal Solvency Risk Level, all FHRA factors..... 24

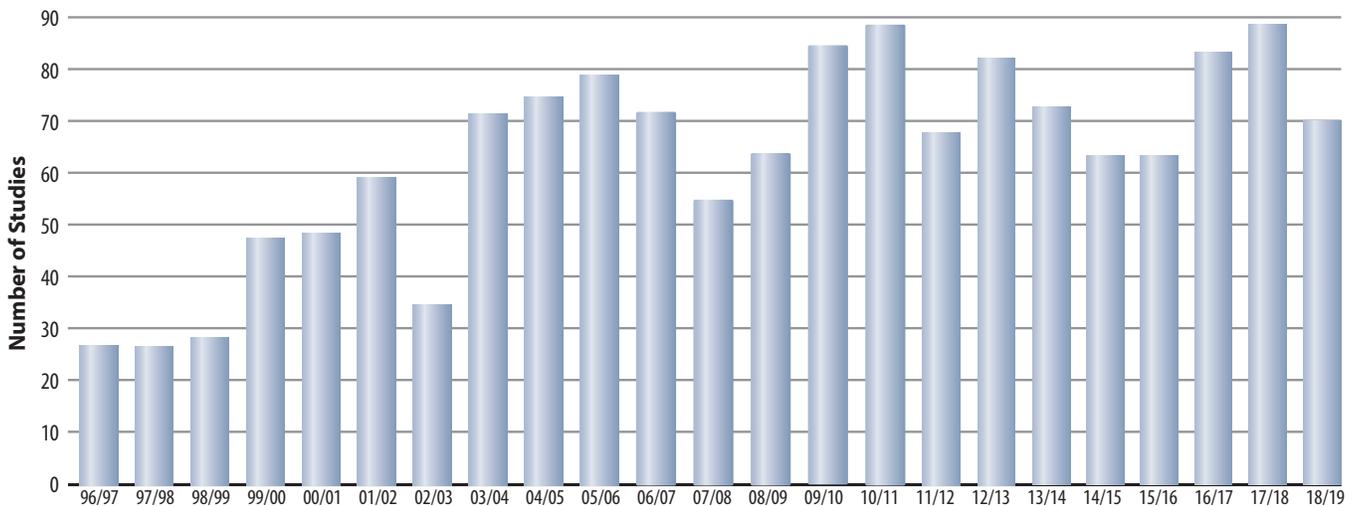
About FCMAT

FCMAT’s primary mission is to assist California’s local K-14 educational agencies to identify, prevent, and resolve financial, human resources and data management challenges. FCMAT provides fiscal and data management assistance, professional development training, product development and other related school business and data services. FCMAT’s fiscal and management assistance services are used not just to help avert fiscal crisis, but to promote sound financial practices, support the training and development of chief business officials and help to create efficient organizational operations. FCMAT’s data management services are used to help local educational agencies (LEAs) meet state reporting responsibilities, improve data quality, and inform instructional program decisions.

FCMAT may be requested to provide fiscal crisis or management assistance by a school district, charter school, community college, county office of education, the state Superintendent of Public Instruction, or the Legislature.

When a request or assignment is received, FCMAT assembles a study team that works closely with the LEA to define the scope of work, conduct on-site fieldwork and provide a written report with findings and recommendations to help resolve issues, overcome challenges and plan for the future.

Studies by Fiscal Year



FCMAT has continued to make adjustments in the types of support provided based on the changing dynamics of K-14 LEAs and the implementation of major educational reforms. FCMAT also develops and provides numerous publications, software tools, workshops and professional learning opportunities to help LEAs operate more effectively and fulfill their fiscal oversight and data management responsibilities. The California School Information Services (CSIS) division of FCMAT assists the California Department of Education with the implementation of the California Longitudinal Pupil Achievement Data System (CALPADS). CSIS also hosts and maintains the Ed-Data website (www.ed-data.org) and provides technical expertise to the Ed-Data partnership: the California Department of Education, EdSource and FCMAT.

FCMAT was created by Assembly Bill (AB) 1200 in 1992 to assist LEAs to meet and sustain their financial obligations. AB 107 in 1997 charged FCMAT with responsibility for CSIS and its statewide data management work. AB 1115 in 1999 codified CSIS’ mission.

AB 1200 is also a statewide plan for county offices of education and school districts to work together locally to improve fiscal procedures and accountability standards. AB 2756 (2004) provides specific responsibilities to FCMAT with regard to districts that have received emergency state loans.

In January 2006, Senate Bill 430 (charter schools) and AB 1366 (community colleges) became law and expanded FCMAT’s services to those types of LEAs.

On September 17, 2018 AB 1840 was signed into law. This legislation changed the how fiscally insolvent districts are administered once an emergency appropriation has been made, shifting the former state-centric system to be more consistent with the principles of local control, and providing new responsibilities to FCMAT associated with the process.

Since 1992, FCMAT has been engaged to perform more than 1,000 reviews for LEAs, including school districts, county offices

of education, charter schools and community colleges. The Kern County Superintendent of Schools is the administrative agent for FCMAT. The team is led by Michael H. Fine, Chief Executive Officer, with funding derived through appropriations in the state budget and a modest fee schedule for charges to requesting agencies.

Introduction

Background

Historically, FCMAT has not engaged directly with school districts showing distress until it has been invited to do so by the district or the county superintendent. The state's 2018-19 Budget Act provides for FCMAT to offer more proactive and preventive services to fiscally distressed school districts by automatically engaging with a district under the following conditions:

- Disapproved budget
- Negative interim report certification
- Three consecutive qualified interim report certifications
- Downgrade of an interim certification by the county superintendent
- "Lack of going concern" designation

Under these conditions, FCMAT will perform a fiscal health risk analysis to determine the level of risk for insolvency. FCMAT has updated its Fiscal Health Risk Analysis (FHRA) tool that weights each question based on high, medium and low risk. The analysis will not be performed more than once in a 12-month period per district, and the engagement will be coordinated with the county superintendent and build on their oversight process and activities already in place per Assembly Bill (AB) 1200. There is no cost to the county superintendent or to the district for the analysis.

This fiscal health risk analysis is being conducted because the district had three consecutive qualified interim report certifications, under which an analysis is required by the 2018-19 State Budget Act.

Located in San Diego County, the San Ysidro Elementary School District has a five-member governing board and serves approximately 4,475 students at five elementary and two middle schools. According to data from the California Department of Education (CDE), student enrollment peaked at 5,252 students in 2011-12 and has decreased in each year but one since that time. The district's California Longitudinal Pupil Achievement Data System (CALPADS) records show that the unduplicated pupil percentage, which includes those students who qualify for free and reduced-price meals, English learners and foster youth, is 84.73%.

The district's 2017-18 and 2018-19 unaudited actuals reports show deficit spending of \$7.5 million and \$4.2 million, respectively, in the unrestricted general fund. The 2019-20 second interim report, which was the catalyst for this FHRA, shows that the district will avoid deficit spending in the unrestricted general fund in 2019-20 but projects deficits of \$655,479 in 2020-21 and \$261,735 in 2021-22. If not corrected, the district projects it will have an unrestricted general fund ending balance of \$273,753 in 2021-22. The district's first and second interim reports for 2018-19 and 2019-20 were all certified as qualified.

FCMAT performed a fiscal health risk analysis to determine the district's level of risk for insolvency.

Fiscal Health Risk Analysis Guidelines

FCMAT entered into a study agreement with the San Ysidro Elementary School District in May 2020. Due to the impact of COVID-19, the study team conducted interviews by video conference rather than in person on June 17 and July 7-9, 2020. Following fieldwork, the study team continued to review and analyze documents. This report is the result of those activities.

FCMAT's reports focus on systems and processes that may need improvement. Those that may be functioning well are generally not commented on in FCMAT's reports. In writing its reports, FCMAT uses the Associated Press Stylebook, a comprehensive guide to usage and accepted style that emphasizes conciseness and clarity. In addition, this guide emphasizes plain language, discourages the use of jargon and capitalizes relatively few terms.

Study Team

The team was composed of the following members:

Diane Branham
FCMAT Chief Analyst

Julie Auvil, CPA, CGMA, CICA
FCMAT Intervention Specialist

Laura Haywood
FCMAT Technical Writer

Each team member reviewed the draft report to confirm its accuracy and to achieve consensus on the analysis.

Fiscal Health Risk Analysis

For K-12 School Districts

Date(s) of fieldwork: June 17 and July 7-9, 2020

District: San Ysidro Elementary School District

Summary

The governing board is ultimately responsible for the district's budget. Management is responsible for providing accurate financial information based on current, reliable data so the board can make sound decisions.

Since 2017-18 the San Diego County Office of Education's oversight letters have cautioned the district about several areas of concern, including deficit spending, underbudgeting, declining unrestricted general fund ending balance, and declining enrollment. In addition, the 2018-19 audit report included a material weakness finding regarding the district's failure to meet the 3% minimum reserve requirement.

The board approved a 2019-2020 Spending Reduction Plan in February 2019 and a 2020-2021 Budget Reduction Plan in January 2020. Although the district has significantly reduced deficit spending in the unrestricted general fund from \$7.5 million in 2017-18 to a projected \$261,735 in 2021-22, as of the 2019-20 second interim report, the plans had not reduced or eliminated deficit spending by an amount sufficient to restore the minimum required reserve.

Contributing to the district's fiscal distress are the annual debt service payments from the general fund for prior facilities projects as well as annual payments to the state for the overstatement of average daily attendance (ADA) in 2015-16. In March 2020 the district passed two general obligation bonds. Staff indicated that the specific purpose of one of the bond measures is to pay off the facilities debt and that the district planned to issue the bonds in September 2020.

The fiscal health risk analysis shows the district is at High Risk of insolvency and identifies fiscal weaknesses and areas of concern that contribute to the district's fiscal distress. Of significant concern is the loss of revenue due to the year-over-year enrollment decline, which the district projects will continue into the subsequent fiscal years. In response to declining enrollment, districts must make reductions in staffing and other operating expenses to compensate for the loss of revenue. Also of significant concern is the erosion of the unrestricted general fund ending balance because of ongoing deficit spending. The 2019-20 second interim report shows a projected unrestricted general fund ending balance of \$273,753 in 2021-22 and indicates that the district will not be able to meet the 3% reserve requirement in 2019-20, 2020-21, and 2021-22.

The 2019-20 second interim cash flow report included \$12 million in temporary transfers of funds from the county treasurer as well as \$809,305 in loans from the district's other funds. After repayment to the county treasurer, the cash flow report shows a projected ending cash balance of \$0 in June 2020. If the district does not increase revenue and/or decrease expenses, and if it continues to spend more than it receives, it will deplete its cash resources and become fiscally insolvent.

Within the first few months of 2020, the COVID-19 pandemic caused severe negative impacts on economies throughout the world. The 2020-21 state budget included suspension of the cost-of-living adjustment (COLA) and significant state apportionment cash deferrals. Given the uncertainties of the pandemic, the continuing changes being made to address it, and resulting ongoing economic impacts, local educational agencies (LEAs) must be prepared for possible additional financial challenges. Some one-time state and federal COVID-19 relief funds are being provided to LEAs in 2020-21; however, the district should ensure that these one-time funds are not used for ongoing costs. Districts that maintained healthy financial reserves and cash balances and proactively managed budget adjustments and reductions prior to the economic downturn will be in a better position to weather the economic crisis. Districts such as San Ysidro, with minimal reserves and/or cash balances, may be forced to make more drastic cuts to remain fiscally solvent.

The district's significant risk factors include, but are not limited to, declining enrollment, deficit spending, erosion of the unrestricted general fund balance, inadequate reserves, and inadequate cash. These factors require significant focus on budget development and monitoring functions to ensure accuracy of the budget, multiyear financial projections, and cash flow projections. These risk factors will also require the governing board and administration to continue to make and implement difficult decisions to ensure that the district remains fiscally solvent. Failure to act quickly and decisively may result in fiscal insolvency; the consequences of becoming insolvent are severe and result in the loss of local control and governance.

District Fiscal Solvency Risk Level: High

About the Analysis

The Fiscal Crisis and Management Assistance Team (FCMAT) has developed the Fiscal Health Risk Analysis (FHRA) as a tool to help evaluate a school district’s fiscal health and risk of insolvency in the current and two subsequent fiscal years.



FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

The FHRA includes 20 sections, each of which contains specific questions. Each section and specific question is included based on FCMAT’s work since the inception of AB 1200; they are the common indicators of risk or potential insolvency for districts that have neared insolvency and needed assistance from outside agencies. Each section of this analysis is critical, and lack of attention to these critical areas will eventually lead to a district’s failure. The analysis focuses on essential functions and processes to determine the level of risk at the time of assessment.

The greater the number of “no” answers to the questions in the analysis, the greater the potential risk of insolvency or fiscal issues for the district. Not all sections in the analysis and not all questions within each section carry equal weight; some areas carry higher risk and thus count more heavily in calculating a district’s fiscal stability. To help the district, narratives are included for responses that are marked as a “no” so the district can better understand the reason for the response and actions that may be needed to obtain a “yes” answer.

Identifying issues early is the key to maintaining fiscal health. Diligent planning will enable a district to better understand its financial objectives and strategies to sustain a high level of fiscal efficiency and overall solvency. A district should consider completing the FHRA annually to assess its own fiscal health risk and progress over time.

Areas of High Risk

The following sections duplicate certain questions and answers given in the Fiscal Health Risk Analysis Questions later in this document and identify conditions that create significant risk of fiscal insolvency. The existence of an identified budget or fiscal status or a material weakness indicated by a “no” answer to any of these items supersedes all other scoring and will elevate the district’s overall risk level.

Budget and Fiscal Status: Is district currently <i>without</i> the following?:	Yes	No
Disapproved budget	✓	<input type="checkbox"/>
Negative interim report certification	✓	<input type="checkbox"/>
Three consecutive qualified interim report certifications	<input type="checkbox"/>	✓
Downgrade of an interim certification by the county superintendent	✓	<input type="checkbox"/>
“Lack of going concern” designation	✓	<input type="checkbox"/>

Material Weakness Questions	Yes	No	N/A
2.5 Has the district’s budget been approved unconditionally by its county office of education in the current and two prior fiscal years?	<input type="checkbox"/>	✓	<input type="checkbox"/>
3.4 Following board approval of collective bargaining agreements, does the district make necessary budget revisions in the financial system to reflect settlement costs in accordance with Education Code Section 42142?	<input type="checkbox"/>	✓	<input type="checkbox"/>
3.6 Has the district addressed any deficiencies the county office of education has identified in its oversight letters in the most recent and two prior fiscal years?	<input type="checkbox"/>	✓	<input type="checkbox"/>
4.3 Does the district forecast its general fund cash flow for the current and subsequent year and update it as needed to ensure cash flow needs are known?.	<input type="checkbox"/>	✓	<input type="checkbox"/>
4.4 If the district’s cash flow forecast shows insufficient cash in its general fund to support its current and projected obligations, does the district have a reasonable plan to address its cash flow needs for the current and subsequent year?	<input type="checkbox"/>	✓	<input type="checkbox"/>

5.2	If the district has any charters in fiscal distress, has the district performed its statutory fiscal and operational oversight functions, including formal communication to the charter, such as notices of violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.3	Has the district fulfilled and does it have evidence showing fulfillment of its oversight responsibilities in accordance with Education Code Section 47604.32?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.3	Does the district accurately quantify the effects of collective bargaining agreements and include them in its budget and multiyear projections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.4	Did the district conduct a presettlement analysis and identify related costs or savings, if any (e.g., statutory benefits, and step and column salary increase), for the current and subsequent years, and did it identify ongoing revenue sources or expenditure reductions to support the agreement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2	If the district has deficit spending in funds other than the general fund, has it included in its multiyear projection any transfers from the unrestricted general fund to cover any projected negative fund balance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.3	If the district has deficit spending in the current or two subsequent fiscal years, has the board approved and implemented a plan to reduce and/or eliminate deficit spending to ensure fiscal solvency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.6	Are the district's enrollment projections and assumptions based on historical data, industry-standard methods, and other reasonable considerations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.2	Does the district have sufficient and available capital outlay and/or bond funds to cover all contracted obligations for capital facilities projects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12.1	Is the district able to maintain the minimum reserve for economic uncertainty in the current year (including Fund 01 and Fund 17) as defined by criteria and standards?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12.2	Is the district able to maintain the minimum reserve for economic uncertainty in the two subsequent years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12.3	If the district is not able to maintain the minimum reserve for economic uncertainty, does the district's multiyear financial projection include a board-approved plan to restore the reserve?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19.1	Does the district account for all positions and costs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Score Breakdown by Section

Because the score is not calculated by category, category values provided are subject to minor rounding error and are provided for information only.

1.	Annual Independent Audit Report	0.4%
2.	Budget Development and Adoption	3.3%
3.	Budget Monitoring and Updates	7.4%
4.	Cash Management	7.6%
5.	Charter Schools	0.0%
6.	Collective Bargaining Agreements	3.9%
7.	Contributions and Transfers	2.9%
8.	Deficit Spending (Unrestricted General Fund)	2.0%
9.	Employee Benefits	0.6%
10.	Enrollment and Attendance	2.5%
11.	Facilities	0.2%
12.	Fund Balance and Reserve for Economic Uncertainty	3.9%
13.	General Fund - Current Year	2.2%
14.	Information Systems and Data Management	0.0%
15.	Internal Controls and Fraud Prevention	7.2%
16.	Leadership and Stability	2.2%
17.	Multiyear Projections	2.0%
18.	Non-Voter-Approved Debt and Risk Management	2.2%
19.	Position Control	1.6%
20.	Special Education	1.4%
Score		53.4%

Fiscal Health Risk Analysis Questions

Budget and Fiscal Status: Is the district currently <i>without</i> the following?:	Yes	No
Disapproved budget	✓	<input type="checkbox"/>
Negative interim report certification	✓	<input type="checkbox"/>
Three consecutive qualified interim report certifications	<input type="checkbox"/>	✓
Downgrade of an interim certification by the county superintendent	✓	<input type="checkbox"/>
“Lack of going concern” designation	✓	<input type="checkbox"/>

1. Annual Independent Audit Report	Yes	No	N/A
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1.1	Has the district corrected the most recent and prior two years’ audit findings without affecting its fiscal health?	<input type="checkbox"/>	✓	<input type="checkbox"/>
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The district’s 2016-17 audit report included 10 findings; two of these findings contained questioned costs that totaled \$139,026, thereby affecting the district’s fiscal health. The 2017-18 audit report included six findings; none of these findings contained questioned costs. The 2018-19 audit included three findings; none of these findings contained questioned costs. However, two of the 2018-19 findings have been repeated in each audit since 2016-17, and the district was in the process of implementing corrective actions to resolve them at the time of FCMAT’s fieldwork.

1.2	Has the audit report for the most recent fiscal year been completed and presented to the board within the statutory timeline? (Extensions of the timeline granted by the State Controller’s Office should be explained.)	✓	<input type="checkbox"/>	<input type="checkbox"/>
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1.3	Were the district’s most recent and prior two audit reports free of findings of material weaknesses?	<input type="checkbox"/>	✓	<input type="checkbox"/>
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The district’s most recent and prior two audit reports each contained one or more material weaknesses. The most recent report (2018-19) included the following statements regarding the material weakness finding:

At fiscal year end, the District reported available reserves in the General Fund of 1.6% as reported in the Schedule of Financial Trends and Analysis which is below the required 3% reserve balance as recommended by the California Department of Education for the size of this District. Expenditures exceeded revenues by \$8.1 million in 2018-19 resulting in the available reserves declining from 6.9% to 1.6% for fiscal year 2018-19.

The District is at risk of being a going concern and having available sufficient cash reserves for future periods based on current trends. Insufficient general fund reserves could have a severe and immediate impact on cash flows and daily operations if not rectified and brought to the required state approved reserve balances immediately.

The District sustained expenditures in excess of revenues of \$8.1 million primarily due to a repayment of overstated state apportionment received from prior years in the amount of \$3.9 million, an additional reduction in EPA funds of \$1.8 million, and additional current operating expenditures in excess of \$4.2 million over the prior year.

1.4 Has the district corrected all reported audit findings from the most recent and prior two audits?

Interviews and district documents indicated that the district was in the process of implementing corrective actions to resolve the three 2018-19 audit findings at the time of FCMAT's fieldwork. Two of these findings have been repeated in each audit since 2016-17.

2. Budget Development and Adoption **Yes** **No** **N/A**

2.1 Does the district develop and use written budget assumptions and multiyear projections that are reasonable, are aligned with the county office of education instructions, and have been clearly articulated?

The 2019-20 budget documents include a PowerPoint presentation that contains assumptions used to develop the budget. However, the presentation provided to the board does not include the assumptions used to develop the multiyear projections.

The district's 2019-20 Adopted Budget Multi-Year Projection Assumptions Sheet includes numerous assumptions that align with industry standards. However, some of the assumptions do not appear to be the most current information available at that time; for example, the State Teachers' Retirement System (STRS) rates used for 2020-21 and 2021-22 as well as the projection of flat ADA in 2021-22 (even though enrollment had declined in each of the prior three years and was projected to continue to decline).

2.2 Does the district use a budget development method other than a prior-year rollover budget, and, if so, does that method include tasks such as review of prior year estimated actuals by major object code and removal of one-time revenues and expenses?

2.3 Does the district use position control data for budget development?

2.4 Does the district calculate the Local Control Funding Formula (LCFF) revenue correctly? . . .

2.5 Has the district's budget been approved unconditionally by its county office of education in the current and two prior fiscal years?

The September 17, 2019 letter from the county office indicates that the county superintendent conditionally approved the district's 2019-20 budget.

2.6 Does the budget development process include input from staff, administrators, the governing board, the community, and the budget advisory committee (if there is one)? . . .

2.7 Does the district budget and expend restricted funds before unrestricted funds?

The Consolidated Application 2018-19 Fiscal Year Expenditure Report, 12 Months shows that some programs had significant unspent balances; e.g., \$138,548 in Title II and \$315,011 in Title III. In addition, the 2018-19 unaudited actuals report shows a total ending balance of \$1,523,582 in various restricted resources.

2.8 Have the Local Control and Accountability Plan (LCAP) and the budget been adopted within statutory timelines established by Education Code Sections 42103 and 52062 and filed with the county superintendent of schools no later than five days after adoption or by July 1, whichever occurs first, for the current and one prior fiscal year?

2.9 Has the district refrained from including carryover funds in its adopted budget?

2.10 Other than objects in the 5700s and 7300s and appropriate abatements in accordance with the California School Accounting Manual, does the district avoid using negative or contra expenditure accounts?

The Revised Budget Summary Report (dated June 15, 2020) shows that the district uses some contra expenditure accounts when developing its estimated actuals. Interviews also indicated that contra expenditure accounts are used minimally throughout the year for items such as projected energy cost savings.

2.11 Does the district have a documented policy and/or procedure for evaluating the proposed acceptance of grants and other types of restricted funds and the potential multiyear impact on the district’s unrestricted general fund?

2.12 Does the district adhere to a budget calendar that includes statutory due dates, major budget development tasks and deadlines, and the staff members/departments responsible for completing them?

The district has developed a budget calendar that includes numerous tasks; however, it does not include all the major budget development tasks such as enrollment and staffing projections and the department or person responsible for completing each task. The budget calendar does not include the deadlines and tasks relative to each interim reporting period.

3. Budget Monitoring and Updates **Yes** **No** **N/A**

3.1 Are actual revenues and expenses consistent with the most current budget?

The Revised Budget Summary Report (dated June 15, 2020) shows numerous account lines with negative balances, which indicates that these accounts are not consistent with the current budget. In addition, the 2018-19 audit report indicates that general fund expenditures exceeded appropriations in six major object code categories.

3.2 Are budget revisions posted in the financial system at each interim report, at a minimum? . . .

3.3 Are clearly written and articulated budget assumptions that support budget revisions communicated to the board at each interim report, at a minimum?

Based on the documents provided to FCMAT, the district does not provide the board clearly written and articulated budget assumptions that support budget revisions with each interim report. The PowerPoint presentations for the 2019-20 interim reports appear to include some but not all of the assumptions used to develop the interim reports.

3.4 Following board approval of collective bargaining agreements, does the district make necessary budget revisions in the financial system to reflect settlement costs in accordance with Education Code Section 42142?

Interviews indicated that budget revisions are made following approval of collective bargaining agreements. However, the 2018-19 audit report states the following regarding expenditures that exceeded appropriations for certificated salaries, classified salaries, and employee benefits: “The District underestimated the increase from bargaining agreement increases.”

3.5 Do the district’s responses fully explain the variances identified in the criteria and standards? .

The 2019-20 second interim report does not include complete responses for criterion number six and criterion number eight.

3.6 Has the district addressed any deficiencies the county office of education has identified in its oversight letters in the most recent and two prior fiscal years? ✓

As noted in the 2019-20 county office letters, and as of the second interim reporting period, the district had not eliminated its projected operating deficits in the unrestricted general fund, and the projected unrestricted ending fund balance for the budget and two subsequent fiscal years was less than the state’s 3% minimum reserve requirement. The April 15, 2020 letter from the county office states, “While the governing board approved budget reductions for 2019-20, the district anticipates additional solutions are necessary to restore the reserve in future years.”

The 2019-20 county office letters indicate a concern with the balances in the district’s suspense accounts and state that these accounts should be cleared every month. At the time of FCMAT’s fieldwork, district staff indicated they were working to resolve this issue.

3.7 Does the district prohibit processing of requisitions or purchase orders when the budget is insufficient to support the expenditure? ✓

The Revised Budget Summary Report (dated June 15, 2020) shows numerous account lines with negative balances. Interviews indicated that the financial software system provides a warning, rather than a hard stop, to the user when a requisition is entered against an account that has an insufficient budget. District staff indicated that the CBO and/or accounting supervisor are the final approvers for each purchase requisition and they verify that the total site or department budget, rather than the applicable account line, has sufficient funds prior to approval. However, this is not a best practice.

3.8 Does the district encumber and adjust encumbrances for salaries and benefits? ✓

3.9 Are all balance sheet accounts in the general ledger reconciled at least at each interim report and at year end close? ✓

Interviews with county office staff indicated that some accruals from 2018-19 and 2019-20 had not yet been reconciled and cleared as of the 2019-20 second interim reporting period, and that they have since worked with the district to resolve this issue.

3.10 Have the interim reports and the unaudited actuals been adopted and filed with the county superintendent of schools within the timelines established in Education Code? ✓

Although the 2018-19 unaudited actuals report was adopted by the board within the timeline established in Education Code Section 42100, interviews with county office staff indicated that the district did not submit the closing checklist and unaudited actuals report to the county office in time for them to be reviewed before the report was submitted to the district’s board. The September 17, 2019 county office letter indicates that some items needed to be resolved (e.g., cafeteria fund negative ending balance); therefore, the district was required to revise its 2018-19 unaudited actuals. The revised unaudited actuals report was adopted by the board on October 10, 2019.

The 2019-20 first interim report was approved by the board on December 19, 2019. Per Education Code Section 42130, the report should have been approved by December 16, 2019. District staff indicated they worked with the county office of education regarding late submittal of the first interim report to coincide with the regular board meeting calendar.

4. Cash Management **Yes No N/A**

4.1 Are accounts held by the county treasurer reconciled with the district’s and county office of education’s reports monthly? ✓

- 4.2 Does the district reconcile all bank (cash and investment) accounts with bank statements monthly?
The documentation provided does not show that accounts for cash with fiscal agents are reconciled monthly, and two of the June 30, 2019 statement balances listed on the district spreadsheet do not match the amounts on the 2019-20 general ledger report provided to FCMAT. In addition, the documents provided indicate that a second party reviews some, but not all, of the reconciliations for each of the district's bank accounts.

- 4.3 Does the district forecast its general fund cash flow for the current and subsequent year and update it as needed to ensure cash flow needs are known?
The documents provided show that the district completes a cash flow projection for the current year but does not complete a projection for the subsequent year.

- 4.4 If the district's cash flow forecast shows insufficient cash in its general fund to support its current and projected obligations, does the district have a reasonable plan to address its cash flow needs for the current and subsequent year?
The 2019-20 second interim cash flow report shows a projected ending cash balance of \$0 in June 2020. The cash flow report includes temporary transfers of funds from the county treasurer totaling \$12 million that was to be repaid by April 30, 2020. The cash flow report also includes \$809,305 in temporary loans from other funds, but it does not show repayment of these loans in 2019-20. A cash flow report was not provided for the subsequent year, so it is unknown if the district is projecting insufficient cash flow in 2020-21 and, if so, if there is a reasonable plan to address those cash flow needs.

- 4.5 Does the district have sufficient cash resources in its other funds to support its current and projected obligations in those funds?
Interviews indicated that the cafeteria and child development funds have required loans due to insufficient cash resources.

- 4.6 If interfund borrowing is occurring, does the district comply with Education Code Section 42603?
The general fund borrowed \$441,000 from the capital facilities fund on August 17, 2019, and based on the documents provided to FCMAT, the loan was repaid on June 30, 2020. However, on that same day the general fund borrowed \$1.75 million from the capital facilities fund. Borrowing funds on the same day another loan is paid back is not a best practice and indicates a risk of insolvency.

- 4.7 If the district is managing cash in any fund(s) through external borrowing, does the district's cash flow projection include repayment based on the terms of the loan agreement?

5. Charter Schools **Yes** **No** **N/A**

- 5.1 Are all charters authorized by the district going concerns?

- 5.2 If the district has any charters in fiscal distress, has the district performed its statutory fiscal and operational oversight functions, including formal communication to the charter, such as notices of violation?

- 5.3 Has the district fulfilled and does it have evidence showing fulfillment of its oversight responsibilities in accordance with Education Code Section 47604.32?

- 5.4 Does the district have a board policy or other written document(s) regarding charter oversight?

- 5.5 Has the district identified specific employees in its various departments (e.g., human resources, business, instructional, and others) to be responsible for oversight of all approved charter schools? ✓

6. Collective Bargaining Agreements **Yes** **No** **N/A**

- 6.1 Has the district settled with all its bargaining units for the past two fiscal years? ✓
- 6.2 Has the district settled with all its bargaining units for the current year? ✓
- 6.3 Does the district accurately quantify the effects of collective bargaining agreements and include them in its budget and multiyear projections? ✓

The district's June 6, 2019 AB 1200 disclosure for the San Ysidro Employees Association (SYEA) reflects a two student increase in class sizes for TK-K and a one student decrease in grades 1-3. Additional students above negotiated class sizes require the district to pay the affected teacher \$10 per student per day. The district did not quantify the effect of this change nor state on its AB 1200 disclosure that it anticipated any cost relative to this negotiated change.

- 6.4 Did the district conduct a presettlement analysis and identify related costs or savings, if any (e.g., statutory benefits, and step and column salary increase), for the current and subsequent years, and did it identify ongoing revenue sources or expenditure reductions to support the agreement? ✓

- 6.5 In the current and prior two fiscal years, has the district settled the total cost of the bargaining agreements at or under the funded cost of living adjustment (COLA)? ✓

The 2017-18 statutory COLA was 1.56%. The disclosure documentation for both bargaining units shows a 2% one-time, off-schedule payment.

- 6.6 If settlements have not been reached in the past two years, has the district identified resources to cover the costs of the district's proposal(s)? ✓

- 6.7 Did the district comply with public disclosure requirements under Government Code Sections 3540.2 and 3547.5, and Education Code Section 42142? ✓

The June 6, 2019 AB 1200 disclosure for the SYEA tentative agreement was signed by the superintendent on the same day as the board meeting approving it. The CBO signed this disclosure four days after the board meeting. The March 12, 2020 AB 1200 disclosure for the California School Employees Association (CSEA) tentative agreement was signed by the superintendent and CBO three days prior to the board meeting where it was approved. Both of these tentative settlements had letters from the county office dated the same day as the board meetings where they were approved. Further, the county's March 12, 2020 letter requested a signed copy of the certification. These timelines call into question whether the district provided the county office the required 10 working days to review and comment on the proposed settlements.

- 6.8 Did the superintendent and CBO certify the public disclosure of collective bargaining agreement prior to board approval? ✓

The AB 1200 disclosure provided to FCMAT regarding the district's September 14, 2017 settlement with CSEA did not include a signature page. The SYEA tentative agreement disclosure taken to the board on June 6, 2019 was signed by the CBO on June 10, 2019, four days after the board meeting.

- 6.9 Is the governing board's action consistent with the superintendent's and CBO's certification? . ✓

7. Contributions and Transfers		Yes	No	N/A
7.1	Does the district have a board-approved plan to eliminate, reduce or control any contributions/transfers from the unrestricted general fund to other restricted programs and funds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<i>The district does not have a board-approved plan to eliminate, reduce or control contributions or transfers from the unrestricted general fund.</i>			
7.2	If the district has deficit spending in funds other than the general fund, has it included in its multiyear projection any transfers from the unrestricted general fund to cover any projected negative fund balance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<i>The district has experienced deficit spending in the cafeteria fund in 2017-18 of \$511,443 and in 2018-19 of \$406,549. The 2019-20 second interim report projected deficit spending of \$204,773 in 2019-20. A contribution from the unrestricted general fund was required in 2017-18 and 2018-19, and a contribution was projected for 2019-20 at the second interim reporting period. However, the multiyear financial projections did not include a contribution to the cafeteria fund in either of the two subsequent fiscal years.</i>			
7.3	If any contributions/transfers were required for restricted programs and/or other funds in either of the two prior fiscal years, and there is a need in the current year, did the district budget for them at reasonable levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<i>The 2017-18 and 2018-19 Special Education Maintenance of Effort reports show that the district's costs for special education increased by approximately 24% (\$2.28 million) year over year. However, the 2019-20 second interim report included a 13% reduction in total contributions from the unrestricted general fund to restricted resources compared to the 2018-19 unaudited actuals. In addition, the multiyear financial projections did not include increased contributions in either of the two subsequent fiscal years. District staff indicated that approximately \$415,000 in salary and benefit costs for positions that should have been split funded were moved from special education to the unrestricted general fund in 2019-20. However, it appears that this change was not sufficient to support the amount of the reduced contribution included in the second interim report.</i>			

8. Deficit Spending (Unrestricted General Fund)		Yes	No	N/A
8.1	Is the district avoiding deficit spending in the current fiscal year?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.2	Is the district projected to avoid deficit spending in both of the two subsequent fiscal years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<i>The 2019-20 second interim report projected deficit spending of \$655,479 in 2020-21 and \$261,735 in 2021-22.</i>			
8.3	If the district has deficit spending in the current or two subsequent fiscal years, has the board approved and implemented a plan to reduce and/or eliminate deficit spending to ensure fiscal solvency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<i>On February 21, 2019 the board approved a 2019-2020 Spending Reduction Plan; however, as of the 2019-20 second interim report, implementation of the plan had not reduced or eliminated deficit spending by an amount sufficient to restore the minimum required reserve.</i>			
	<i>On January 23, 2020 the board approved a 2020-2021 Budget Reduction Plan, and at the time of FCMAT's fieldwork, interviews indicated the district was in the process of implementing the plan.</i>			
8.4	Has the district decreased deficit spending over the past two fiscal years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. Employee Benefits		Yes	No	N/A
9.1	Has the district completed an actuarial valuation in accordance with Governmental Accounting Standards Board (GASB) requirements to determine its unfunded liability for other post-employment benefits (OPEB)?	✓	<input type="checkbox"/>	<input type="checkbox"/>
9.2	Does the district have a plan to fund its liabilities for retiree health and welfare benefits with the total of annual required service payments no greater than 2% of the district's unrestricted general fund revenues?	✓	<input type="checkbox"/>	<input type="checkbox"/>
9.3	Has the district followed a policy or collectively bargained agreement to limit accrued vacation balances? <i>Article 11 of the CSEA bargaining agreement allows employees to carry over "a maximum of one (1) year's vacation entitlement beyond July 1 of each year." Annual vacation entitlements range from 12 to 20 days depending on the number of months worked and years of service. The district's Aesop system reported 23 classified bargaining unit members with vacation balances ranging from 20 to 40 days as of June 1, 2020. The district provided evidence that an agreement was reached with CSEA in August 2020 regarding vacation balances; however, this was done subsequent to the time period covered by this report.</i>	<input type="checkbox"/>	✓	<input type="checkbox"/>
9.4	Within the last five years, has the district conducted a verification and determination of eligibility for benefits for all active and retired employees and dependents?	✓	<input type="checkbox"/>	<input type="checkbox"/>
9.5	Does the district track, reconcile and report employees' compensated leave balances?	✓	<input type="checkbox"/>	<input type="checkbox"/>

10. Enrollment and Attendance		Yes	No	N/A
10.1	Has the district's enrollment been increasing or remained stable for the current and two prior years? <i>According to the information available via DataQuest, the district's enrollment has declined from 4,733 in 2017-18 to 4,475 in 2019-20.</i>	<input type="checkbox"/>	✓	<input type="checkbox"/>
10.2	Does the district monitor and analyze enrollment and average daily attendance (ADA) data at least monthly through the second attendance reporting period (P2)?	✓	<input type="checkbox"/>	<input type="checkbox"/>
10.3	Does the district track historical enrollment and ADA data to establish future trends? <i>While the district provided a spreadsheet that shows ADA and enrollment from 2015-16 through 2019-20, the numbers in that spreadsheet do not conform to those shown in the 2019-20 second interim report's criteria and standards. This spreadsheet does not show that it is used to establish future trends since the line for the next subsequent year (2020-21) is blank. The district provided an additional spreadsheet that shows historical information is used to determine enrollment, but it does not show that historical information is used to establish ADA.</i>	<input type="checkbox"/>	✓	<input type="checkbox"/>
10.4	Do school sites maintain an accurate record of daily enrollment and attendance that is reconciled monthly at the site and district levels? <i>The district did not provide evidence of its maintenance of accurate daily enrollment and attendance that is reconciled monthly at the site and district levels, such as site level weekly attendance reports that balance with the monthly reports from those same sites.</i>	<input type="checkbox"/>	✓	<input type="checkbox"/>
10.5	Has the district certified its California Longitudinal Pupil Achievement Data System (CALPADS) data by the required deadlines (Fall 1, Fall 2, EOY) for the current and two prior years?	✓	<input type="checkbox"/>	<input type="checkbox"/>

10.6	Are the district's enrollment projections and assumptions based on historical data, industry-standard methods, and other reasonable considerations?	✓	<input type="checkbox"/>	<input type="checkbox"/>
10.7	Do all applicable sites and departments review and verify their respective CALPADS data and correct it as needed before the report submission deadlines?	✓	<input type="checkbox"/>	<input type="checkbox"/>
10.8	Has the district planned for enrollment losses to charter schools?	<input type="checkbox"/>	<input type="checkbox"/>	✓
10.9	Does the district follow established board policy to limit outgoing interdistrict transfers and ensure that only students who meet the required qualifications are approved?.	✓	<input type="checkbox"/>	<input type="checkbox"/>
10.10	Does the district meet the student-to-teacher ratio requirement of no more than 24-to-1 for each school in grades TK-3 classes, or, if not, does it have and adhere to an alternative collectively bargained agreement?	✓	<input type="checkbox"/>	<input type="checkbox"/>

11. Facilities

Yes No N/A

11.1	If the district participates in the state's School Facilities Program, has it met the required contribution for the Routine Restricted Maintenance Account?	✓	<input type="checkbox"/>	<input type="checkbox"/>
11.2	Does the district have sufficient and available capital outlay and/or bond funds to cover all contracted obligations for capital facilities projects?	<input type="checkbox"/>	<input type="checkbox"/>	✓
11.3	Does the district properly track and account for facility-related projects?	<input type="checkbox"/>	<input type="checkbox"/>	✓
11.4	Does the district use its facilities fully in accordance with the Office of Public School Construction's loading standards?	<input type="checkbox"/>	✓	<input type="checkbox"/>
	<i>The district has excess capacity in its facilities because of declining enrollment. The district provided a document that shows total capacity of 6,224. Per DataQuest, the enrollment for 2019-20 was 4,475.</i>			
11.5	Does the district include facility needs (maintenance, repair and operating requirements) when adopting a budget?	<input type="checkbox"/>	✓	<input type="checkbox"/>
	<i>The district's budget for facilities is completely based on the required contribution to RRMA less an amount held back for district-wide needs.</i>			
11.6	Has the district met the facilities inspection requirements of the Williams Act and resolved any outstanding issues?	<input type="checkbox"/>	✓	<input type="checkbox"/>
	<i>The district's facilities inspection reports for 2018-19 and 2019-20 identified that no extreme deficiencies existed. All of the district's sites inspected in 2019-20 received a lower score as compared to the prior year. While CDE did not provide FCMAT a definitive answer regarding whether daycare/preschool facilities are subject to Williams Act inspections, the district completed one for the Smythe Child Development Center in 2019-20 but did not perform one in 2018-19.</i>			
11.7	If the district passed a Proposition 39 general obligation bond, has it met the requirements for audit, reporting, and a citizens' bond oversight committee?	✓	<input type="checkbox"/>	<input type="checkbox"/>
11.8	Does the district have a long-range facilities master plan that reflects its current and projected facility needs?	<input type="checkbox"/>	✓	<input type="checkbox"/>
	<i>The most current facilities master plan was completed in 2007. Recognizing a need to update the plan, the district has contracted with WLC Architects to author a new facilities master plan.</i>			

12. Fund Balance and Reserve for Economic Uncertainty		Yes	No	N/A
12.1	Is the district able to maintain the minimum reserve for economic uncertainty in the current year (including Fund 01 and Fund 17) as defined by criteria and standards? <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>The 2019-20 second interim report projected available reserves of 1.83%, rather than the 3% minimum required reserve.</i>			
12.2	Is the district able to maintain the minimum reserve for economic uncertainty in the two subsequent years? <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>The 2019-20 second interim report projected available reserves of 0.83% in 2020-21 and 0.37% in 2021-22, rather than the 3% minimum required reserve.</i>			
12.3	If the district is not able to maintain the minimum reserve for economic uncertainty, does the district’s multiyear financial projection include a board-approved plan to restore the reserve? <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>On February 21, 2019 the board approved a 2019-2020 Spending Reduction Plan; however, as of the 2019-20 second interim report, implementation of the plan had not reduced or eliminated deficit spending by an amount sufficient to restore the minimum required reserve.</i>			
	<i>On January 23, 2020 the board approved a 2020-2021 Budget Reduction Plan, and at the time of FCMAT’s fieldwork, interviews indicated the district was in the process of implementing the plan.</i>			
12.4	Is the district’s projected unrestricted fund balance stable or increasing in the two subsequent fiscal years? <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>The 2019-20 second interim report projected an unrestricted ending fund balance of \$1,190,967 in 2019-20, \$535,488 in 2020-21, and \$273,753 in 2021-22.</i>			
12.5	If the district has unfunded or contingent liabilities or one-time costs other than post-employment benefits, does the unrestricted general fund balance include sufficient assigned or committed reserves above the recommended reserve level? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. General Fund – Current Year		Yes	No	N/A
13.1	Does the district ensure that one-time revenues do not pay for ongoing expenditures? <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>The district’s prior and projected years of deficit spending indicate that it has used one-time resources (such as the fund balance) to pay for ongoing expenditures.</i>			
13.2	Is the percentage of the district’s general fund unrestricted expenditure budget that is allocated to salaries and benefits at or below the statewide average for the current year? <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>The district’s 2019-20 second interim unrestricted general fund salaries and benefits were 88.16% of the expense budget. The statewide average for elementary school districts as of 2018-19 (the latest data available) was 87%.</i>			
13.3	Is the percentage of the district’s general fund unrestricted expenditure budget that is allocated to salaries and benefits at or below the statewide average for the two prior years? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.4	If the district has received any uniform complaints or legal challenges regarding local use of supplemental and concentration grant funding in the current or two prior years, is the district addressing the complaint(s)? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13.5	Does the district either ensure that restricted dollars are sufficient to pay for staff assigned to restricted programs or have a plan to fund these positions with unrestricted funds? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- 13.6 Is the district using its restricted dollars fully by expending allocations for restricted programs within the required time?
- 13.7 Does the district account for program costs, including the maximum allowable indirect costs, for each restricted resource and other funds?

The district does not charge the full allowable indirect cost rate to all its restricted resources and other funds. The district should charge the maximum allowable indirect costs to all restricted programs and funds, including special education programs and routine restricted maintenance, to reflect the true costs of these programs.

14. Information Systems and Data Management **Yes** **No** **N/A**

- 14.1 Does the district use an integrated financial and human resources system?
- 14.2 Does the district use the system(s) to provide key financial and related data, including personnel information, to help the district make informed decisions?
- 14.3 Has the district accurately identified students who are eligible for free or reduced-price meals, English learners, and foster youth, in accordance with the LCFF and its LCAP?
- 14.4 Is the district using the same financial system as its county office of education?
- 14.5 If the district is using a separate financial system from its county office of education and is not fiscally independent, is there an automated interface with the financial system used by the county office of education?
- 14.6 If the district is using a separate financial system from its county office of education, has the district provided the county office with direct access so the county office can provide oversight, review and assistance?

15. Internal Controls and Fraud Prevention **Yes** **No** **N/A**

- 15.1 Does the district have controls that limit access to its financial system and include multiple levels of authorization?

District staff indicated that procedures have been implemented to require administrator approval for access to the financial system. However, the documentation provided shows that some staff members have system access that does not provide for proper internal control and separation of duties. For example, some employees have access to change vendor information and process vendor payments and some have access to input employee demographic information and process payroll.

- 15.2 Are the district’s financial system’s access and authorization controls reviewed and updated upon employment actions (e.g., resignations, terminations, promotions or demotions) and at least annually?

Although financial system access and authorization controls are updated upon employment actions, no information was provided to show that the financial system access lists are reviewed annually.

- 15.3 Does the district ensure that duties in the following areas are segregated, and that they are supervised and monitored?:

Accounts payable (AP)	<input type="checkbox"/>	✓	<input type="checkbox"/>
<i>Accounts payable batches are not reviewed by a supervisory employee before they are submitted to the county office for further processing. Best practice is for a supervisory employee to review all accounts payable transactions and the warrant prelist before the batch is submitted to the county office.</i>			
<i>Accounts payable warrants are printed at the county office and sent to the district where they are received and distributed by the staff member who processed them. To provide better segregation of duties, the individual responsible for generating accounts payable warrants should not have access to them after they are printed.</i>			
• Accounts receivable (AR)	✓	<input type="checkbox"/>	<input type="checkbox"/>
• Purchasing and contracts.	✓	<input type="checkbox"/>	<input type="checkbox"/>
• Payroll	<input type="checkbox"/>	✓	<input type="checkbox"/>
<i>Payroll warrants are printed at the county office and are picked up and distributed by the staff member who processed them. To provide better segregation of duties, the individual responsible for generating payroll warrants should not have access to them after they are printed.</i>			
• Human resources (i.e., duties relative to position control and payroll processes)	<input type="checkbox"/>	✓	<input type="checkbox"/>
<i>Interviews indicated that a Human Resources Department staff member has access to change payroll screens in the financial software system. To provide for proper internal control, human resources staff should have view-only access to payroll screens.</i>			
15.4 Are beginning balances for the new fiscal year posted and reconciled with the ending balances for each fund from the prior fiscal year?	✓	<input type="checkbox"/>	<input type="checkbox"/>
15.5 Does the district review and work to clear prior year accruals throughout the year?	<input type="checkbox"/>	✓	<input type="checkbox"/>
<i>Although the district works to clear prior year accruals, interviews with county office staff indicated that some of the accruals from 2018-19 and 2019-20 had not yet been reconciled and cleared as of the 2019-20 second interim reporting period.</i>			
15.6 Has the district reconciled and closed the general ledger (books) within the time prescribed by the county office of education?	<input type="checkbox"/>	✓	<input type="checkbox"/>
<i>Although the 2018-19 unaudited actuals report was adopted by the board within the timeline established in Education Code Section 42100, interviews with county office staff indicated that the district did not submit the closing checklist and unaudited actuals report to the county office in time for them to be reviewed before the report was submitted to the district's board. The September 17, 2019 county office letter indicates that some items needed to be resolved (e.g., cafeteria fund negative ending balance); therefore, the district was required to revise its 2018-19 unaudited actuals. The revised unaudited actuals report was adopted by the board on October 10, 2019.</i>			
15.7 Does the district have processes and procedures to discourage and detect fraud?	✓	<input type="checkbox"/>	<input type="checkbox"/>
15.8 Does the district have a process for collecting reports of possible fraud (such as an anonymous fraud reporting hotline) and for following up on such reports?	<input type="checkbox"/>	✓	<input type="checkbox"/>
<i>Board Policy 3400 and Administrative Regulation 3400, Management of District Assets/Accounts, describe the procedures for reporting and investigating fraud. The policy states, "...the Superintendent or designee shall establish a method for employees and outside persons to anonymously report any suspected instances of fraud, impropriety, or irregularity." At the time of FCMAT's fieldwork, the district had not implemented a method for anonymous reporting. District staff indicated they contacted a vendor during FCMAT's fieldwork to begin the implementation process for this service.</i>			

15.9 Does the district have an internal audit process?
Some business office positions are assigned to oversee various financial functions; however, the district does not have a formal internal audit process.

16. Leadership and Stability

Yes No N/A

16.1 Does the district have a chief business official who has been with the district as chief business official for more than two years?.
At the time of FCMAT's fieldwork, the chief business official had been with the district approximately one year and 11.5 months.

16.2 Does the district have a superintendent who has been with the district as superintendent for more than two years?

16.3 Does the superintendent meet on a scheduled and regular basis with all members of their administrative cabinet?

16.4 Is training on financial management and budget provided to site and department administrators who are responsible for budget management?

16.5 Does the governing board adopt and revise policies and administrative regulations annually? .
The district uses the California School Boards Association (CSBA) to update its board policies and administrative regulations and updated all of its BPs and ARs en masse in May-July 2019; these were formally adopted in January 2020. Since then, the governing board meeting agendas have included first and second readings of BPs/ARs in June and July 2020. District documents also show that eight board policies/administrative regulations were revised from January through August 2018; however, the information provided does not indicate an annual review process.

16.6 Are newly adopted or revised policies and administrative regulations implemented, communicated and available to staff?
Interviews indicated that the district lacks a process to effectively communicate newly adopted or revised policies and administrative regulations to ensure all employees always receive this information.

16.7 Do all board members attend training on the budget and governance at least every two years?

16.8 Is the superintendent's evaluation performed according to the terms of the contract?

17. Multiyear Projections

Yes No N/A

17.1 Has the district developed multiyear projections that include detailed assumptions aligned with industry standards?
The district's 2019-20 Adopted Budget Multi-Year Projection Assumptions Sheet includes numerous assumptions that align with industry standards. However, some of the assumptions do not appear to be the most current information available at that time; for example, the State Teachers' Retirement System (STRS) rates used for 2020-21 and 2021-22 as well as the projection of flat ADA in 2021-22 (even though enrollment had declined in each of the prior three years and was projected to continue to decline). A multiyear assumptions document was not provided for the 2019-20 second interim report.

17.2 To help calculate its multiyear projections, did the district prepare an accurate LCFF calculation with multiyear considerations?

- 17.3 Does the district use its most current multiyear projection in making financial decisions? . . .
- 17.4 If the district uses a broad adjustment category in its multiyear projection (such as line B10, B1d, B2d Other Adjustments, in the SACS Form MYP/MYPI), is there a detailed list of what is included in the adjustment amount and are the adjustments reasonable? . . .

The 2019-20 second interim report included an adjustment on line B1d for 2020-21 and 2021-22. An explanation is provided on Form MYPI for the 2020-21 adjustment, but no explanation appears to be provided for the 2021-22 adjustment.

18. Non-Voter-Approved Debt and Risk Management **Yes No N/A**

- 18.1 Are the sources of repayment for non-voter-approved debt (such as certificates of participation (COPs), bridge financing, bond anticipation notes (BANS), revenue anticipation notes (RANS) and others) stable, predictable, and other than unrestricted general fund? . . .

The district is currently servicing its \$14 million COPs debt from the general fund. However, the district recently passed a total of \$108 million in two general obligation (GO) bond measures. Interviews indicated that the specific purpose of one of these measures is to retire the COPs debt in total and that the district plans to issue the bonds in September 2020.

- 18.2 If the district has issued non-voter-approved debt, has its credit rating remained stable or improved during the current and two prior fiscal years? . . .

In September 2019, Moody's downgraded the district's COPs from A3 to Baa1 and GO bonds from A1 to A2.

In December 2017, S&P Global Ratings lowered the district's GO bond rating from A- to BBB+.

- 18.3 If the district is self-insured, has the district completed an actuarial valuation as required and have a plan to pay for any unfunded liabilities? . . .

- 18.4 If the district has non-voter-approved debt (such as COPs, bridge financing, BANS, RANS and others), is the total of annual debt service payments no greater than 2% of the district's unrestricted general fund revenues? . . .

The district's non-voter-approved debt payments total \$1,207,260 in 2019-20, which is 2.44% of its unrestricted general fund revenues.

19. Position Control **Yes No N/A**

- 19.1 Does the district account for all positions and costs? . . .

- 19.2 Does the district analyze and adjust staffing based on staffing ratios and enrollment? . . .

- 19.3 Does the district reconcile budget, payroll and position control regularly, at least at budget adoption and interim reporting periods? . . .

Documentation shows the use of a position control system; however, interviews did not indicate the use of an established, documented process to reconcile the position control system with budget and payroll.

- 19.4 Does the district identify a budget source for each new position before the position is authorized by the governing board? . . .

- 19.5 Does the governing board approve all new positions and extra assignments (e.g., stipends) before positions are posted? . . .

19.6 Do managers and staff responsible for the district's human resources, payroll and budget functions meet regularly to discuss issues and improve processes?

The district's human resources, payroll and budget staff do not meet regularly to discuss issues and improve processes.

20. Special Education

Yes No N/A

20.1 Does the district monitor, analyze and adjust staffing ratios, class sizes and caseload sizes to align with statutory requirements and industry standards?

20.2 Does the district access available funding sources for costs related to special education (e.g., excess cost pool, legal fees, mental health)?

Interviews with district staff indicated they were unsure if the special education local plan area (SELPA) had excess cost pools to access, and FCMAT's telephone calls to the SELPA to determine if excess cost pools exist were not returned.

20.3 Does the district use appropriate tools to help it make informed decisions about whether to add services (e.g., special circumstance instructional assistance process and form, transportation decision tree)?

20.4 Does the district budget and account correctly for all costs related to special education (e.g., transportation, due process hearings, indirect costs, nonpublic schools and/or nonpublic agencies)?

The district has not charged the special education program, excluding special education mental health services, indirect costs for the last three fiscal years, which understates the true cost of special education.

20.5 Is the district's contribution rate to special education at or below the statewide average contribution rate?

20.6 Is the district's rate of identification of students as eligible for special education at or below the countywide and statewide average rates?

The district's 2019-20 identification rate is 12.04%, which is below the countywide rate of 12.61% but above the statewide average rate of 11.70%.

20.7 Does the district analyze whether it will meet the maintenance of effort requirement at each interim reporting period?

District staff indicated that this analysis is only performed at year end.

Risk Score, 20 numbered sections only: 53.4%

Key to Risk Score from 20 numbered sections only:

- High Risk: 40% or more*
- Moderate Risk: 25-39.9%*
- Low Risk: 24.9% and lower*

District Fiscal Solvency Risk Level, all FHRA factors: High

(The existence of any condition from the Budget and Fiscal Status section, and/or a material weakness, will supersede the score above because it elevates the district's risk level.)

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: PURCHASE OF FLOCABULARY LICENSES FROM NEARPOD, INC.

BACKGROUND INFORMATION:

Flocabulary is a leading video and student creativity platform that offers high-quality video-based lessons that bring a combination of hip hop and educational rigor to classrooms. Combined with offering that allows teachers to engage students in 1:1 classrooms where every student has a device, bringing a unique way for teachers and administrators to ensure students are engaged and learning in every class every day. It can produce new educational content every week that will engage students with relevant and timely curriculum. Flocabulary's unrivaled combination of creative, dynamic, and rigorous materials bring students interests into the classroom to reinforce core knowledge and skills in an entertaining, culturally relevant way.

The Special Education Director is requesting approval to purchase Flocabulary licenses from Nearpod, Inc. for all Special Education students and teachers to implement during Distance Learning. As part of this purchase, District will get complimentary school-wide licenses for La Mirada and San Ysidro Middle School and 2-hour webinar for up to 150 teachers. The term of these licenses is from November 5, 2020 thru November 4, 2021.

RECOMMENDATION:

Ratify the purchase of Flocabulary licenses from Nearpod, Inc. for special education students and teachers to implement during Distance Learning at the total cost of \$5,000.00 from the C.A.R.E.S. Act Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc.) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$5,000.00
(Amount)

CARES Act Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Sales Order

Sales Order For:

Oscar Madera
 SAN YSIDRO ELEMENTARY
 4350 OTAY MESA RD
 SAN YSIDRO, California 92173
 UNITED STATES

Nearpod Contact:

Corey Bess
 1855 Griffin Rd. Suite A-290
 Dania Beach, FL 33004

Service Start: 11/05/2020 **Service End:** 11/04/2021

Description	Quantity	Total
A digital site license to Flocabulary and The Week in Rap for all teachers and students. 2 hr webinar for up to 150 teachers	2 school sites + Special Education team 1	\$5,000.00 \$0
	Total	(USD) \$5,000.00

Terms

This Sales Order is valid until: 11/12/2020
Service will run from 11/05/2020 until 11/04/2021, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$5,000.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Our new, BETA Interactive Video feature & 1,000+ standards-aligned videos are included for the 1st year of your Nearpod Platform contract.

The customer is required to remit payment or provide a PO within 60 days of signing and/or accepting the Sales Order. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

Purchase Order

Please provide PO#: _____

Credit Card

Please provide email address
secure payment link should be
sent to: _____

Exp: _____

Name on card: _____

Check, ACH or Wire

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:

Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: coreyb@nearpod.com or FAX: +1 305-655-1999

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Nearpod Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1855 Griffin Road, A-290

6 City, state, and ZIP code
Dania Beach, FL 33004

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

4	6	-	0	9	9	3	6	7	9
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ Severine Beux

Date ▶ 01/02/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Educational Services,
Cynthia Gonzalez, Director

Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – NOVEMBER

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 November 12, 2020 Board meeting:

- 2021 ACSA Every Child Counts Symposium
- ACSA 2020 Leadership Summit
- Alternative Dispute Resolution Training
- AVID Principals’ Network
- Chronic Absenteeism
- Creating a Safe Space for Lesbian, Gay, Bisexual, and Transgender Youth
- Crime Victim & Survivor Summit: *Mapping Intersections Across Service Systems for Prevention, Protection and Healing*
- Diamond Safety Team Training
- Impact of Legislation on CWA/Student Services Update
- MCEC Education Summit 2020
- Orange County Department of Education Interpreters & Translators Virtual Conference
- Section 504 Training
- Supporting Foster Youth with Intellectual and Developmental Disabilities
- Suspension and Expulsion Training
- The Distance Learning Playbook for Leaders Institute
- Vaping Training of Trainers

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

RECOMMENDATION:

Approve/Ratify the attendance and participation of District staff (see attached list) to the different professional developments, as scheduled.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

APPROXIMATE COST
\$2,154.00
(Amount)

General, CARES and Title II Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:

Professional Development Backup Information – November 12, 2020

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Oscar Madera, Kathleen Cordero, Rick Quintana, Denise Villezcas	2021 ACSA Every Child Counts Symposium	Online	February 3-5, 2021	\$746.00	Title II Fund
Russell Little	ACSA 2020 Leadership Summit	Online	November 5-6, 2020	\$329.00	General Fund
Kathleen Cordero, Rick Quintana, Denise Villezcas, Manuel Bojorquez, Maria Preciado	Alternative Dispute Resolution Training	Online	November 9, 2020	\$0	No Cost
Irene Herrera Cevallos, Maria Rodriguez, Maria Preciado	AVID Principals' Network	Online	November 17 & 19, 2020 <i>-Revised-</i>	\$0	No Cost
Omar Calleros, Veronica Medina	Chronic Absenteeism	Online	January 12, 2021	\$180.00	Title II Funds
Nadia Aviles	Creating a Safe Space for Lesbian, Gay, Bisexual, and Transgender Youth	Online	October 27 & 29, 2020	\$0	No Cost
Oscar Madera, Denise Villezcas, Rick Quintana, Maria Rodriguez	Crime Victim & Survivor Summit: <i>Mapping Intersections Across Service Systems for Prevention, Protection and Healing</i>	Online	November 9, 2020	\$0	No Cost
Nadia Aviles	Diamond Safety Team Training	Online	November 20, 2020	\$30.00	Title II Fund
Dr. David Farkas, Nadia Aviles, Veronica Medina	Impact of Legislation on CWA/Student Services Update	Online	January 21, 2021	\$270.00	Title II Fund

Veronica Medina	MCEC Education Summit 2020	Online	November 17-18, 2020	\$0	No Cost
Elmy Flores, Pablo Sainz	Orange County Department of Education Interpreters & Translators Virtual Conference	Online	August 26-September 26, 2020	\$200.00 (\$100 each to be reimbursed to participants)	General Fund
Kathleen Cordero	Section 504 Training	Online	February 2, 2021	\$100.00	Title II Fund
Veronica Medina	Supporting Foster Youth with Intellectual and Developmental Disabilities	Online	November 16 & 17, 2020	\$0	No Cost
Nadia Aviles	Suspension & Expulsion Training	Online	October 6, 2020	\$100.00 <i>-Revised-</i>	Title II Fund
Irene Herrera-Cevallos	The Distance Learning Playbook for Leaders Institute	Online	December 1, 2020	\$199.00	CARES Fund
Nadia Aviles	Vaping Training of Trainers	Online	November 17, 2020	\$0	No Cost

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Business Services Informational
Marilyn Adrianzen, Chief Business Official 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 #4 (October 7, 2020 through November 2, 2020): General Fund: 0000006704-0000006713, 0000006715-0000006741 – 0000006743-0000006748, 0000006750-0000006757, 0000006759-0000006764 Child Development Fund: 0000006714 Child Nutrition Fund: 0000006742, 0000006749, 0000006758.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period October 7, 2020 through November 2, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$431,716.39

(Amount)

As listed above

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PURCHASING REPORT (10/06/20 - 11/02/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/7/2020	000006704	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 4,950.13
10/8/2020	000006705	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL SERVICES	0100	0000000	5800002	063	\$ 10,124.63
10/8/2020	000006706	004678	AMAZON.COM, INC.	TECHNOLOGY EQUIPMENT	0100	3210000	4400000	010	\$ 1,292.99
10/8/2020	000006707	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	\$ 6,780.80
10/8/2020	000006707	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800200	062	\$ 8,347.50
10/8/2020	000006707	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	\$ 2,517.50
10/8/2020	000006708	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	0100	9010010	6200002	070	\$ 4,907.14
10/9/2020	000006709	000000728	A & I REPROGRAPHICS	COVID SUPPLIES	0100	3210000	4300000	010	\$ 3,825.02
10/12/2020	000006710	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	5800006	067	\$ 381.69
10/12/2020	000006711	000000749	CLASSKICK	INSTRUCTIONAL MATERIAL	0100	3220000	5800006	022	\$ 749.00
10/12/2020	000006712	004901	AGUILAR ARCHITECTS, INC	PROFESSIONAL SERVICES	0100	9625000	5800010	010	\$ 37,680.00
10/12/2020	000006713	003147	CALIFORNIA DEPARTMENT OF	REIMBURSE UNSPENT FUNDS	0100	4035000	8290099	000	\$ 40,324.00
10/12/2020	000006713	003147	CALIFORNIA DEPARTMENT OF	REIMBURSE UNSPENT FUNDS	0100	4201000	8290099	000	\$ 5,656.00
10/13/2020	000006715	000258	PARADIGM HEALTHCARE SERVICES	CONTRACTED SERVICES	0100	5640000	5800010	052	\$ 10,000.00
10/14/2020	000006716	003766	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	0100	8150000	5600005	070	\$ 4,275.00
10/16/2020	000006717	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	022	\$ 71.10
10/19/2020	000006718	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	3220000	5800006	061	\$ 119.64
10/19/2020	000006719	000000750	GO-BOX LLC	TECHNOLOGY EQUIPMENT	0100	3220000	4400000	080	\$ 8,809.47
10/21/2020	000006720	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	5800006	016	\$ 7,600.00
10/21/2020	000006721	000000414	KUTA SOFTWARE LLC	INSTRUCTIONAL SUPPLIES	0100	3220000	5800006	022	\$ 1,200.00
10/21/2020	000006722	000000751	EDPUZZLE, INC.	INSTRUCTIONAL MATERIAL	0100	3220000	5800006	022	\$ 1,200.00
10/21/2020	000006723	000000752	FORMATIVE	INSTRUCTIONAL LICENSING	0100	3220000	5800006	022	\$ 4,530.00
10/21/2020	000006724	001531	AUDIOMETRICS	CONTRACTED SERVICES	0100	0000000	5800010	052	\$ 190.00
10/21/2020	000006725	004601	SIR SPEEDY PRINTING 02890	PRINTING SERVICES	0100	0000000	5800007	071	\$ 516.12
10/22/2020	000006726	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 3,015.17
10/22/2020	000006727	000000077	AZTEC CONTAINER	LEASE AGREEMENT	0100	8150000	5600001	070	\$ 1,616.24
10/22/2020	000006728	000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 4,164.30
10/22/2020	000006729	000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 760.00
10/22/2020	000006730	000588	SCHOOL SERVICES OF CALIFORNIA	PROFESSIONAL SERVICES	0100	0000000	5800010	071	\$ 4,700.00
10/22/2020	000006731	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 6,450.00
10/22/2020	000006731	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 8,930.00
10/22/2020	000006732	001845	FERGUSON ENTERPRISES,INC#1350	COVID EQUIPMENT	0100	3220000	4400000	080	\$ 107,416.82
10/23/2020	000006733	000000753	SEESAW	INSTRUCTIONAL LICENSING	0100	0000000	4300001	024	\$ 1,688.50
10/26/2020	000006734	000208	SCHOOL HEALTH CORPORATION	MEDICAL SUPPLIES	0100	0490000	4300010	054	\$ 1,987.66
10/26/2020	000006735	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500200	4300001	054	\$ 25.84
10/26/2020	000006736	000535	SCHOOL SPECIALTY	OFFICE SUPPLIES	0100	0000000	4300001	020	\$ 536.27
10/26/2020	000006737	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	5800010	062	\$ 30.00
10/26/2020	000006738	004792	FUN AND FUNCTION, LLC	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 107.94
10/26/2020	000006739	000000716	POWERSCHOOL GROUP LLC	CONTRACTED SERVICES	0100	0000000	5800010	062	\$ 10,129.57
10/26/2020	000006740	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 5,682.68
10/26/2020	000006741	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	\$ 952.44
10/26/2020	000006743	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 2,892.66
10/26/2020	000006743	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	\$ 2,835.50
10/26/2020	000006743	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	\$ 1,033.50
10/26/2020	000006744	000146	LAKESHORE	INSTRUCTIONAL LICENSING	0100	3220000	4300003	054	\$ 6,720.00
10/26/2020	000006745	004698	DOCUMENT TRACKING SERVICES,	PROFESSIONAL SERVICES	0100	0000000	5800010	061	\$ 2,500.00
10/28/2020	000006746	000000279	SIGNTECH ELECTRICAL ADVERTISING, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 2,864.18
10/28/2020	000006747	000000315	ACSA FOUNDATION FOR EDUCATIONAL	REGISTRATION FEES	0100	0000000	5200003	061	\$ 3,927.00

PURCHASING REPORT (10/06/20 - 11/02/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
10/28/2020	0000006748	000000371	U.S. BANK	PROFESSIONAL SERVICES	0100	9010075	5800010	080	\$ 10,000.00
10/28/2020	0000006750	000000754	NEARPOD INC	INSTRUCTIONAL LICENSING	0100	3220000	4300000	054	\$ 5,000.00
10/28/2020	0000006751	000000669	MYSTERY SCIENCE INC.	INSTRUTIONAL SUPPLIES	0100	3220000	4300001	020	\$ 1,249.00
10/29/2020	0000006752	002187	APPLE INC	INSTRUCTIONAL EQUIPMENT	0100	3220000	4400000	054	\$ 8,038.15
10/29/2020	0000006753	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 54.26
10/29/2020	0000006754	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	4100000	061	\$ 161.63
10/29/2020	0000006755	000000748	PEAR DECK, INC	INSTRUCTIONAL MATERIAL	0100	3220000	5800006	025	\$ 1,980.00
10/29/2020	0000006756	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	012	\$ 255.85
10/29/2020	0000006757	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	4035000	5200003	061	\$ 90.00
10/30/2020	0000006759	000000315	ACSA FOUNDATION FOR EDUCATIONAL	REGISTRATION FEES	0100	4035000	5200003	061	\$ 1,285.00
10/30/2020	0000006760	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL SERVICES	0100	0000000	5800002	063	\$ 387.42
10/30/2020	0000006761	000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800002	063	\$ 3,612.20
10/30/2020	0000006761	000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800150	054	\$ 1,143.00
11/2/2020	0000006762	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	\$ 10,000.00
11/2/2020	0000006763	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	\$ 10,000.00
11/2/2020	0000006764	004678	AMAZON.COM, INC.	TECHNOLOGY EQUIPMENT	0100	3220000	4300000	080	\$ 9,157.67
Total 0100									\$ 404,478.05
10/13/2020	0000006714	003507	DEPARTMENT OF SOCIAL SERVICES	CONTRACTED SERVICES	1200	6105000	5800006	076	\$ 363.00
Total for 1200									\$ 363.00
10/26/2020	0000006742	000000544	HEARTLAND SCHOOL SOLUTIONS	CONTRACTED SERVICES	1300	5310000	5800006	085	\$ 2,275.00
10/28/2020	0000006749	004645	IMAGE ONE CORPORATION	CONTRACTED SERVICES	1300	5310000	5800006	085	\$ 803.24
10/29/2020	0000006758	000000639	EMS LINQ INC	CONTRACTED SERVICES	1300	5310000	5800006	085	\$ 23,797.10
Total for 1300									\$ 26,875.34
Grand Total									\$ 431,716.39

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

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

The following are expenditures incurred by the District during the period of October 7, 2020 through November 3, 2020 with checks #14-715899 through #14-723902 for a total expenditure of \$1,272,748.88 from the following sources:

General Fund - \$1,206,188.30
Child Nutrition-\$66,560.58

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of October 7, 2020 through November 3, 2020 for a total expenditure of \$1,272,748.88.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$1,272,748.88

(Amount)

Various (see above)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report 10/7/20-11/3/20

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14715899	MRC SMART TECHNOLOGY SOLUTIONS	10/8/2020	8508.84	0100	MAINTENANCE AGREEMENT
14715900	XEROX FINANCIAL SERVICES	10/8/2020	9274.25	0100	CONTRACTED SERVICES
14715901	WINET PATRICK GAYER CREIGHTON	10/8/2020	1543.95	0100	LEGAL SERVICES
14715902	EBS - EDUCATIONAL BASED SERVICES	10/8/2020	44916.00	0100	PROFESSIONAL SERVICES
14715903	DANNIS WOLIVER KELLEY	10/8/2020	943.50	0100	LEGAL SERVICES
14715904	CAPITOL ADVISORS GROUP, LLC	10/8/2020	2000.00	0100	PROFESSIONAL SERVICES
14715905	DECLUES, BURKETT & THOMPSON, APC	10/8/2020	1552.00	0100	LEGAL FEES
14715906	BorderLAN, Inc.	10/8/2020	27500.00	0100	CONTRACTED SERVICES
14715907	NDW HOLDINGS LLC	10/8/2020	61846.88	0100	COVID EQUIPMENT
14715908	SCREENCASTIFY, LLC	10/8/2020	5250.00	0100	CONTRACTED SERVICES
14715909	DION INTERNATIONAL TRUCK INC.	10/8/2020	9789.16	0100	CONTRACTED SERVICES
14715910	THE INSTITUTE FOR EFFECTIVE	10/8/2020	9528.81	0100	PROFESSIONAL SERVICES
14715911	PENSKE TRUCK LEASING	10/8/2020	1839.00	0100	CONTRACTED SERVICES
14715912	FIREHAWK	10/8/2020	3729.74	0100	CONTRACTED SERVICES
14715913	A-Z BUS SALES, INC.	10/8/2020	88.05	0100	CONTRACTED SERVICES
14715914	NAPA AUTO AND TRUCK PARTS	10/8/2020	162.55	0100	MAINTENANCE SUPPLIES
14715915	FEDEX	10/8/2020	88.37	0100	POSTAGE
14715916	SOUTHWEST SCHOOL & OFFICE	10/8/2020	1886.01	0100	INSTRUCTIONAL SUPPLIES
14715917	STANLEY CONVERGENT SECURITY	10/8/2020	307.48	0100	CONTRACTED SERVICES
14715918	CITY NATIONAL BANK	10/8/2020	7842.98	0100	PROFESSIONAL SERVICES
14715919	GALLAGHER BENEFIT SERVICES, INC	10/8/2020	437.75	0100	PROFESSIONAL SERVICES
14715920	FOLLETT SCHOOL SOLUTIONS,INC	10/8/2020	2900.90	0100	INSTRUCTIONAL SUPPLIES
14715921	EDCO AWARDS & SPECIALTIES	10/8/2020	9999.00	0100	COVID SUPPLIES
14715922	SAN DIEGO CENTER FOR CHILDREN	10/8/2020	5070.12	0100	PROFESSIONAL SERVICES
14715923	SPARKLETTS	10/8/2020	123.56	0100	CONTRACTED SERVICES
14715924	XEROX CORPORATION	10/8/2020	102.03	0100	MAINTENANCE AGREEMENT
14715925	STOTZ EQUIPMENT	10/8/2020	1896.96	0100	GROUNDS SUPPLIES
14717127	AVID CENTER	10/12/2020	15358.00	0100	CONTRACTED SERVICES
14717128	TOM SILVA CONSULTING	10/12/2020	2262.50	0100	PROFESSIONAL SERVICES
14717129	SCHOOL SPECIALTY	10/12/2020	397.60	0100	INSTRUCTIONAL SUPPLIES
14717130	OFFICE DEPOT	10/12/2020	4501.33	0100	INSTRUCTIONAL SUPPLIES
14717131	REPUBLIC SERVICES	10/12/2020	14827.68	0100	UTILITIES
14717132	ATKINSON, ANDELSON, LOYA, RUUD	10/12/2020	10124.63	0100	LEGAL SERVICES

Expenditure Report 10/7/20-11/3/20

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14717133	ASELTIME SCHOOL	10/12/2020	10553.92	0100	NON-PUBLIC SERVICES
14717134	TEAMTALK NETWORK	10/12/2020	397.80	0100	CONTRACTED SERVICES
14718317	BMR HEALTH SERVICES, INC	10/15/2020	20800.56	0100	PROFESSIONAL SERVICES
14718319	ABLENET, INC.	10/15/2020	2193.53	0100	INSTRUCTIONAL SUPPLIES
14718320	WAXIE SANITARY SUPPLY	10/15/2020	43644.20	0100	COVID SUPPLIES
14718321	PARADIGM HEALTHCARE SERVICES	10/15/2020	5055.53	0100	CONTRACTED SERVICES
14718322	DION INTERNATIONAL TRUCK INC.	10/15/2020	11137.37	0100	CONTRACTED SERVICES
14718323	SPRINT	10/15/2020	4444.60	0100	CONTRACTED SERVICES
14718326	HOME DEPOT	10/15/2020	2941.18	0100	GROUNDS SUPPLIES
14718328	CALIFORNIA DEPARTMENT OF	10/15/2020	45980.00	0100	REIMBURSE UNSPENT FUNDS
14718329	WAL- MART COMMUNITY/GECRB	10/15/2020	456.52	0100	INSTRUCTIONAL SUPPLIES
14718330	BEST BUY	10/15/2020	1668.95	0100	TECHNOLOGY SUPPLIES
14718331	SOUTHWEST SCHOOL & OFFICE	10/15/2020	1592.65	0100	INSTRUCTIONAL SUPPLIES
14718333	RGC GENERAL ENGINEERING INC	10/15/2020	4747.75	0100	CONTRACTED SERVICES
14718334	BEST BEST & KRIEGER LLP	10/15/2020	17645.80	0100	LEGAL SERVICES
14718336	THE COLLEGE BOARD	10/15/2020	37728.28	0100	INSTRUCTIONAL SUPPLIES
14718337	AGUILAR ARCHITECTS, INC	10/15/2020	22386.75	0100	PROFESSIONAL SERVICES
14718338	COMMITTEE FOR CHILDREN	10/15/2020	8247.00	0100	INSTRUCTIONAL SUPPLIES
14719452	BMR HEALTH SERVICES, INC	10/19/2020	38922.26	0100	PROFESSIONAL SERVICES
14719454	MICHAEL BAKER INTERNATIONAL	10/19/2020	4275.00	0100	PROFESSIONAL SERVICES
14720415	CORODATA RECORDS MANAGEMENT, INC.	10/22/2020	200.72	0100	CONTRACTED SERVICES
14720416	VECTOR USA	10/22/2020	7363.53	0100	PROFESSIONAL SERVICES
14720417	MRC SMART TECHNOLOGY SOLUTIONS	10/22/2020	489.23	0100	MAINTENANCE AGREEMENT
14720418	EBS - EDUATIONAL BASED SERVICES	10/22/2020	27360.00	0100	PROFESSIONAL SERVICES
14720419	MOBYMAX LLC	10/22/2020	478.00	0100	INSTRUCTIONAL SUPPLIES
14720420	DALE SCOTT & COMPANY, INC.	10/22/2020	26767.62	0100	PROFESSIONAL SERVICES
14720421	SMARTSIGN	10/22/2020	2938.34	0100	TECHNOLOGY SUPPLIES
14720422	SAN DIEGO GAS & ELECTRIC	10/22/2020	916.18	0100	UTILITIES
14720423	PARADIGM HEALTHCARE SERVICES	10/22/2020	500.00	0100	PROFESSIONAL SERVICES
14720424	SCHOOL SPECIALTY	10/22/2020	508.92	0100	INSTRUCTIONAL SUPPLIES
14720425	THE INSTITUTE FOR EFFECTIVE	10/22/2020	9761.22	0100	PROFESSIONAL SERVICES
14720426	CALIFORNIA ELECTRIC SUPPLY	10/22/2020	4907.14	0100	MAINTENANCE SUPPLIES
14720427	FEDEX	10/22/2020	47.78	0100	POSTAGE

Expenditure Report 10/7/20-11/3/20

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14720428	BATTERY SYSTEMS	10/22/2020	771.56	0100	GROUNDS SUPPLIES
14720429	SAN DIEGO CENTER FOR CHILDREN	10/22/2020	4729.24	0100	PROFESSIONAL SERVICES
14720430	XEROX CORPORATION	10/22/2020	4505.62	0100	MAINTENANCE AGREEMENT
14722616	P.I.P.S.	10/29/2020	74440.66	0100	PROFESSIONAL SERVICES
14722617	AZTEC CONTAINER	10/29/2020	1616.24	0100	LEASE AGREEMENT
14722618	XEROX FINANCIAL SERVICES	10/29/2020	9274.25	0100	CONTRACTED SERVICES
14722619	806 TECHNOLOGIES, INC.	10/29/2020	3800.00	0100	CONTRACTED SERVICES
14722620	AMPLIFY EDUCATION INC.	10/29/2020	12654.00	0100	INSTRUCTIONAL SUPPLIES
14722621	AARDVARK ANT & PEST CONTROL INC.	10/29/2020	782.00	0100	CONTRACTED SERVICES
14722622	ACCO ENGINEERED SYSTEMS, INC.	10/29/2020	760.00	0100	CONTRACTED SERVICES
14722623	PAULO AZEVEDO	10/29/2020	60.57	0100	REIMBURSEMENT
14722624	ANIXTER INC.	10/29/2020	803.19	0100	MAINTENANCE SUPPLIES
14722625	WEX BANK	10/29/2020	1532.53	0100	CONTRACTED SERVICES
14722626	IXL LEARNING INC.	10/29/2020	3550.00	0100	INSTRUCTIONAL MATERIAL
14722627	DAVID FARKAS	10/29/2020	96.96	0100	REIMBURSEMENT
14722628	JORGE ACEVES	10/29/2020	23.72	0100	REIMBURSEMENT
14722629	SAN DIEGO GAS & ELECTRIC	10/29/2020	60026.86	0100	UTILITIES
14722630	CITY TREASURER	10/29/2020	14915.62	0100	UTILITIES
14722631	WAXIE SANITARY SUPPLY	10/29/2020	26493.03	0100	COVID EQUIPMENT
14722632	LAKESHORE	10/29/2020	352.04	0100	INSTRUCTIONAL SUPPLIES
14722633	SCHOOL SERVICES OF CALIFORNIA	10/29/2020	3900.00	0100	PROFESSIONAL SERVICES
14722634	MONICA YRINEO	10/29/2020	45.00	0100	REIMBURSEMENT
14722635	PENSKE TRUCK LEASING	10/29/2020	2772.13	0100	CONTRACTED SERVICES
14722636	EWING IRRIGATION	10/29/2020	89.96	0100	GROUNDS SUPPLIES
14722637	MANUEL BOJORQUEZ	10/29/2020	100.32	0100	REIMBURSEMENT
14722638	HARBOR FREIGHT TOOLS	10/29/2020	91.54	0100	MAINTENANCE SUPPLIES
14722639	AT&T	10/29/2020	4946.12	0100	UTILITIES
14722640	BEST BEST & KRIEGER LLP	10/29/2020	6761.66	0100	LEGAL FEES
14722641	FOLLETT SCHOOL SOLUTIONS, INC	10/29/2020	233.96	0100	LIBRARY SUPPLIES
14722642	DOCUMENT TRACKING SERVICES,	10/29/2020	2500.00	0100	PROFESSIONAL SERVICES
14722643	ONE TRIPP TREE SERVICE INC.	10/29/2020	3883.00	0100	CONTRACTED SERVICES
14722644	COMMITTEE FOR CHILDREN	10/29/2020	4794.90	0100	INSTRUCTIONAL SUPPLIES
14723896	SUNBELT RENTALS, INC.	11/2/2020	2567.76	0100	CONTRACTED SERVICES

Expenditure Report 10/7/20-11/3/20

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14723897	KEENAN & ASSOCIATES	11/2/2020	764.62	0100	CONTRACTED SERVICES
14723898	KUTA SOFTWARE LLC	11/2/2020	642.00	0100	INSTRUCTIONAL SUPPLIES
14723899	MYSTERY SCIENCE INC.	11/2/2020	1249.00	0100	INSTRUCTIONAL SUPPLIES
14723900	OFFICE DEPOT	11/2/2020	311084.16	0100	TECHNOLOGY EQUIPMENT
14723901	PROFESSIONAL TUTORS OF AMERICA	11/2/2020	4400.00	0100	PROFESSIONAL SERVICES
14723902	SIR SPEEDY PRINTING 02890	11/2/2020	516.12	0100	PRINTING SERVICES
Total Fund 01			\$ 1,206,188.30		
14718318	GOLD STAR FOODS	10/15/2020	26898.90	1300	CAFETERIA FOOD
14718324	HOLLANDIA DAIRY INC.	10/15/2020	27335.30	1300	CAFETERIA FOOD
14718325	P&R PAPER SUPPLY COMPANY, INC.	10/15/2020	717.38	1300	CAFETERIA PAPER GOODS
14718327	LLOYD PEST CONTROL CO.	10/15/2020	224.00	1300	CONTRACTED SERVICES
14718332	ACE COOLING & FREEZING	10/15/2020	9940.74	1300	CONTRACTED SERVICES
14718335	GALASSO'S BAKERY	10/15/2020	1021.02	1300	CAFETERIA FOODS
14719453	JOHNSON CONTROLS	10/19/2020	423.24	1300	CONTRACTED SERVICES
Total Fund 13			\$66,560.58		
Grand total			\$ 1,272,748.88		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

Accept donations valued at \$2,389.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

DONATIONS
\$2,389.00

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: DONATION REFUND

BACKGROUND INFORMATION:

On June 18, 2020, the Governing Board accepted a donation from Park Haven Apartments in the amount of \$13,517.55 to purchase Chromebooks for Willow School students who had perfect attendance. The District purchased 51 chromebooks without licenses for a total cost of \$12,548.41. The District would like to refund Park Haven Apartments the remaining balance of \$969.14.

RECOMMENDATION:

Approve to refund Park Haven Apartments the amount of \$969.14 which is the remaining balance of the donation that was made for the purchase of 51 Chromebooks for Willow School students who received Perfect Attendance recognitions during 2019-20 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

REFUND AMOUNT

\$969.14

(Amount)

Donations Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH THRASHER TERMITE & PEST CONTROL

BACKGROUND INFORMATION:

This service is being performed to eradicate the termite infestation that Smythe Child Development Center and the District Office have been experiencing for over a year. This service will treat the site for the termite infestation and create a safe and health environment for the children, staff and parents/guardians that visit the site(s)

The cost implications are:

- Smythe CDC: \$7,665.00
- District Office and Warehouse: \$20,385.00

RECOMMENDATION:

Approve/Ratify the agreements with Thrasher Termite and Pest Control to provide termite fumigation services at Smythe CDC and the District Office at the estimated cost of \$28,050.00 from the Routine Restricted Maintenance Account..

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

ESTIMATED
\$28,050.00
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO. 1880	STREET, CITY, STATE, ZIP Smythe Avenue, San Ysidro CA 92173	Date of Inspection 10/13/2020	No. of Pages 8
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Thrasher Termite & Pest Control of So Cal, Inc.
 8957 Complex Drive
 San Diego, CA 92123
 Call/Text: 619-955-5121
 Info@ThrasherPest.com
 www.ThrasherPest.com

Firm Registration No. PR 7462	Report No. 23234	Escrow No.
Ordered By: Daniel Camberos 1880 Smythe Avenue San Ysidro, CA 92173 Attn: daniel.camberos@sysdschools.org 619-454-1134	Property Owner/Party of Interest Daniel Camberos 1880 Smythe Avenue San Ysidro, CA 92173 Attn: daniel.camberos@sysdschools.org 619-454-1134	Report Sent To:

COMPLETE REPORT
 LIMITED REPORT
 SUPPLEMENTAL REPORT
 REINSPECTION REPORT

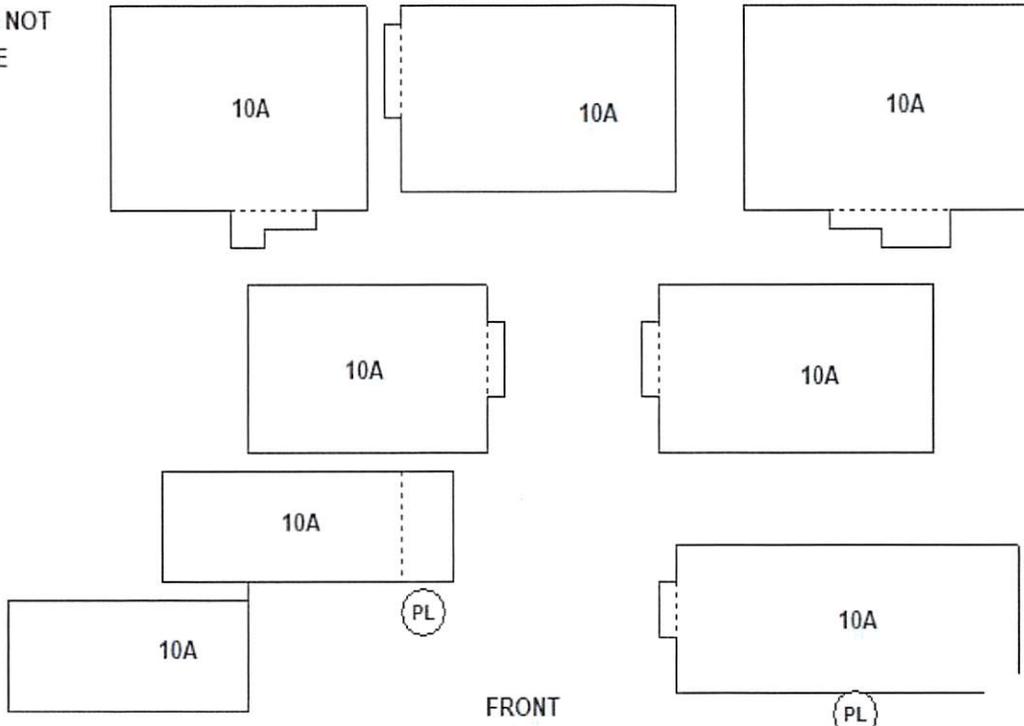
General Description: An elementary school consisting of one story wood sided manufactured school buildings on raised foundations with flat roofs	Inspection Tag Posted: Meter Box
	Other Tags Posted: None Noted

An inspection has been made to the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites
 Drywood Termites
 Fungus/Dryrot
 Other Findings
 Further Inspection

If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

DIAGRAM NOT TO SCALE



Inspected by Travis Stradley State License No. FR54886 Signature

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815.
 NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control board at (916) 561-8708, or (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (Rev. 04/2015)

1880	Smythe Avenue, San Ysidro CA 92173	10/13/2020	23234
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

WHAT IS A WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT? READ THIS DOCUMENT, IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT .

A Wood Destroying Pests and Organisms Inspection Report contains findings as to the presence of absence of evidence of Wood Destroying insects or organisms in visible and accessible areas on the date of the inspection and contains our recommendations for correcting any infestations, infections or conditions found. The contents of the Wood Destroying Pests and Organisms Inspection Report are governed by the Structural Pest Control Act and its rules and regulations.

This is a Wood Destroying Pests and Organisms Inspection Report. **THIS IS NOT A PEST CONTROL INSPECTION REPORT** and does not include common household pests such as ants, cockroaches, silverfish, beetles, fleas, moths, weevils, vermin, mice, rats, bats, etc. If you would like your property inspected for common household pests, please let us know and we will have one of our licensed general pest representatives inspect your property for an additional charge.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pests and Organisms Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of this company or its employees. **THIS IS NOT A HOME INSPECTION REPORT.**

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of the inspection. Some areas of the structure are not accessible to inspection, such as (*interior of hollow walls, spaces between floors or porch or decks and ceilings below, areas concealed by carpeting, appliances, furniture or cabinets, insulated attics or sub areas, attics, or sub areas with less than 12 inches of crawl space, areas where there is no access without defacing or tearing our lumber or painted areas, or areas covered by vegetation*). Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. We do not move carpets, furniture or appliances and windows are not opened during a routine inspection. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, gazebos, detached wood decks, wood retaining walls or wood walkways. Second story eaves are inspected from the ground level only. If you would like them inspected more closely, they may be inspected further at an additional charge.

PRE-1978 BUILDINGS: Thrasher Termite and Pest Control of So Cal, Inc., has been informed according to available records, that the structure(s) inspected, the subject(s) of this report was constructed in _____. If this is incorrect please notify us immediately. It is very important that we have accurate information on the date of construction to properly evaluate the needed repair procedures. The estimate and prices quoted are given with the assumption that lead paint is not present. If lead paint is discovered, the estimated prices quoted will be revised. Federal Environmental Protection Agency (EPA) regulations require that certain precautions be taken to protect you and your family from any lead-based paint dust, which might be disturbed during our work. Any contractor that disturbs painted surfaces in homes, childcare facilities and schools, which were built before 1978, must be certified by the EPA and follow specific work practices set forth by the EPA, to prevent lead contamination. If you have any questions about the regulations or if you plan to do any work yourself, you can contact the National Lead Information Center at **(800) 424-5323**. This notice is provided in compliance with California's Proposition 65. **(LEAD IS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS AND/OR OTHER REPRODUCTIVE HARM).**

1880	Smythe Avenue, San Ysidro CA 92173	10/13/2020	23234
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

If the structure inspected is a condominium/townhome type unit sharing common walls, foundations and/or attics with adjacent units, a limited inspection will be performed and limited report prepared for the interior and a separate limited report for the exterior. Adjacent units are not inspected and are not included in this report. No opinion is rendered, nor guarantee implied regarding the spreading of infections or infestations from other areas into the inspected unit. If infestations or infections are found in the condominium type unit, it is recommended that all attached and adjacent units be inspected for infestations or infections.

THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractors' State Licensed Board.

Slab floor construction has become more prevalent in recent years. Floor coverings may conceal cracks in the slab that will allow infestation or infection to enter. Infestations in walls may be concealed by plaster and/or paint so that a diligent inspection may not disclose the true condition of the property. These areas are not practical to inspection because of health hazards, damage to the structure or inconvenience. They were not inspected unless described in this report. We recommend further inspection if there is any question about the above noted areas.

This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such inaccessible areas or which may become visibly evident in such areas after the date of this report. Upon request, further inspection of these areas would be performed at an additional charge.

NOTICE: The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administrating such services that are in addition to the direct costs associated with paying the subcontractor. You may accept Thrasher Termite and Pest Control of So Cal, Inc.'s bid or you may contract directly with another registered company licensed to perform the work. If you chose to contract directly with another registered company,

Thrasher Termite and Pest Control of So Cal, Inc. will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform. Thrasher Termite and Pest Control of So Cal, Inc., is not licensed as a fumigator, but will sub-contract fumigations to registered fumigators licensed by the Structural Pest Control Board to perform fumigations. **YOUR FUMIGATION WILL BE SUB-CONTRACTED TO A LICENSED AND BONDED FUMIGATION COMPANY.** Per California PUC regulations ONLY UTILITY COMPANY PERSONNEL MAY SHUT OFF AND RESTORE GAS SERVICE. The utility company requires a minimum of seventy-two (72) hours advanced notice to shut off and restore gas service.

When fumigation is recommended, we assume no responsibility for damage to **SHRUBBERY, TREES, PLANTS, TV ANTENNAS or ROOFS.** An Occupant's Fumigation Notice will be provided to the owner of the subject property or his/her designated Agent which states, among other things what actions that are expected of the occupants including, but not limited to, ALL FOODS AND MEDICINES must be removed from the premises or placed in approved sealed plastic bags prior to fumigation. **THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC., and THE FUMIGATOR DO NOT PROVIDE ON-SITE SECURITY** and do not assume any responsibility in the case of vandalism, breaking or entering or theft. The possibility of burglary exists as it does any time you leave your home, therefore, we request that you remove your valuables from the property and provide for the security of your property.

1880	Smythe Avenue, San Ysidro CA 92173	10/13/2020	23234
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

In the event damage or infestation described herein is later found to extend further than anticipated, our bid will not include such repairs. A Supplemental Report will be prepared listing any additional repairs, treatment and additional costs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.

THIS COMPANY WILL REINSPECT REPAIRS DONE BY OTHERS WITHIN FOUR (4) MONTHS OF THE ORIGINAL INSPECTION. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

If inspection of a particular area is found to be inaccessible or limited in any way, such as excessive storage, moisture, insulation or construction, a further inspection will be recommended by this company and further inspection made when requested by the owner and after the area(s) are made accessible.

A LIMITED INSPECTION REPORT WILL NOT SATISFY AN ESCROW TRANSACTION OR PROVIDE A SECTION 1 OR SECTION 2 CERTIFICATION/CLEARANCE. TO CERTIFY/CLEAR A PROPERTY, WE MUST PERFORM A COMPLETE INSPECTION. The only exception is if the property is an attached home sharing common walls with others. If requested to an interior inspection only for a condominium/townhome, we will also do an exterior inspection of the unit and provide a second limited inspection report. By signing the Work Authorization Contract associated with this WDO Report, you acknowledge that you understand this statement. Please call our office if you have any questions or need further clarification, (619) 955-5121.

Newly painted surfaces or repairs in some instances can conceal evidence of damage. This company does not assume any responsibility for hidden defects if a structure has recently been painted or any repair work has been done deliberately or inadvertently that conceals adverse conditions or infections.

Should any party of interest desire further information pertaining to the condition of the plumbing or roof, we recommend the employment of a licensed contractor, as this is not within the scope of our license and we do not issue certifications/clearances in these areas.

LOCAL TREATMENT IS NOT INTENDED TO BE AN ENTIRE STRUCTURE TREATMENT METHOD. If infestations of Wood Destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated. Secondary Recommendations are below the standard of the Structural Pest Control Act as a primary whole structure treatment and will be performed at the owner's or owner's agents' request.

During the process of treatment or replacement, it may be necessary to drill holes through ceramic tiles or other floor coverings. These holes will be sealed with cement or other sealer. We assume no responsibility for cracks, chipping or other damage to floor coverings. We do not re-lay carpeting. Customer agrees to hold Thrasher Termite and Pest Control of So Cal, Inc., harmless for any damage which may occur to plant life, wiring, trees, pets, sprinkler systems, tile roofs, plumbing leaks or changes which may occur during the performance of the work. We assume no responsibility for damage to any plumbing, water, gas or electrical lines, during the process of pressure treatment of concrete slab areas or replacement of concrete or structural timbers.

Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below. Sunken or below grade showers, tubs or jacuzzis are not water tested due to their construction.

1880

Smythe Avenue, San Ysidro CA 92173

10/13/2020

23234

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

If during the course of, or after opening walls or previously concealed or inaccessible areas, further damage or infection or infestation is found, a Supplemental Report will be issued. Any work completed in these areas will be at the owner's direction and at an additional charge.

THIS COMPANY WARRANTIES ALL REPAIRS DONE BY THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC., for ONE (1) YEAR, from the date work for effectiveness of treatment and defects in materials and workmanship. This warranty does not cover conditions hidden by finished surfaces or that may develop in/or from inaccessible areas and/or after the date of inspection. LOCAL TREATMENTS ARE WARRANTIED for ONE (1) YEAR, and only to the area(s) treated, unless otherwise specified in the body of the report. ALL COMPLETE SUBTERRANEAN TERMITE TREATMENTS ARE WARRANTIED for TWO (2) YEARS, from the date of work completed and includes the entire structure. ALL FUMIGATIONS ARE WARRANTIED for THREE (3) YEARS, from the date of work completed and include the entire structure unless otherwise specified in the body of the report, excluding any consequential or subsequent damages. In warranting the repairs, treatment and fumigation, company will inspect the property and perform whatever corrective action it determines appropriate. No pests other than those described in this inspection report will be covered under warranty.

THIS COMPANY DOES NOT WARRANTY THE WORK COMPLETED BY OTHERS. If certification/clearance is required, then any work done by others must be certified by them.

NOTICE: Reports on this structure prepared by various registered companies should list the same findings, (i.e. termite infestations, termite damage, fungus damage, etc). However, recommendations to correct these findings may vary from company to company. You have the right to seek a second opinion from another company.

This Wood Destroying Pest and Organisms Report **DOES NOT INCLUDE MOLD, ASBESTOS OR ANY MOLD OR ASBESTOS LIKE CONDITIONS.** No reference will be made to mold, mold like conditions or asbestos. Mold is not a Wood Destroying Organism and is outside the scope of this report as is asbestos, defined by the Structural Pest Control Act. If you wish your property to be inspected for mold, mold like conditions or asbestos, please contact the appropriate professional.

There may be health related issues associated with the structural repairs reflected in the inspection report reference by this Work Authorization Contract. These issues may include, but are not limited to, the possible release of mold spores during the course of the repairs. We are not qualified to, and do not, render any opinions concerning such health issues or any special precautions. Any questions concerning health issues or special precautions to be taken prior to or during the course of such repairs, should be directed to the appropriate health care professional before any such repairs are undertaken

The following area(s) were/were not inspected as indicated:

	Yes	No
1. SUBSTRUCTURE AREA:	_____	_____
2. STALL SHOWER:	_____	_____
3. FOUNDATIONS:	_____	_____
4. PORCHES:	_____	_____
5. VENTILATION:	_____	_____
6. ABUTMENTS:	_____	_____
7. ATTIC SPACES:	_____	_____
8. GARAGES:	_____	_____
9. DECKS and PATIOS:	_____	_____
10. INTERIOR:	_____	_____
11. EXTERIOR:	_____	_____

1880	Smythe Avenue, San Ysidro CA 92173	10/13/2020	23234
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

THE TOTAL AMOUNT OF THE WORK AUTHORIZATION CONTRACT IS DUE AND PAYABLE UPON COMPLETION OF THE WORK DESCRIBED IN THE WORK AUTHORIZATION CONTRACT, unless otherwise agreed in writing. Only the work specified in the Wood Destroying Pests and Organisms Inspection Report will be done as the owner and/or agents request.

ANY WORK PERFORMED AGAINST AN EXISTING TITLE ESCROW WILL BE THE FINANCIAL RESPONSIBILITY OF THE PROPRERTY OWNER AND THE PARTY WHO ORDERED THE WDO INSPECTION REPORT, IN THE EVENT OF A CANCELLED TITLE ESCROW. In case of a late or non-payment by owner, or other responsible person, a service charge of 1.5% per month, 18% per annum, shall accrue on all balances payable over thirty (30) days late from the date due until payment is received.

I AGREE TO A \$250.00 CANCELLATION FEE FOR WORK CANCELLED ON THE DAY THAT WORK IS SCHEDULED, excluding rain or other acts of nature or if I am not properly prepared on or ready for treatment on the scheduled day of service.

AT LEAST ONE (1) SIGNED COPY OF THE WORK AUTHORIZATION CONTRACT MUST BE RETURNED TO THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC. BEFORE WORK CAN BE SCHEDULED. In the event of a cancellation or other breach of this Work Authorization Contract, or any of the provisions thereof, Thrasher Termite and Pest Control of So Cal, Inc., shall be entitled to recover from the party who cancels or breaches, in addition to any other relief provided by law, such costs and expenses as may be incurred including reasonable attorney's fees, court costs and other costs and expenses taxable or otherwise, reasonably necessary in preparing and seeking relief whether or not a lawsuit is filed.

This Wood Destroying Pests and Organisms Inspection Report, certification and warranty covers existing infestations or infections that are described in this report. Your property may qualify for an Annual Termite Service Plan from Thrasher Termite and Pest Control of So Cal, Inc., to cover future infestations. Please contact our office to determine your eligibility and for further details.

THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION 1 AND SECTION 2 CONDITIONS, WHICH ARE FOUND EVIDENT ON THE DATE OF INSPECTION.

SECTION 1 ITEMS CONTAIN: Evidence of active infestation, infection or conditions that have resulted in or from infestation or infection.

SECTION 2 ITEMS CONTAIN: Conditions deemed likely to lead to infestation or infection, but where no visible evidence of such was found.

FURTHER INSPECTION ITEMS ARE DEFINED AS: Recommendations to inspect area(s) which during the original inspection, did not all the inspector access to complete the inspection and cannot be defined as SECTION 1 or SECTION 2.

1880

Smythe Avenue, San Ysidro CA 92173

10/13/2020

23234

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

NOTE: THIS IS A LIMITED INSPECTION REPORT. This inspection is limited to the **INTERIOR** only. This inspection was performed at the request of the owner, **DANIEL CAMBEROS**. A further inspection of the entire structure is recommended, but was not performed at this time. When a complete inspection of the entire structure is performed, all accessible evidence of wood-destroying pests be removed or covered.

NOTE: A LIMITED INSPECTION REPORT WILL NOT SATISFY AN ESCROW TRANSACTION OR PROVIDE A SECTION 1 OR SECTION 2 CERTIFICATION. To certify a property we must perform a complete inspection. The only exception is if the property is an attached home sharing common walls with others. By signing the Work Authorization Contract associated with this WDO Report, you acknowledge that you understand this statement. Please call our office if you have any questions or need further clarification.

INTERIOR:

ITEM 10A FINDING: EVIDENCE OF DRYWOOD TERMITE ACTIVITY was noted at the **INTERIOR**. These infestations may extend into inaccessible areas.

RECOMMENDATION: FUMIGATE THE ENTIRE STRUCTURE and fumigate it with a registered termiticide for complete guaranteed eradication of drywood termite infestations. Note: Owner/Agent to prepare the structure according to the terms and conditions outlined in the Occupant's Fumigation Notice, to be furnished by Thrasher Termite. Remove and/or mask all accessible drywood termite pellets and/or swarmers as necessary.

***** This is a Section 1 Item *****

NOTE: The plant life surrounding the property will impede fumigation. **TRIM BACK ALL PLANTS TO CREATE AN 8"-12" SPACE BETWEEN THE STRUCTURE AND PLANT LIFE**, so the fumigators will be able to achieve a seal. Noted on diagram as **PL**. Any rocks, decorative bark or debris should be raked away from the structure.

NOTE: Drywood termite **FUMIGATION IS GUARANTEED** for **THREE (3) YEARS** from the date of completion and includes the entire structure.

In the performance of the above recommendation, we propose to use the chemical **Vikane** (Sulfuryl Flouride), along with the chemical **Chloropicrin**.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

THANK YOU FOR SELECTING THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC., TO PERFORM A WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT ON YOUR PROPERTY. Our inspections have determined that your property will benefit from the safe application of chemical(s) listed below commonly used for structural pest control. In accordance with the laws and regulations of the State of California, we are required to notify you and your occupants with the following information prior to any

1880	Smythe Avenue, San Ysidro CA 92173	10/13/2020	23234
<small>BUILDING NO.</small>	<small>STREET, CITY, STATE, ZIP</small>	<small>INSPECTION DATE</small>	<small>REPORT NO.</small>

"State law requires you be given the following information: **CAUTION - PESTICIDES ARE TOXIC CHEMICALS.** Structural Pest Control companies are registered and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency (EPA). Registration is granted when the State finds that based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

IF WITHIN 24 HOURS FOLLOWING APPLICATION YOU EXPERIENCE SYMPTOMS SIMILAR TO COMMON SEASONAL ILLNESS OR COMPARABLE TO THE FLU, contact Thrasher Termite and Pest Control of So Cal, Inc., at (619) 955-5121, your physician and/or the Poison Control Center (800) 876-4766.

FOR HEALTH QUESTIONS CONTACT: The County Health Department - (Orange (714) 834-3155, Riverside (951) 358-5000, San Bernadino (909) 387-2105 and **San Diego (858) 694-2888**). **FOR APPLICATION INFORMATION CONTACT:** The County Agricultural Commissioner - (Orange (714) 955-0100, Riverside (951) 955-3045, San Bernadino (909) 387-2105 and **San Diego (858) 694-8980**). **FOR REGULATORY INFORMATION CONTACT:** The Structural Pest Control Board - (916) 561-8700 or mail a letter to 2005 Evergreen Street, Suite #1500, Sacramento, California, 95815. Persons with respiratory or allergic conditions, or others who may be concerned about their health relative to this chemical treatment, should contact their physician concerning occupancy during and after chemical treatment prior to signing this notice.

THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC., WILL USE PESTICIDE CHEMICAL(S) SPECIFIED BELOW for the control of Wood

THE PEST(S) TO BE CONTROLLED ARE:

Subterranean Termites: ____ Drywood Termites: ____ Fungus/Dryrot: ____ Other: ____

The pesticide(s) to be used and the active ingredients are:

- _____ VIKANE - (Sulfuryl-Fluoride) used with CHLOROPICRIN - (Tear gas/warning agent)
- _____ BORA-CARE or BORATHOR - (Disodium Octaborate Tetrahydrate)
- _____ TERMIDOR - (Fipronil)
- _____ PREMISE - (Imidacloprid)
- _____ ALTRISSET - (Chlorantraniliprole)
- _____ OTHER - _____

I HAVE READ THIS WOOD DESTROYING PESTS & ORGANISMS INSPECTION REPORT AND AGREE TO ALL THE TERMS AND CONDITIONS THEREOF.

Accepted:

Date: _____

Owner / Occupant / Agent

Date: _____

Owner / Occupant / Agent



**Thrasher Termite & Pest Control
of So Cal, Inc.**
8957 Complex Drive
San Diego, CA 92123
Call/Text: 619-955-5121
Info@ThrasherPest.com
www.ThrasherPest.com

WORK AUTHORIZATION CONTRACT

Address of Property: 1880 Smythe Avenue, San Ysidro CA 92173
 Inspection Date: 10/13/2020
 Report #: 23234
 Title Co. & Escrow #:

SECTION 1	SECTION 2	FURTHER INSPECTION
10A \$ 7665.00 Fumigation 3 year warranty		

NOTE: The plant life surrounding the property will impede fumigation. TRIM BACK ALL PLANTS TO CREATE AN 8"-12" SPACE BETWEEN THE STRUCTURE AND PLANT LIFE, so the fumigators will be able to achieve a seal. Noted on diagram as PL. Any rocks, decorative bark or debris should be raked away from the structure.

We Authorized the Following Section 1 Items to be Performed.	We Authorized the Following Section 2 Items to be Performed.	We Authorized the Following Items for Further Inspection.
10A _____ _____ _____	_____ _____ _____	_____ _____ _____
Proposed Cost Section 1: <u> \$7,665.00 </u>	Proposed Cost Section 2: <u> \$0.00 </u> Total: <u> \$7,665.00 </u>	Proposed Cost Fur.Insp.: <u> \$0.00 </u>

UNDER THE CALIFORNIA MECHANIC'S LIEN LAW: Any structural pest control company who contracts to perform work for you, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full, if the subcontractor, laborers or suppliers remain unpaid.

By executing this Work Authorization Contract, customer acknowledges that he/she has been advised of the foregoing and has had the opportunity to consult with a qualified professional.

A LIEN WILL BE FILED ON THE PROPERTY SIXTY (60) DAYS AFTER THE NOTICE OF COMPLETION IS ISSUED, IF BILL IS UNPAID. THE LIEN WILL BE RELEASED UPON RECEIPT OF PAYMENT.

I have read this Work Authorization Contract and WDO inspection report it refers to.
A SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE ANY WORK WILL BE SCHEDULED.
 I have read and understand the terms of this Work Authorization Contract and hereby agree to all terms thereof.

APPROVED AND READ BY:	DATE	ACCEPTED FOR: THRASHER TERMITE & PEST	DATE
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**Thrasher Termite & Pest Control
of So Cal, Inc.**
8957 Complex Drive
San Diego, CA 92123
Call/Text: 619-955-5121
Info@ThrasherPest.com
www.ThrasherPest.com

WORK AUTHORIZATION CONTRACT

Address of Property: 1880 Smythe Avenue, San Ysidro CA 92173
Inspection Date: 10/13/2020
Report #: 23234
Title Co. & Escrow #:

IMPORTANT BILLING INFORMATION

THRASHER TERMITE & PEST CONTROL CANNOT SCHEDULE WORK ON ANY PROPERTY WITHOUT SECURING A MEANS OF PAYMENT. SPECIAL ORDERS FOR MATERIALS OR WORK EXCEEDING \$5,000.00, WILL REQUIRE A \$1,000 DEPOSIT.

HOMEOWNERS PAYING DIRECTLY: (Please choose one of the following options)

- I will provide a valid credit card number that can be billed for the entire amount of work scheduled, once the job has been completed
OR
 I will mail a pre-printed local check written for the entire amount of work to be completed – (To be mailed in prior to performing work).

FOR WORK THAT IS BILLED THROUGH ESCROW:

Thrasher requires the person scheduling the work shall provide A VALID CREDIT CARD NUMBER, EXPIRATION DATE and CVV CODE at the time the work is scheduled. We accept the following cards - (American Express, Discover, Mastercard or Visa).

Thrasher will hold the credit card information provided until such time as full payment is received from the seller/buyer or the escrow company. The credit card number will be destroyed immediately upon receipt of payment. A charge in the full amount will be placed on this credit card if payment is NOT RECEIVED from seller/buyer or the escrow company WITHIN FIVE (5) DAYS after escrow closes.

PLEASE FILL OUT THIS SECTION IN ITS ENTIRETY

Name on Credit Card: _____ Email Address: _____
Phone Number of Cardholder: (_____) _____ Billing Address Zip: _____
Card Number: _____ Exp: ____/____ CVV Code: _____

By signing this agreement, you are stating that you have read and fully understand this Important Billing Information form and authorize THRASHER TERMITE & PEST CONTROL of SO CAL, INC. to charge this credit card if payment is not received from the seller/buyer or the escrow company you provided to us within the allotted time.

Printed Name of Card Holder

Title: (Buyer, Seller, Owner, Agent, Property Manager)

Signature of Card Holder

Date

Agreement between Thrasher Termite &
Pest Control & San Ysidro School District
For Services at Smythe/CDC

ADDENDUM

INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
 Endorsement
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Coverage shall include
 waiver of subrogation endorsement in favor of San Ysidro School District.

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

INDEMNIFICATION:

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

Each of the parties signing this Addendum 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.//

THRASHER Termite & Pest Control

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO. 4350	STREET, CITY, STATE, ZIP Otay Mesa Rd, San Ysidro CA 92173	Date of Inspection 10/16/2020	No. of Pages 9
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Thrasher Termite & Pest Control of So Cal, Inc.
 8957 Complex Drive
 San Diego, CA 92123
 Call/Text: 619-955-5121
 Info@ThrasherPest.com
 www.ThrasherPest.com

Firm Registration No. PR 7462	Report No. 23278	Escrow No.
Ordered By: San Ysidro School District-Admin Bl 4350 Otay Mesa Rd San Ysidro, CA 92173 Attn: Paulo.Azevedo@SySDSchools.org 619-454-1134	Property Owner/Party of Interest San Ysidro School District-Admin Bl 4350 Otay Mesa Rd San Ysidro, CA 92173 Attn: Paulo.Azevedo@SySDSchools.org 619-454-1134	Report Sent To:

COMPLETE REPORT LIMITED REPORT SUPPLEMENTAL REPORT REINSPECTION REPORT

General Description: A multi-structure set of school administration buildings.

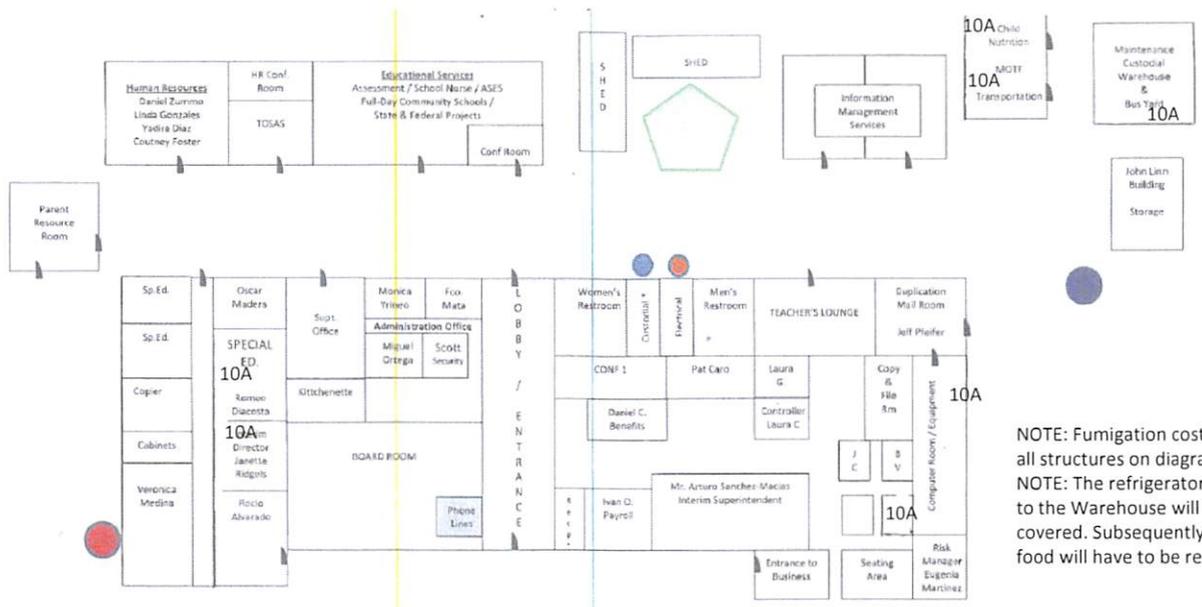
Inspection Tag Posted: Warehouse

Other Tags Posted: None noted

An inspection has been made to the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites Drywood Termites Fungus/Dryrot Other Findings Further Inspection

If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.



NOTE: Fumigation cost includes all structures on diagram.
 NOTE: The refrigerators attached to the Warehouse will be covered. Subsequently, all of the food will have to be removed.

Inspected by Mike Edelen State License No. FR 50822 Signature

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815.
 NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control board at (916) 561-8708, or (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (Rev. 04/2015)

4350

Otay Mesa Rd, San Ysidro CA 92173

10/16/2020

23278

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

WHAT IS A WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT? READ THIS DOCUMENT, IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT .

A Wood Destroying Pests and Organisms Inspection Report contains findings as to the presence of absence of evidence of Wood Destroying insects or organisms in visible and accessible areas on the date of the inspection and contains our recommendations for correcting any infestations, infections or conditions found. The contents of the Wood Destroying Pests and Organisms Inspection Report are governed by the Structural Pest Control Act and its rules and regulations.

This is a Wood Destroying Pests and Organisms Inspection Report. **THIS IS NOT A PEST CONTROL INSPECTION REPORT** and does not include common household pests such as ants, cockroaches, silverfish, beetles, fleas, moths, weevils, vermin, mice, rats, bats, etc. If you would like your property inspected for common household pests, please let us know and we will have one of our licensed general pest representatives inspect your property for an additional charge.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pests and Organisms Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of this company or its employees. **THIS IS NOT A HOME INSPECTION REPORT.**

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of the inspection. Some areas of the structure are not accessible to inspection, such as (*interior of hollow walls, spaces between floors or porch or decks and ceilings below, areas concealed by carpeting, appliances, furniture or cabinets, insulated attics or sub areas, attics, or sub areas with less than 12 inches of crawl space, areas where there is no access without defacing or tearing our lumber or painted areas, or areas covered by vegetation*). Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. We do not move carpets, furniture or appliances and windows are not opened during a routine inspection. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, gazebos, detached wood decks, wood retaining walls or wood walkways. Second story eaves are inspected from the ground level only. If you would like them inspected more closely, they may be inspected further at an additional charge.

PRE-1978 BUILDINGS: Thrasher Termite and Pest Control of So Cal, Inc., has been informed according to available records, that the structure(s) inspected, the subject(s) of this report was constructed in _____. If this is incorrect please notify us immediately. It is very important that we have accurate information on the date of construction to properly evaluate the needed repair procedures. The estimate and prices quoted are given with the assumption that lead paint is not present. If lead paint is discovered, the estimated prices quoted will be revised. Federal Environmental Protection Agency (EPA) regulations require that certain precautions be taken to protect you and your family from any lead-based paint dust, which might be disturbed during our work. Any contractor that disturbs painted surfaces in homes, childcare facilities and schools, which were built before 1978, must be certified by the EPA and follow specific work practices set forth by the EPA, to prevent lead contamination. If you have any questions about the regulations or if you plan to do any work yourself, you can contact the National Lead Information Center at **(800) 424-5323**. This notice is provided in compliance with California's Proposition 65. **(LEAD IS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS AND/OR OTHER REPRODUCTIVE HARM).**

4350	Otay Mesa Rd, San Ysidro CA 92173	10/16/2020	23278
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

If the structure inspected is a condominium/townhome type unit sharing common walls, foundations and/or attics with adjacent units, a limited inspection will be performed and limited report prepared for the interior and a separate limited report for the exterior. Adjacent units are not inspected and are not included in this report. No opinion is rendered, nor guarantee implied regarding the spreading of infections or infestations from other areas into the inspected unit. If infestations or infections are found in the condominium type unit, it is recommended that all attached and adjacent units be inspected for infestations or infections.

THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractors' State Licensed Board.

Slab floor construction has become more prevalent in recent years. Floor coverings may conceal cracks in the slab that will allow infestation or infection to enter. Infestations in walls may be concealed by plaster and/or paint so that a diligent inspection may not disclose the true condition of the property. These areas are not practical to inspection because of health hazards, damage to the structure or inconvenience. They were not inspected unless described in this report. We recommend further inspection if there is any question about the above noted areas.

This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such inaccessible areas or which may become visibly evident in such areas after the date of this report. Upon request, further inspection of these areas would be performed at an additional charge.

NOTICE: The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administrating such services that are in addition to the direct costs associated with paying the subcontractor. You may accept Thrasher Termite and Pest Control of So Cal, Inc.'s bid or you may contract directly with another registered company licensed to perform the work. If you chose to contract directly with another registered company,

Thrasher Termite and Pest Control of So Cal, Inc. will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform. Thrasher Termite and Pest Control of So Cal, Inc., is not licensed as a fumigator, but will sub-contract fumigations to registered fumigators licensed by the Structural Pest Control Board to perform fumigations. **YOUR FUMIGATION WILL BE SUB-CONTRACTED TO A LICENSED AND BONDED FUMIGATION COMPANY.** Per California PUC regulations ONLY UTILITY COMPANY PERSONNEL MAY SHUT OFF AND RESTORE GAS SERVICE. The utility company requires a minimum of seventy-two (72) hours advanced notice to shut off and restore gas service.

When fumigation is recommended, we assume no responsibility for damage to **SHRUBBERY, TREES, PLANTS, TV ANTENNAS or ROOFS**. An Occupant's Fumigation Notice will be provided to the owner of the subject property or his/her designated Agent which states, among other things what actions that are expected of the occupants including, but not limited to, ALL FOODS AND MEDICINES must be removed from the premises or placed in approved sealed plastic bags prior to fumigation. **THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC., and THE FUMIGATOR DO NOT PROVIDE ON-SITE SECURITY** and do not assume any responsibility in the case of vandalism, breaking or entering or theft. The possibility of burglary exists as it does any time you leave your home, therefore, we request that you remove your valuables from the property and provide for the security of your property.

4350	Otay Mesa Rd, San Ysidro CA 92173	10/16/2020	23278
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

In the event damage or infestation described herein is later found to extend further than anticipated, our bid will not include such repairs. A Supplemental Report will be prepared listing any additional repairs, treatment and additional costs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.

THIS COMPANY WILL REINSPECT REPAIRS DONE BY OTHERS WITHIN FOUR (4) MONTHS OF THE ORIGINAL INSPECTION. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

If inspection of a particular area is found to be inaccessible or limited in any way, such as excessive storage, moisture, insulation or construction, a further inspection will be recommended by this company and further inspection made when requested by the owner and after the area(s) are made accessible.

A LIMITED INSPECTION REPORT WILL NOT SATISFY AN ESCROW TRANSACTION OR PROVIDE A SECTION 1 OR SECTION 2 CERTIFICATION/CLEARANCE. TO CERTIFY/CLEAR A PROPERTY, WE MUST PERFORM A COMPLETE INSPECTION. The only exception is if the property is an attached home sharing common walls with others. If requested to an interior inspection only for a condominium/townhome, we will also do an exterior inspection of the unit and provide a second limited inspection report. By signing the Work Authorization Contract associated with this WDO Report, you acknowledge that you understand this statement. Please call our office if you have any questions or need further clarification, (619) 955-5121.

Newly painted surfaces or repairs in some instances can conceal evidence of damage. This company does not assume any responsibility for hidden defects if a structure has recently been painted or any repair work has been done deliberately or inadvertently that conceals adverse conditions or infections.

Should any party of interest desire further information pertaining to the condition of the plumbing or roof, we recommend the employment of a licensed contractor, as this is not within the scope of our license and we do not issue certifications/clearances in these areas.

LOCAL TREATMENT IS NOT INTENDED TO BE AN ENTIRE STRUCTURE TREATMENT METHOD. If infestations of Wood Destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated. Secondary Recommendations are below the standard of the Structural Pest Control Act as a primary whole structure treatment and will be performed at the owner's or owner's agents' request.

During the process of treatment or replacement, it may be necessary to drill holes through ceramic tiles or other floor coverings. These holes will be sealed with cement or other sealer. We assume no responsibility for cracks, chipping or other damage to floor coverings. We do not re-lay carpeting. Customer agrees to hold Thrasher Termite and Pest Control of So Cal, Inc., harmless for any damage which may occur to plant life, wiring, trees, pets, sprinkler systems, tile roofs, plumbing leaks or changes which may occur during the performance of the work. We assume no responsibility for damage to any plumbing, water, gas or electrical lines, during the process of pressure treatment of concrete slab areas or replacement of concrete or structural timbers.

Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below. Sunken or below grade showers, tubs or jacuzzis are not water tested due to their construction.

4350	Otay Mesa Rd, San Ysidro CA 92173	10/16/2020	23278
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

If during the course of, or after opening walls or previously concealed or inaccessible areas, further damage or infection or infestation is found, a Supplemental Report will be issued. Any work completed in these areas will be at the owner's direction and at an additional charge.

THIS COMPANY WARRANTIES ALL REPAIRS DONE BY THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC., for ONE (1) YEAR, from the date work for effectiveness of treatment and defects in materials and workmanship. This warranty does not cover conditions hidden by finished surfaces or that may develop in/or from inaccessible areas and/or after the date of inspection. LOCAL TREATMENTS ARE WARRANTIED for ONE (1) YEAR, and only to the area(s) treated, unless otherwise specified in the body of the report. ALL COMPLETE SUBTERRANEAN TERMITE TREATMENTS ARE WARRANTIED for TWO (2) YEARS, from the date of work completed and includes the entire structure. ALL FUMIGATIONS ARE WARRANTIED for THREE (3) YEARS, from the date of work completed and include the entire structure unless otherwise specified in the body of the report, excluding any consequential or subsequent damages. In warranting the repairs, treatment and fumigation, company will inspect the property and perform whatever corrective action it determines appropriate. No pests other than those described in this inspection report will be covered under warranty.

THIS COMPANY DOES NOT WARRANTY THE WORK COMPLETED BY OTHERS. If certification/clearance is required, then any work done by others must be certified by them.

NOTICE: Reports on this structure prepared by various registered companies should list the same findings, (i.e. termite infestations, termite damage, fungus damage, etc). However, recommendations to correct these findings may vary from company to company. You have the right to seek a second opinion from another company.

This Wood Destroying Pest and Organisms Report **DOES NOT INCLUDE MOLD, ASBESTOS OR ANY MOLD OR ASBESTOS LIKE CONDITIONS.** No reference will be made to mold, mold like conditions or asbestos. Mold is not a Wood Destroying Organism and is outside the scope of this report as is asbestos, defined by the Structural Pest Control Act. If you wish your property to be inspected for mold, mold like conditions or asbestos, please contact the appropriate professional.

There may be health related issues associated with the structural repairs reflected in the inspection report reference by this Work Authorization Contract. These issues may include, but are not limited to, the possible release of mold spores during the course of the repairs. We are not qualified to, and do not, render any opinions concerning such health issues or any special precautions. Any questions concerning health issues or special precautions to be taken prior to or during the course of such repairs, should be directed to the appropriate health care professional before any such repairs are undertaken

The following area(s) were/were not inspected as indicated:

	Yes	No
1. SUBSTRUCTURE AREA:	_____	N/A
2. STALL SHOWER:	_____	X
3. FOUNDATIONS:	_____	X
4. PORCHES:	_____	X
5. VENTILATION:	_____	X
6. ABUTMENTS:	_____	X
7. ATTIC SPACES:	_____	X
8. GARAGES:	_____	X
9. DECKS and PATIOS:	_____	X
10. INTERIOR:	X	_____
11. EXTERIOR:	X	_____

4350	Otay Mesa Rd, San Ysidro CA 92173	10/16/2020	23278
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

THE TOTAL AMOUNT OF THE WORK AUTHORIZATION CONTRACT IS DUE AND PAYABLE UPON COMPLETION OF THE WORK DESCRIBED IN THE WORK AUTHORIZATION CONTRACT, unless otherwise agreed in writing. Only the work specified in the Wood Destroying Pests and Organisms Inspection Report will be done as the owner and/or agents request.

ANY WORK PERFORMED AGAINST AN EXISTING TITLE ESCROW WILL BE THE FINANCIAL RESPONSIBILITY OF THE PROPRERTY OWNER AND THE PARTY WHO ORDERED THE WDO INSPECTION REPORT, IN THE EVENT OF A CANCELLED TITLE ESCROW. In case of a late or non-payment by owner, or other responsible person, a service charge of 1.5% per month, 18% per annum, shall accrue on all balances payable over thirty (30) days late from the date due until payment is received.

I AGREE TO A \$250.00 CANCELLATION FEE FOR WORK CANCELLED ON THE DAY THAT WORK IS SCHEDULED, excluding rain or other acts of nature or if I am not properly prepared on or ready for treatment on the scheduled day of service.

AT LEAST ONE (1) SIGNED COPY OF THE WORK AUTHORIZATION CONTRACT MUST BE RETURNED TO THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC. BEFORE WORK CAN BE SCHEDULED. In the event of a cancellation or other breach of this Work Authorization Contract, or any of the provisions thereof, Thrasher Termite and Pest Control of So Cal, Inc., shall be entitled to recover from the party who cancels or breaches, in addition to any other relief provided by law, such costs and expenses as may be incurred including reasonable attorney's fees, court costs and other costs and expenses taxable or otherwise, reasonably necessary in preparing and seeking relief whether or not a lawsuit is filed.

This Wood Destroying Pests and Organisms Inspection Report, certification and warranty covers existing infestations or infections that are described in this report. Your property may qualify for an Annual Termite Service Plan from Thrasher Termite and Pest Control of So Cal, Inc., to cover future infestations. Please contact our office to determine your eligibility and for further details.

THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION 1 AND SECTION 2 CONDITIONS, WHICH ARE FOUND EVIDENT ON THE DATE OF INSPECTION.

SECTION 1 ITEMS CONTAIN: Evidence of active infestation, infection or conditions that have resulted in or from infestation or infection.

SECTION 2 ITEMS CONTAIN: Conditions deemed likely to lead to infestation or infection, but where no visible evidence of such was found.

FURTHER INSPECTION ITEMS ARE DEFINED AS: Recommendations to inspect area(s) which during the original inspection, did not all the inspector access to complete the inspection and cannot be defined as SECTION 1 or SECTION 2.

4350	Otay Mesa Rd, San Ysidro CA 92173	10/16/2020	23278
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

NOTE: THIS IS A LIMITED INSPECTION REPORT. This inspection is limited to the Special ed room(s), transportation / nutrition, warehouse, computer room/equipment, and adjacent room. This inspection was performed at the request of the owner, **San Ysidro School District**. A further inspection of the entire structure is recommended, but was not performed at this time. When a complete inspection of the entire structure is performed, all accessible evidence of wood-destroying pests be removed or covered.

NOTE: A LIMITED INSPECTION REPORT WILL NOT SATISFY AN ESCROW TRANSACTION OR PROVIDE A SECTION 1 OR SECTION 2 CERTIFICATION. To certify a property we must perform a complete inspection. The only exception is if the property is an attached home sharing common walls with others. By signing the Work Authorization Contract associated with this WDO Report, you acknowledge that you understand this statement. Please call our office if you have any questions or need f

INTERIOR:

ITEM 10A

FINDING: EVIDENCE OF DRYWOOD TERMITE ACTIVITY was noted at the **ROOF FRAMING (JOISTS & SHEATHING) AT THE BUSINESS SERVICES OFFICES, SPECIAL ED OFFICES, SERVER ROOM, TRANSPORTATION OFFICES, & WAREHOUSE.** These infestations may extend into inaccessible areas.

RECOMMENDATION: FUMIGATE THE ENTIRE STRUCTURE and fumigate it with a registered termiticide for complete guaranteed eradication of drywood termite infestations. **Note:** Owner/Agent to prepare the structure according to the terms and conditions outlined in the Occupant's Fumigation Notice, to be furnished by Thrasher Termite. Remove and/or mask all accessible drywood termite pellets and/or swarmers as necessary.

***** This is a Section 1 Item *****

NOTE: Drywood termite **FUMIGATION IS GUARANTEED** for **THREE (3) YEARS** from the date of completion and includes the entire structure.

In the performance of the above recommendation, we propose to use the chemical **Vikane** (Sulfuryl Flouride), along with the chemical **Chloropicrin**.

NOTE: Our company can hold multiple meetings with management, etc to review the fumigation process.

NOTE: We require **ALL KEYS TO ALL BUILDINGS** to allow the fumigation crew access to the interior of each building to ensure that the interior is properly prepared.

NOTE: ONE-SITE SECURITY IS NOT PROVIDED WITH THE FUMIGATION SERVICE. We highly recommend a security company be employed for the fumigation process.

4350	Otay Mesa Rd, San Ysidro CA 92173	10/16/2020	23278
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

INTERIOR:

NOTE: ALL CARS, STORAGE CABINETS, INTERIOR SAFES, CLOSETS and all other locked areas must be accessible for the crew to inspect and verify that there are no people, pets or food in these areas, per the fumigant label. **ALL CARS SHOULD BE REMOVED FROM THE PARKING GARAGE and/or GARAGE.** If they are not removed **IT IS MANDATORY** that the **TRUNK, GLOVE BOX, CENTER CONSOLE, ETC. MUST BE LEFT OPEN FOR INSPECTION.** The windows should be cracked to allow for proper ventilation.

NOTE: We can meet with the buildings landscaper prior to the fumigation, to ensure the landscaping is prepped accordingly in order to minimize damage.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

THANK YOU FOR SELECTING THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC., TO PERFORM A WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT ON YOUR PROPERTY. Our inspections have determined that your property will benefit from the safe application of chemical(s) listed below commonly used for structural pest control. In accordance with the laws and regulations of the State of California, we are required to notify you and your occupants with the following information prior to any

"State law requires you be given the following information: **CAUTION - PESTICIDES ARE TOXIC CHEMICALS.** Structural Pest Control companies are registered and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency (EPA). Registration is granted when the State finds that based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

IF WITHIN 24 HOURS FOLLOWING APPLICATION YOU EXPERIENCE SYMPTOMS SIMILAR TO COMMON SEASONAL ILLNESS OR COMPARABLE TO THE FLU, contact Thrasher Termite and Pest Control of So Cal, Inc., at (619) 955-5121, your physician and/or the Poison Control Center (800) 876-4766.

FOR HEALTH QUESTIONS CONTACT: The County Health Department - (Orange (714) 834-3155, Riverside (951) 358-5000, San Bernadino (909) 387-2105 and **San Diego (858) 694-2888**). **FOR APPLICATION INFORMATION CONTACT:** The County Agricultural Commissioner - (Orange (714) 955-0100, Riverside (951) 955-3045, San Bernadino (909) 387-2105 and **San Diego (858) 694-8980**). **FOR REGULATORY INFORMATION CONTACT:** The Structural Pest Control Board - (916) 561-8700 or mail a letter to 2005 Evergreen Street, Suite #1500, Sacramento, California, 95815. Persons with respiratory or allergic conditions, or others who may be concerned about their health relative to this chemical treatment, should contact their physician concerning occupancy during and after chemical treatment prior to signing this notice.

THRASHER TERMITE AND PEST CONTROL OF SO CAL, INC., WILL USE PESTICIDE CHEMICAL(S) SPECIFIED BELOW for the control of Wood

4350	Otay Mesa Rd, San Ysidro CA 92173	10/16/2020	23278
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

THE PEST(S) TO BE CONTROLLED ARE:

Subterranean Termites: ____ Drywood Termites: Fungus/Dryrot: ____ Other: ____

The pesticide(s) to be used and the active ingredients are:

- VIKANE - (Sulfuryl-Fluoride) used with CHLOROPICRIN - (Tear gas/warning agent)
- ____ BORA-CARE or BORATHOR - (Disodium Octaborate Tetrahydrate)
- ____ TERMIDOR - (Fipronil)
- ____ PREMISE - (Imidacloprid)
- ____ ALTRISSET - (Chlorantraniliprole)
- ____ OTHER - _____

I HAVE READ THIS WOOD DESTROYING PESTS & ORGANISMS INSPECTION REPORT AND AGREE TO ALL THE TERMS AND CONDITIONS THEREOF.

Accepted: San Ysidro School District

Date: _____

Owner / Occupant / Agent Marilyn Adrianzen, CBO

Date: _____

Owner / Occupant / Agent



**Thrasher Termite & Pest Control
of So Cal, Inc.**
8957 Complex Drive
San Diego, CA 92123
Call/Text: 619-955-5121
Info@ThrasherPest.com
www.ThrasherPest.com

WORK AUTHORIZATION CONTRACT

Address of Property: 4350 Otay Mesa Rd, San Ysidro CA 92173
 Inspection Date: 10/16/2020
 Report #: 23278
 Title Co. & Escrow #:

SECTION 1	SECTION 2	FURTHER INSPECTION
10A \$20385.00 Fumigation-3 Year Warranty		

NOTE: All structures on the diagram will be fumigated. Upon request we can omit buildings.
 NOTE: Due to the shared conduits if fumigations are not performed on all structures, the non-tented structures will not be accessible for the duration of the fumigation

We Authorized the Following Section 1 Items to be Performed.	We Authorized the Following Section 2 Items to be Performed.	We Authorized the Following Items for Further Inspection.
10A _____ _____ _____	_____ _____ _____	_____ _____ _____
Proposed Cost Section 1: <u> \$20,385.00 </u>	Proposed Cost Section 2: <u> \$0.00 </u>	Proposed Cost Fur.Insp.: <u> \$0.00 </u>
	Total: <u> \$20,385.00 </u>	

UNDER THE CALIFORNIA MECHANIC'S LIEN LAW: Any structural pest control company who contracts to perform work for you, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full, if the subcontractor, laborers or suppliers remain unpaid.

By executing this Work Authorization Contract, customer acknowledges that he/she has been advised of the foregoing and has had the opportunity to consult with a qualified professional.

A LIEN WILL BE FILED ON THE PROPERTY SIXTY (60) DAYS AFTER THE NOTICE OF COMPLETION IS ISSUED, IF BILL IS UNPAID. THE LIEN WILL BE RELEASED UPON RECEIPT OF PAYMENT.

I have read this Work Authorization Contract and WDO inspection report it refers to.
A SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE ANY WORK WILL BE SCHEDULED.
 I have read and understand the terms of this Work Authorization Contract and hereby agree to all terms thereof.

<u> Marilyn Adrianzen, CBO </u>		
APPROVED AND READ BY:	DATE	ACCEPTED FOR: THRASHER TERMITE & PEST
		DATE



**Thrasher Termite & Pest Control
of So Cal, Inc.**
8957 Complex Drive
San Diego, CA 92123
Call/Text: 619-955-5121
Info@ThrasherPest.com
www.ThrasherPest.com

WORK AUTHORIZATION CONTRACT

Address of Property: 4350 Otay Mesa Rd, San Ysidro CA 92173
 Inspection Date: 10/16/2020
 Report #: 23278
 Title Co. & Escrow #:

IMPORTANT BILLING INFORMATION

THRASHER TERMITE & PEST CONTROL CANNOT SCHEDULE WORK ON ANY PROPERTY WITHOUT SECURING A MEANS OF PAYMENT. SPECIAL ORDERS FOR MATERIALS OR WORK EXCEEDING \$5,000.00, WILL REQUIRE A ~~\$1,000 DEPOSIT~~.

HOMEOWNERS PAYING DIRECTLY: (Please choose one of the following options)

- I will provide a valid credit card number that can be billed for the entire amount of work scheduled, once the job has been completed
OR
 I will mail a pre-printed local check written for the entire amount of work to be completed – (To be mailed in prior to performing work).

FOR WORK THAT IS BILLED THROUGH ESCROW:

Thrasher requires the person scheduling the work shall provide A VALID CREDIT CARD NUMBER, EXPIRATION DATE and CVV CODE at the time the work is scheduled. We accept the following cards - (American Express, Discover, Mastercard or Visa).

Thrasher will hold the credit card information provided until such time as full payment is received from the seller/buyer or the escrow company. The credit card number will be destroyed immediately upon receipt of payment. A charge in the full amount will be placed on this credit card if payment is NOT RECEIVED from seller/buyer or the escrow company WITHIN FIVE (5) DAYS after escrow closes.

PLEASE FILL OUT THIS SECTION IN ITS ENTIRETY

Name on Credit Card: N/A Purchase Order Email Address: _____
 Phone Number of Cardholder: (____) _____ Billing Address Zip: _____
 Card Number: _____ Exp: ____/____ CVV Code: _____

By signing this agreement, you are stating that you have read and fully understand this Important Billing Information form and authorize THRASHER TERMITE & PEST CONTROL of SO CAL, INC. to charge this credit card if payment is not received from the seller/buyer or the escrow company you provided to us within the allotted time.

Marilyn Adrianzen

Printed Name ~~XXXXXXXXXX~~

Signature ~~XXXXXXXXXX~~

Board approved/ratified: _____

Chief Business Official

Title: (Buyer, Seller, Owner, Agent, Property Manager)

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

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

Informational
 Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE FLEETWASH, INC. AGREEMENT - REVISED

BACKGROUND INFORMATION:

Fleetwash Inc. provides low-cost washing of vehicles and uses a special water recovery system that complies with environmental regulations. Fleetwash comes to a designated facility with their mobile wash system. They bring all materials, supplies and equipment needed to wash the District's vehicles used to transport students.

Amendment No. 1 is to extend the term of the agreement to 2020-21. The rates are:

- Buses: \$15.29 each
- Vans/Cars: \$13.10 each
- Minimum Charge of \$103.74

All other terms and conditions will remain the same.

RECOMMENDATION:

Approve/Ratify the revised amendment to the Fleetwash, Inc. Agreement to provide washing of transportation vehicles during school year 2020-21 at an estimated annual cost of \$3,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

ESTIMATED
\$3,000.00
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

AMENDMENT NO. 1

FLEETWASH INC.

EXHIBIT A

SCOPE OF SERVICES & FEE SCHEDULE

Fleetwash provides low-cost washing of vehicles and uses a special water recovery system that complies with environmental regulations. Fleetwash will come to a designated facility with their mobile wash system. They will provide all materials, supplies and equipment needed to wash the District's school buses used to transport students.

Fleetwash fees:

- Buses: \$15.29
- Vans/Cars: \$13.10
- Minimum Charge of \$103.74

The term of the agreement is extended to FY 2020-21 (July 1, 2020 to June 30, 2021). All other terms and conditions on original agreement dated September 18, 2019 remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below.

COMPANY/VENDOR

DISTRICT

FLEETWASH, INC.

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

/

/ Board Approved:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
La Mirada Elementary
Laura English, Principal

Informational
 Action

AGENDA ITEM: LICENSE AGREEMENT WITH ACHIEVE3000 FOR ACHIEVE3000 MATH
AT LA MIRADA ELEMENTARY

BACKGROUND INFORMATION:

Achieve3000 Math™ offers a powerful experience to support math fluency and skills mastery. Similar to Achieve3000 Literacy™, the solution delivers differentiated practice and intervention that closes knowledge gaps and builds confidence for all students, grades K to 12.

In addition, using Achieve3000 Math™'s benchmark assessments, educators can determine what concepts each student is ready to learn. Real-time reporting manages student completion skills, tracks skill-based performance, and identifies skill gaps saving teachers hours from diagnostic implementation and analysis.

The Principal at La Mirada Elementary would like to enter into a license agreement with Achieve3000 for Achieve3000 Math™ program and benefit students in grades 4th – 6th during distance learning.

RECOMMENDATION:

Approve/Ratify the license agreement with Achieve3000 to implement the Achieve3000 Math™ program at La Mirada Elementary during the 2020-21 school year at the cost of \$2,630.00 from the CARES Act Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Action 1.19: Continue to provide supplemental programs and resources (i.e. Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

000006155

\$2,630.00

(Amount)

CARES Act Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Achieve3000

Quote ID: Q-43157
Contract Period: 08/10/2020 - 06/30/2021

Quote Date: 08/10/2020
Valid Until: 09/09/2020

Client Information

Account Name	
La Mirada Elementary	
Address	Client
222 Avenida De La Madrid San Ysidro, CA 92173 Phone: (619)428-4424	Laura Alma English Email: alma.english@sysdschools.org Phone: (619)428-4424

Achieve3000 looks forward to partnering with you to accelerate your students' literacy growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

Product	Cost	Qty	Total
Achieve3000's Math product. – 140 Students (MATH)	\$3,470.00	1	\$3,470.00
Online Professional Learning Services (Math): (1) 90-Minute Virtual Classroom Session for up to 25 attendees (MATH-PDL)			
Subtotal			\$3,470.00
Discount – Achieve3000 Partnership Discount			(\$840.00)
Order Total			\$2,630.00

See Next Page for Quote Acceptance

Achieve3000

Acceptance for Quote ID Q-43157: \$2,630.00

La Mirada Elementary

Achieve3000

Account Name

Laura Englin

Signature

Principal

Name / Title

September 2, 2020

Date

[Signature]

Signature

Regional Director

Name / Title

10/22/2020

Date

The Complete Signed Quote and Purchase Orders can be sent to:

Achieve3000
331 Newman Springs Road
Suite 304
Red Bank, NJ 07701

Fax: (316) 221-0718

Email: orders@achieve3000.com

This quote is governed by and subject to the Achieve3000 terms and conditions at <https://achieve3000.com/about/terms-of-service/>. By signing this quote, you are agreeing to such terms and conditions.

About Achieve3000®

At Achieve3000, we believe literacy is the key to unlocking student success. Since 2001, we have partnered with schools and districts to accelerate literacy growth for all students with our flagship platform, Achieve3000 Literacy, that empowers educators to effectively and efficiently differentiate instruction. We also offer Smarty Ants for personalized foundational literacy, and Actively Learn for secondary curriculum depth. New in 2020 we are offering Achieve3000 Math, an individualized, research-based math solution to help students practice and master the standards. Together, our solutions help all preschool through adult learners reach their full potential.

Discover all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

Smarty Ants® · LevelSet® · Achieve3000 Literacy · Actively Learn

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

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

Informational
 Action

AGENDA ITEM: SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM-(SDQPI)
2020-2021– AMENDMENT NO. 1

BACKGROUND INFORMATION:

The San Diego Quality Preschool Initiative (SDQPI) Program from San Diego County Office of Education (SDCOE) has amended their County Agreement No. 20210390 for fiscal year 2020-21 with the San Ysidro School District due to receiving a Tier 5 from California Quality Rating and Improvement System (QRIS) for having a high quality preschool program.

SDCOE will provide an increase to funding to agencies operating a Tier 4 or Tier 5 California Department of Education (CDE) funded California State Preschool Program (CSPP) contract, in accordance to the CSPP Quality Block Grant, contingent on the contractors' CSPP sites' continuing SDQPI participation.

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the San Diego Quality Preschool Initiative Program Agreement No. 20210390 for fiscal year 2020-21 which increases the California State Preschool Program (CSPP) Quality Block Grant to \$77,646.11.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

REVENUE \$77,646.11 (Amount)

Preschool & Child Development SDQPI CSPP Quality Block Grant (Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**AMENDMENT #1 TO AGREEMENT
No. 20210390**

This Amendment to Agreement No. 20210390 ("**Amendment**") is dated as of October 16, 2020 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**Provider**"). County and Provider may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

- A. County and Provider are parties to County Agreement No. 20210390 dated July 2, 2020. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".
- B. The Parties wish to amend the Agreement as stated below.
- C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- Amend item 4. Compensation and Reimbursement to read as follows:
SDCOE will provide funding to agencies operating a California Department of Education (CDE) funded California State Preschool Program (CSPP) CSPP contract, in accordance to the CSPP Quality Block Grant, contingent on the contractors' CSPP sites' continuing SDQPI participation.

The SDCOE will compensate Provider a total of SEVENTY-SEVEN THOUSAND, SIX HUNDRED FORTY-SIX AND 11/100 DOLLARS (\$77,646.11). SDCOE will notify Provider when funds are received from CDE. Provider shall invoice for the full amount after that date, and no later than April 15, 2021. All payments are made based upon a net 60 basis from receipt and approval of submitted invoice. All sums received by Provider shall not exceed the amount allocated.

Exhibit "E", CSPP Quality Site Block Grant Fiscal Requirements and related attachments shall be incorporated by reference to the Agreement by and through this amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

**SAN YSIDRO SCHOOL
DISTRICT**

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Marilyn Adrianzen

Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business
Officer

Chief Business Official

Title

Title

Date

Date

Board approved: _____

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For SDQPI Provider Services
Exhibit “E”: CSPP Quality Site Block Grant Fiscal Requirements**

1. CSPP Quality Site Block Grant

The 2020-21 CSPP Quality Site Block Grant extends from July 1, 2020 through June 30, 2021. Funding is contingent on the site continuing to participate during the 2020-21 school year. The Quality Site Block Grant amount for FY 2020-21 has been determined based on child days of enrollment (cde’s) your agency earned in FY 2018-19, and the percent of CSPP sites with a valid QCC rating of 4 or 5 as of June 30, 2020. Your funding calculation is attached as **Exhibit “E” – Attachment 1**.

2. Invoicing Requirements

Agencies shall submit a single invoice for payment of funds. SDCOE will notify provider when funds are received from the California Department of Education (CDE). Provider shall invoice for the full amount after that date and no later than April 15, 2021. Provider shall submit an invoice via email to the SDCOE Budget Technician.

3. Reporting Requirements

Agencies shall submit an expenditure report with a summary of expenses on the template included in **Exhibit “E”– Attachment 2**, unless a different reporting method is required by CDE. Provider will be notified in advance of the due date, once SDCOE receives notification from CDE.

Provider is responsible for completing budget reporting requirements to SDCOE and/or CDE as determined by CDE.

Funds may be used for improvements at the site as determined by CDE Fiscal Services guidance documents. For additional guidance on fiscal reporting requirements, please refer to the *Child Development Attendance & Fiscal Reporting & Reimbursement Procedures* document also known as “Greenbook” on CDE’s website and California Department of Education Annual Year-End Reporting reminders for Executive Directors of Child Care and Development Programs.

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For SDQPI Provider Services**

**Exhibit “E”: CSPP Quality Site Block Grant
Fiscal Requirements
Attachment 1: 2020-21 CSPP Quality Site Block Grant**

— SAN DIEGO —
QUALITY
 PRESCHOOL INITIATIVE

2020-21 CSPP Quality Site Block Grant for San Ysidro School District

Based on the number of child days of enrollment (cde's) your agency earned in FY 2018-19, and the percent of CSPP sites with a valid QCC rating of 4 or 5 as of June 30, 2020 from the sites listed below, your preliminary CSPP Quality Site Block Grant amount is calculated as follows:

	Percentage of sites at each Tier level	Total Dollar Amount based on the % of cde's at each tier level
QCC Tier 5:	100.0%	\$77,646.11
QCC Tier 4:	0.0%	\$0.00
QCC Tier 3 or below, or not yet rated:	0.0%	\$0.00
Total CSPP Quality Site Block Grant Amount		\$77,646.11

CSPP sites receiving a Quality Site Block Grant:

Ocean View Hills Preschool	5
Smythe/CDC Preschool	5
Sunset Preschool	5

The Quality Site Block Grant amounts for fiscal year 2020-21 above are final.



**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For SDQPI Provider Services**

**Exhibit “E”: CSPP Quality Site Block Grant
Fiscal Requirements
Attachment 2: Reporting Template**

NAME of CSPP Contractor

E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO sylvia.munoz@sdcoe.net	Semi-Annual Reporting Form		
Categories of Spending	Amount spent in the first reporting period	Amount spent in the second reporting period	Total amount spent (Columns B+ C)
1000 Certified Salaries			
Increase in salaries	\$ -	\$ -	\$ -
Release Time/Substitutes	\$ -	\$ -	\$ -
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Professional Development/coursework reimbursement	\$ -	\$ -	\$ -
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ -
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
2000 Classified Salaries			
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
3000 Benefits			
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
4000 Supplies			
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
5000 Travel/Equipment/Contractual			
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Workshop conference/registration fee	\$ -	\$ -	\$ -
Incentives/Teacher stipends	\$ -	\$ -	\$ -
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Other Spending Categories not mentioned (please specify):			
Non-reimbursable bonuses	\$ -	\$ -	\$ -
Grand Total	Total Grant Award Amount Spent in this Quarter =		\$ -

CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of CSPP Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Child Nutrition Services
Evelyn Zarzosa, Director
Maintenance, Operations, Facilities
& Transportation
Paulo Azevedo, Director

Informational
 Action

AGENDA ITEM: PURCHASE OF A REFRIGERATED FOOD DELIVERY TRUCK VIA CONTRACT NO. 081716-NAF BETWEEN NATIONAL AUTO FLEET GROUP AND SOURCEWELL

BACKGROUND INFORMATION:

The Child Nutrition Department delivers food products to all district school sites. The delivery truck that is currently being used is old (1998) and in constant repair. It is not cost effective to keep repairing and it does not have the refrigeration equipment necessary to keep all food products within food handling temperature zones when transporting as required by County Health Codes.

The District would like use the Sourcewell (National Joint Powers Alliance) and 72 Hour LLC, dba National Auto Fleet Group, to purchase a new refrigerated truck to be used for the Child Nutrition Services Department.

RECOMMENDATION:

Approve the purchase of a new refrigerated food delivery truck via a contract between National Auto Fleet Group and Sourcewell (NJPA) Contract No. 081716-NAF. The cost of the vehicle is estimated at \$132,714.59 to be paid from the CARES Act federal stimulus fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$132,714.59
(Amount)

CARES ACT Federal Stimulus Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



**NOTICE OF AWARD TO 72 HOUR LLC, DBA NATIONAL AUTO FLEET GROUP
Request for Proposal #081716
CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT,
ACCESSORIES AND SERVICES**

November 15, 2016

72 Hour LLC, dba National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Dear Mr. Cooper:

Congratulations! You have been awarded an NJPA national contract for procurement of "Class 6, 7, and 8 Chassis with Related Equipment, Accessories and Services." Your proposal was accepted, deemed responsive, evaluated, and recommended for award by NJPA's Evaluation Committee as a solution to meet our members' needs. NJPA's Chief Procurement Officer and the Executive Director have approved a contract award to 72 Hour LLC, dba National Auto Fleet Group, and this award will be effective on the date stated in the Acceptance and Award document.

This award means that you are now an "NJPA Awarded Contract Vendor" and are part of a select group of world-class vendors. We have attached the NJPA Acceptance and Award. Please check to make sure that your organization's authorized representative has signed this document and has provided a fully executed copy to NJPA.

Mike Domin is your NJPA Contract Administrator and will be contacting you soon to discuss plans to make this contract a success for you and our members. Here is Mike's contact information.

Office Phone: 218-895-4148
Cell Phone: 218-838-4545
Email: mike.domin@njpacoop.org

Sincerely,

Jonathan Yahn
Contracts and Compliance Manager

cc: Mike Domin

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: 72 HOLT LLC, DBA NATIONAL BAIT FLEET STORE

Any exceptions to the terms, conditions, specifications, or proposal items contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		<i>None</i>	

Proposer's Signature: *[Signature]* Date: 8-30-16

NJPA's clarification on exceptions listed above:

Contract Award
RFP #081716

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

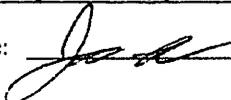
In compliance with the Request for Proposal (RFP) for CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: 72 Hoot LLC ^{DBA NATIONAL AUTO FLEET GROUP} Date: 8-30-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: Jesse Cooper Title: FLEET MANAGER / CO-OWNER

Authorized Signature:  JESSE COOPER
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 081716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC dba National Auto Fleet Group

Authorized Signatory's Title Fleet Manager



VENDOR AUTHORIZED SIGNATURE

Jesse Cooper

(NAME PRINTED OR TYPED)

Executed on 11-15, 2016

NJPA Contract # 081716-NAF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOCT LLC, DBA NATIONAL AUTO FLEET GROUP

Address: 490 Auto Center Drive

City/State/Zip: WATSONVILLE, CA 95076

Telephone Number: 855-289-6572

E-mail Address: Jcooper@nationalautofleetgroup.com

Authorized Signature: [Handwritten Signature]

Authorized Name (printed): Jesse Cooper

Title: CO-OWNER

Date: 8-27-16

Notarized

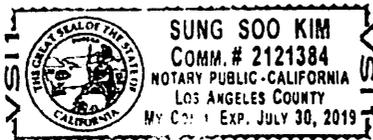
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 27 day of August, 2016

Notary Public in and for the County of Los Angeles State of CA

My commission expires: July 30, 2019

Signature: [Handwritten Signature]





National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/14/2020

Quote ID HD – 1370BR

Mr. Paul Azevedo

San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92154

Dear Paul Azevedo,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2021 Freightliner M2 106, DD5 5.1L Engine, Allison 2500 HS Transmission with 16' Refrigerated Body from American Truck Bodies and T-590-50 Refrigerated unit from Thermo King,) Provided by Mr. Dan Walters with Freightliner each for:

	One Unit (1)
Sub Total	\$ 123,169.00
Tax (7.75%)	\$ 9,545.60
Total	\$ 132,714.59

Payment must be issued prior to MSO being released.

This vehicle(s) is available under the **Sourcewell (Formerly known as NJPA) Contract Number 081716-NAF**. Please reference this Contract Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497





QUOTE

DATE	ESTIMATE NO.
10/14/2020	48622

15567 Arrow Blvd., Fontana, CA 92335
 Phone: (909)434-6144 Fax: (909)434-6150
 Email: ralph@americantruckbodies.com

NAME / ADDRESS
LA FREIGHTLINER-SAN DIEGO 6006 MIRAMAR RD SAN DIEGO, CA 92121

Special Notes:
<u>Thank you for your quote request.</u> <u>Have a great day.</u>

CONTACT	DAN WALTERS	PHONE	(760)644-1269	FAX	E-MAIL	TERMS	Due on receipt
---------	-------------	-------	---------------	-----	--------	-------	----------------

P.O. NO.	VIN	UNIT #
----------	-----	--------

DESCRIPTION	QTY	COST	TOTAL
REF: M2 FREIGHTLINER 16'L X 102"H X 102"W ALUMINUM REFRIGERATED BODY REFER BODY SHELL: AERODYNAMIC FRONT RADIUS AND BRIGHT STAINLESS STEEL CORNER POSTS. ALUMINUM ROOF. REFER COWLING AT FRONT TO ACCEPT REFER UNIT. MODEL: INSULATION: 4" INSULATION IN BULKHEAD & FLOOR (URETHANE). 3" INSULATION IN ROOF & SIDE WALLS (URETHANE). REAR END ASSEMBLY: STAINLESS STEEL. SUB FRAME: 4" CROSSMEMBERS, 3" LONGS. FOAM BETWEEN CROSSMEMBERS. INTERIOR: FIBERGLASS KEMLITE INTERIOR FRONT, SIDES & ROOF. FRONT BULKHEAD BRACED FOR PROPER REFER UNIT. (2) ROWS OF E-TRACK SIDES AND FRONT. FLOOR: INVERTED "T" FLOOR ANTI-SKID 12"H. KICKPLATE, 1/8" ALUMINUM. (4) DRAIN HOLES ON FLOOR ONE IN EACH CORNER. REAR DOOR: 1 1/2" ROLL UP DOOR INSULATED. LIGHTS: (1) L.E.D. DOME LIGHT.			

MJ	

SIGNATURE NEEDED TO CONFIRM ORDER



QUOTE

15567 Arrow Blvd., Fontana, CA 92335
 Phone: (909)434-6144 Fax: (909)434-6150
 Email: ralph@americantruckbodies.com

DATE	ESTIMATE NO.
10/14/2020	48622

NAME / ADDRESS
LA FREIGHTLINER-SAN DIEGO 6006 MIRAMAR RD SAN DIEGO, CA 92121

Special Notes:
<u>Thank you for your quote request.</u> <u>Have a great day.</u>

CONTACT	DAN WALTERS	PHONE	(760)644-1269	FAX	E-MAIL	TERMS	Due on receipt
---------	-------------	-------	---------------	-----	--------	-------	----------------

P.O. NO.	VIN	UNIT #
----------	-----	--------

DESCRIPTION	QTY	COST	TOTAL
LEGAL: ALL REQUIRED LEGAL LIGHTING AND REFLECTORS INSTALLED. MUD FLAPS INSTALLED. (2) GRAB HANDLES INSTALLED ON REAR FRAME. PAINT: UNDERCOAT STANDARD. 8 YEAR CONDITIONAL WARRANTY (SEE PAMPHLET FOR DETAILS) WALTCO BZ-33 60"X98" STEEL PLATFORM W/ CART STOPS.			

MJ

Thank you for requesting a quotation from American. An automatic surcharge of 5% of quote will be added if any parts fail on used vehicle while we are installing equipment to your unit. This quote is valid for 30 days only. We will advise you of problems that may occur with your vehicle new or used. And you will be responsible to correct the problems. Our liability stops with advising you.



QUOTE

15567 Arrow Blvd., Fontana, CA 92335
 Phone: (909)434-6144 Fax: (909)434-6150
 Email: ralph@americantruckbodies.com

DATE	ESTIMATE NO.
10/14/2020	48622

NAME / ADDRESS
LA FREIGHTLINER-SAN DIEGO 6006 MIRAMAR RD SAN DIEGO, CA 92121

Special Notes:
<u>Thank you for your quote request.</u> <u>Have a great day.</u>

CONTACT	DAN WALTERS	PHONE	(760)644-1269	FAX	E-MAIL	TERMS	Due on receipt
P.O. NO.		VIN			UNIT #		
DESCRIPTION					QTY	COST	TOTAL
REF: M2 FREIGHTLINER 16'L X 102"H X 102"W ALUMINUM REFRIGERATED BODY REFER BODY SHELL: AERODYNAMIC FRONT RADIUS AND BRIGHT STAINLESS STEEL CORNER POSTS. ALUMINUM ROOF. REFER COWLING AT FRONT TO ACCEPT REFER UNIT MODEL: INSULATION: 4" INSULATION IN BULKHEAD & FLOOR (URETHANE). 3" INSULATION IN ROOF & SIDE WALLS (URETHANE). REAR END ASSEMBLY: STAINLESS STEEL. SUB FRAME: 4" CROSSMEMBERS, 3" LONGS. FOAM BETWEEN CROSSMEMBERS. INTERIOR: FIBERGLASS KEMLITE INTERIOR FRONT, SIDES & ROOF. FRONT BULKHEAD BRACED FOR PROPER REFER UNIT. (2) ROWS OF E-TRACK SIDES AND FRONT. FLOOR: INVERTED "T" FLOOR ANTI-SKID 12"H. KICKPLATE, 1/8" ALUMINUM. (4) DRAIN HOLES ON FLOOR ONE IN EACH CORNER. REAR DOOR: 1 1/2" ROLL UP DOOR INSULATED. LIGHTS: (1) L.E.D. DOME LIGHT.							
MJ							

SIGNATURE NEEDED TO CONFIRM ORDER



QUOTE

15567 Arrow Blvd., Fontana, CA 92335
 Phone: (909)434-6144 Fax: (909)434-6150
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DATE	ESTIMATE NO.
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Special Notes:
<u>Thank you for your quote request.</u> <u>Have a great day.</u>

CONTACT	DAN WALTERS	PHONE	(760)644-1269	FAX	E-MAIL	TERMS	Due on receipt
---------	-------------	-------	---------------	-----	--------	-------	----------------

P.O. NO.	VIN	UNIT #
----------	-----	--------

DESCRIPTION	QTY	COST	TOTAL
LEGAL: ALL REQUIRED LEGAL LIGHTING AND REFLECTORS INSTALLED. MUD FLAPS INSTALLED. (2) GRAB HANDLES INSTALLED ON REAR FRAME. PAINT: UNDERCOAT STANDARD. 8 YEAR CONDITIONAL WARRANTY (SEE PAMPHLET FOR DETAILS) WALTCO BZ-33 60"X98" STEEL PLATFORM W/ CART STOPS.			

MJ

Thank you for requesting a quotation from American. An automatic surcharge of 5% of quote will be added if any parts fail on used vehicle while we are installing equipment to your unit. This quote is valid for 30 days only. We will advise you of problems that may occur with your vehicle new or used. And you will be responsible to correct the problems. Our liability stops with advising you.

Prepared for:
SAN YSIDRO SCHOOL DIST
4350 OTAY MESA ROAD
SAN DIEGO, CA 92154
Phone: 916-949-2850

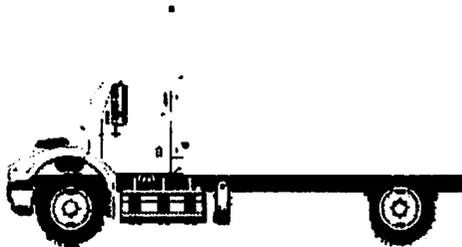
Prepared by:
Dan Walters
VELOCITY TRUCK CENTERS
6006 MIRAMAR RD.
SAN DIEGO, CA 92121
Phone: 619-564-3710

A proposal for
SAN YSIDRO SCHOOL DIST

Prepared by
VELOCITY TRUCK CENTERS
Dan Walters

Oct 14, 2020

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

16FT MEDIUM



10/14/2020 12:54 PM

Page 1 of 22

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Page 13 of 40

Prepared for:
 SAN YSIDRO SCHOOL DIST
 4350 OTAY MESA ROAD
 SAN DIEGO, CA 92154
 Phone: 916-949-2850

Prepared by:
 Dan Walters
 VELOCITY TRUCK CENTERS
 6006 MIRAMAR RD.
 SAN DIEGO, CA 92121
 Phone: 619-564-3710

Description	Weight Front	Weight Rear
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine		
DD5 5.1L 4 CYL 240 HP @ 2200 RPM, 2600 GOV RPM, 660 LB-FT @ 1200 RPM	270	-190
Electronic Parameters		
70 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
5 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE		
PTO SPEED 2 SETTING - 600 RPM		
PTO SPEED 3 SETTING - 600 RPM		
ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
Engine Equipment		
2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	

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10/14/2020 12:54 PM

Page 3 of 22

Prepared for:
 SAN YSIDRO SCHOOL DIST
 4350 OTAY MESA ROAD
 SAN DIEGO, CA 92154
 Phone: 916-949-2850

Prepared by:
 Dan Walters
 VELOCITY TRUCK CENTERS
 6006 MIRAMAR RD.
 SAN DIEGO, CA 92121
 Phone: 619-564-3710

Description	Weight Front	Weight Rear
WABCO 20.0 CFM SINGLE CYLINDER AIR COMPRESSOR		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
DETROIT MD COMPRESSION BRAKE WITH ON/OFF SWITCH		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
STANDARD EXHAUST SYSTEM LENGTH		
RH STANDARD HORIZONTAL TAILPIPE		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE		
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
DETROIT ENGINE MOUNTED FUEL/WATER SEPARATOR WITH WATER-IN-FUEL SENSOR AND ESOC		
FULL FLOW OIL FILTER		
700 SQUARE INCH ALUMINUM RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
LOWER RADIATOR GUARD		
ALUMINUM FLYWHEEL HOUSING		

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Page 4 of 22

Prepared for:
 SAN YSIDRO SCHOOL DIST
 4350 OTAY MESA ROAD
 SAN DIEGO, CA 92154
 Phone: 916-949-2850

Prepared by:
 Dan Walters
 VELOCITY TRUCK CENTERS
 6006 MIRAMAR RD.
 SAN DIEGO, CA 92121
 Phone: 619-564-3710

Description	Weight Front	Weight Rear
DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission		
ALLISON 2500 HS AUTOMATIC TRANSMISSION, NO PTO PROVISION		
Transmission Equipment		
ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS		
ALLISON VOCATIONAL RATING FOR HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
PRIMARY MODE GEARS, 6 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY		
PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITH PARK BRAKE POSITION		

16FT MEDIUM



10/14/2020 12:54 PM

Page 5 of 22

Prepared for:
 SAN YSIDRO SCHOOL DIST
 4350 OTAY MESA ROAD
 SAN DIEGO, CA 92154
 Phone: 916-949-2850

Prepared by:
 Dan Walters
 VELOCITY TRUCK CENTERS
 6006 MIRAMAR RD.
 SAN DIEGO, CA 92121
 Phone: 619-564-3710

Description	Weight Front	Weight Rear
TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment		
DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
MERITOR EX-L OPTIMIZED AXIAL AIR DISC FRONT BRAKES	10	
NON-ASBESTOS FRONT BRAKE LINING		
FRONT DISC BRAKE ROTORS		
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
FRONT AIR DISC BRAKE INTERNAL ADJUSTERS		
TRW THP-60 POWER STEERING		
POWER STEERING PUMP		
2 QUART SEE THROUGH POWER STEERING RESERVOIR		
MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension		
12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
DETROIT DA-RS-19.0-4 19,000# R-SERIES SINGLE REAR AXLE		-20
5.56 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
MERITOR 16.5X8.62 Q+ STAMPED SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		



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Description	Weight Front	Weight Rear
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
CAST IRON OUTBOARD REAR BRAKE DRUMS		20
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension		
AIRLINER 18,000# REAR SUSPENSION		-20
AIRLINER HIGH POSITION RIDE HEIGHT		
STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
SINGLE AIR REAR SUSPENSION LEVELING VALVE		
TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)		
Brake System		
AIR BRAKE PACKAGE		
WABCO 4S/4M ABS		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER MOUNTED UNDER HOOD		
STEEL AIR BRAKE RESERVOIRS		
PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections		
UPGRADED CHASSIS MULTIPLEXING UNIT		
UPGRADED BULKHEAD MULTIPLEXING UNIT		

16FT MEDIUM



10/14/2020 12:54 PM

Page 7 of 22

13D.9

Page 18 of 40

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Description	Weight Front	Weight Rear
Wheelbase & Frame		
4825MM (190 INCH) WHEELBASE		
9/32X3-1/16X10-1/16 INCH STEEL FRAME (7.14X255.6MM/0.281X10.06 INCH) 80KSI		
2550MM (100 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-40	150
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.41 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 121.41 in		
CALC'D FRAME LENGTH - OVERALL : 329.34		
CALCULATED FRAME SPACE LH SIDE : 71.02 in		
CALCULATED FRAME SPACE RH SIDE : 149.76 in		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 124.45 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REAR MOST CROSSMEMBER		
STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment		
THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS, SPACED 3 INCHES FORWARD	40	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks		
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		

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10/14/2020 12:54 PM

Page 8 of 22

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Description	Weight Front	Weight Rear
FUEL TANK(S) FORWARD PLAIN STEP FINISH FUEL TANK CAP(S) DETROIT FUEL/WATER SEPARATOR WITH BYPASS EQUIFLO INBOARD FUEL SYSTEM HIGH TEMPERATURE REINFORCED NYLON FUEL LINE	-5	
Tires		
MICHELIN XZE2 275/80R22.5 14 PLY RADIAL FRONT TIRES	2	
MICHELIN XZE2 275/80R22.5 14 PLY RADIAL REAR TIRES		4
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels		
MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS	18	
MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS		36
Cab Exterior		
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB AIR CAB MOUNTING CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS LH AND RH GRAB HANDLES MOLD-IN COLOR GRILLE MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE FIBERGLASS HOOD SINGLE ELECTRIC HORN DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME KEY QUANTITY OF 4	2	

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10/14/2020 12:54 PM

Page 9 of 22

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Description	Weight Front	Weight Rear
REAR LICENSE PLATE MOUNT END OF FRAME		
LED HEADLIGHT ASSEMBLY AND INCANDESCENT MARKER/TURN LAMP		
LED AERODYNAMIC MARKER LIGHTS		
HEADLIGHTS OFF WITH IGNITION OFF, WITH DAYTIME RUNNING LIGHTS		
INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH MIRRORS		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4	
STANDARD SIDE/REAR REFLECTORS		
DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
MANUAL DOOR WINDOW REGULATORS		
1-PIECE SOLAR GREEN GLASS WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

OPAL GRAY VINYL INTERIOR
 MOLDED PLASTIC DOOR PANEL
 MOLDED PLASTIC DOOR PANEL
 BLACK MATS WITH SINGLE INSULATION
 FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
 IN DASH STORAGE BIN
 (2) CUP HOLDERS LH AND RH DASH
 GRAY/CHARCOAL FLAT DASH

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10/14/2020 12:54 PM

Page 10 of 22

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Description	Weight Front	Weight Rear
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
(1) 12 VOLT POWER SUPPLY IN DASH		
BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK MORDURA CLOTH DRIVER SEAT COVER		
BLACK MORDURA CLOTH PASSENGER SEAT COVER		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
 GRAY CENTER INSTRUMENT PANEL
 (2) SWITCH CUTOUPS AND BLANKS IN CENTER PANEL
 BLACK GAUGE BEZELS
 LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM



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Description	Weight Front	Weight Rear
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY WITH ECM STARTER LOCKOUT		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
EMISSIONS LIMITED IDLE ADJUST		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
VT-HU CONNECTIVITY PLATFORM HARDWARE		
3 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM		
IGNITION SWITCH CONTROLLED ENGINE STOP		
PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		

16FT MEDIUM



10/14/2020 12:54 PM

Page 12 of 22

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Description	Weight Front	Weight Rear
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
ONE VALVE PARKING BRAKE SYSTEM WITH SHIFTER CONTROLLED AUTOPARK AND WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Raw Performance Data

CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 121.41 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE : 124.45 in

T O T A L V E H I C L E S U M M A R Y

Weight Summary

16FT MEDIUM



10/14/2020 12:54 PM

Page 13 of 22

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	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6172 lbs	3496 lbs	9668 lbs
<hr/>			
Total Weight ⁺	6172 lbs	3496 lbs	9668 lbs

Extended Warranty

TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

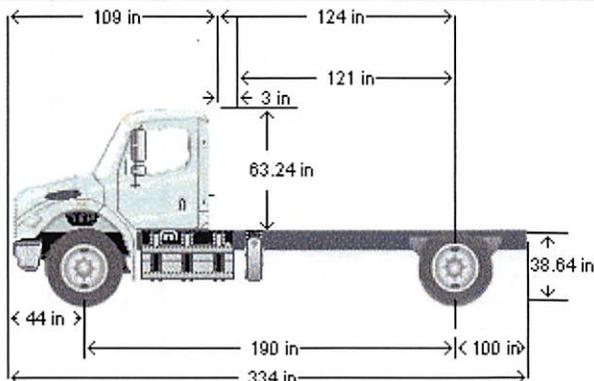
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545).....	4825MM (190 INCH) WHEELBASE
Rear Frame Overhang (552).....	2550MM (100 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in).....	0
Amount of Slide Travel (in)	0
Slide Increment (in).....	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016).....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	109.2
Bumper to Centerline of Front Axle (BA)	42.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	124.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	121.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	224.8
Cab Height (CH)	83.2
Wheelbase (WB)	120.0
Frame Overhang (UH)	100.4
Overall Length (OAL)	324.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	33.6

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	10000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	16000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	26000
Expected GCW (lbs)	0.0
Front Axle (400)	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	12,000# DUAL TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	MICHELIN XZE2 275/80R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR EX-L OPTIMIZED AXIAL AIR DISC FRONT BRAKES
Steering Gear (536)	TRW THP-60 POWER STEERING
Rear Axle (420)	DETROIT DA-RS-19.0-4 19,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)	AIRLINER 18,000# REAR SUSPENSION
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
Rear Tires (094)	MICHELIN XZE2 275/80R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X8.62 Q+ STAMPED SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR



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	Front	Rear
Axle Component Weight Ratings		
Axles	10000	18000
Suspension	12000	18000
Hubs	14700	28000
Brakes	20000	17800
Wheels	14800	28800
Tires	12880	22700
Power Steering	13200	N/A
GAWR (per axle)	10000	17800
GAWR (per axle system)	10000	17800
Expected Load (per axle system)	10000	16000
GVWR due to Frame	26000	
GVWR due to Transmission	22000	
Vehicle GVWR Summary		
Calculated GVWR	26000	
Expected GVWR	26000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

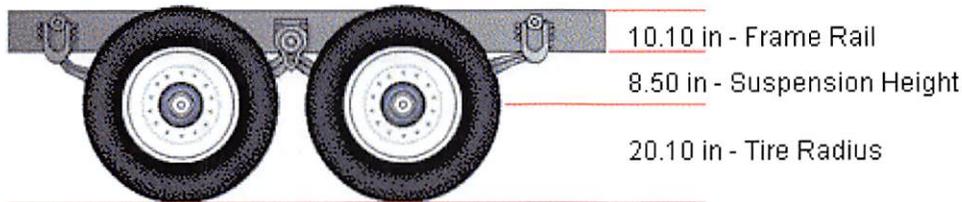


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UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Frame (in)	N/A	38.60



VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Frame Rails (546)	9/32X3-1/16X10-1/16 INCH STEEL FRAME (7.14X255.6MM/0.281X10.06 INCH) 80KSI(546)
Web Height (in)	10.0625
Flange Thickness (in)	0.28125
Rear Suspension (622)	AIRLINER 18,000# REAR SUSPENSION
Rear Suspension Ride Height (621)	AIRLINER HIGH POSITION RIDE HEIGHT
Axle C/L to Bottom of Frame (in)	8.476
Rear Tires (094)	MICHELIN XZE2 275/80R22.5 14 PLY RADIAL REAR TIRES
Unladen Radius (in)	20.1
Fifth Wheel (578)	NO FIFTH WHEEL
Requested Min Height (in)	0.0
Requested Max Height (in)	1
Fifth Wheel Leg Height (582)	NO FIFTH WHEEL LEG HEIGHT
Rear Tow Device (587)	NO REAR TOWING DEVICE
Requested Min Height (in)	0.0
Requested Max Height (in)	0.0

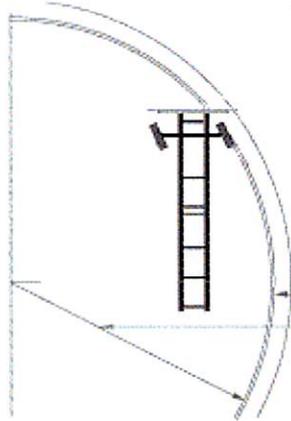
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TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	51.9	+/- 3.0
Curb to Curb Diameter (ft)	49.8	+/- 3.0
Turning Radius (ft)	24.4	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545)	4825MM (190 INCH) WHEELBASE
Front Tires (093)	MICHELIN XZE2 275/80R22.5 14 PLY RADIAL FRONT TIRES
Width (in)	11.1
Front Axle (400)	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in)	71.5
Bumper (556) .. THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS, SPACED 3 INCHES FORWARD	
Width (in)	93.5
Bumper Miter to Front Axle (in)	24.458
Primary Steering Location (003)	LH PRIMARY STEERING LOCATION
Steering Gear (536)	TRW THP-60 POWER STEERING
Dual Steering Gear	NONE
Ram	NONE
Rear Axle (420)	DETROIT DA-RS-19.0-4 19,000# R-SERIES SINGLE REAR AXLE
Axle Spacing (624)	NO AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Prepared for:
SAN YSIDRO SCHOOL DIST
4350 OTAY MESA ROAD
SAN DIEGO, CA 92154
Phone: 916-949-2850

Prepared by:
Dan Walters
VELOCITY TRUCK CENTERS
6006 MIRAMAR RD.
SAN DIEGO, CA 92121
Phone: 619-564-3710

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Page 22 of 22

13D.9
Page 33 of 40



</na/en.html>

T-590 Diesel-Powered Truck Unit



Premium HMI Included | ConnectedSuite™ Telematics Built-in | Delivering the capacity, reliability and uptime that fit your demanding schedule, the new T-90 Series of self-powered truck refrigeration units truly offer MORE.

[Contact Us \(/na/en/contact-us.html\)](/na/en/contact-us.html)

[Dealer Locator \(https://dealers.thermoking.com/dealers\)](https://dealers.thermoking.com/dealers)

Product Information



Features



Manuals



13D.9

Page 34 of 40



T-690 & T-690 MAX Diesel-Powered Truck Unit

Premium HMI Included |
ConnectedSuite™ Telematics Built-in |
Delivering the capacity, reliability and
uptime that fit your demanding schedule.

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T-890 & T-890 MAX Diesel-Powered Truck Unit

Premium HMI Included |
ConnectedSuite™ Telematics Built-in |
Delivering the capacity, reliability and
uptime that fit your demanding schedule.

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T-1090 Diesel-Powered Truck Unit

Premium HMI Included |
ConnectedSuite™ Telematics Built-in |
Delivering the capacity, reliability and
uptime that fit your demanding schedule.

[\(/na/en/products.road.trucks-and-vans.diesel.t_1090_diesel_powered.html\)](http://na/en/products.road.trucks-and-vans.diesel.t_1090_diesel_powered.html)

August 2020

TK 56702-1-OP-EN

TRANE
TECHNOLOGIES

<http://na.enr.com/thermoking.com/na/en/registration.html>

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TECHNOLOGIES

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[Privacy Policy \(https://www.thermoking.com/na/en/privacy-policy/terms-of-use.html\)](#)

13D.9
Page 36 of 40

BZ SERIES CANTILEVER

SPECIFICATIONS:

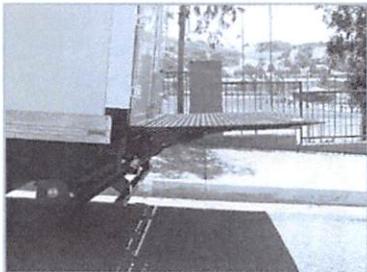
Bed Ht: 44"-59"



Convenient control placement



Tilt platform perfectly level



Platform at bed height

Model	Capacity	Platform	Ramp
BZ-33	3,300 lbs.	48" x 94"	Wedge
BZ-33	3,300 lbs.	60" x 94"	Wedge
BZ-33	3,300 lbs.	72" x 94"	Wedge
BZ-33	3,300 lbs.	84" x 94"	Wedge
BZ-44	4,400 lbs.	48" x 94"	Wedge
BZ-44	4,400 lbs.	60" x 94"	Wedge
BZ-44	4,400 lbs.	72" x 94"	Wedge
BZ-44	4,400 lbs.	84" x 94"	Wedge

Notes: Platform may be loaded to full-rated capacity if cargo is evenly distributed in the forward 48" x 94" area

OPTIONAL EQUIPMENT:

- Flip-Up Door Kit
- Full-Door Seal Kit
- Side Roll Off Guards
- Auxiliary Power Kits for straight trucks and trailers
- Split Foot Activated Cart Stops keep rolling carts secure on the platform while the platform is being lowered, raised, or leveled. The independent stops allow the operator to move a single cart off the platform while the second remains retained
- Auto-tilt Option with Memory tilts the platform down at ground level for ease of loading/unloading and returns the platform to a preset horizontal position
- 100" Wide Steel Platforms for 102" wide vehicle applications
- Aluminum Platforms: 65", 75", and 85" depths – contact factory for price and lead time
- Trailer Sub-frame Kit
- Dual Controls
- Customized Options – contact factory

13D.9

Page 37 of 40

Waltco Lift Corp.
Corporate Office United States
285 Northeast Ave.
Tallmadge, OH 44278
P: 330.633.9191
F: 330.633.1418

Waltco Lift Corp.
United States
620 S Hambledon Ave.
City of Industry, CA 91744
P: 626.964.0990
F: 626.964.0149

Waltco Lift Inc.
Canada
265 Export Blvd.
Mississauga, ON L5S 1Y4
P: 888.343.4550



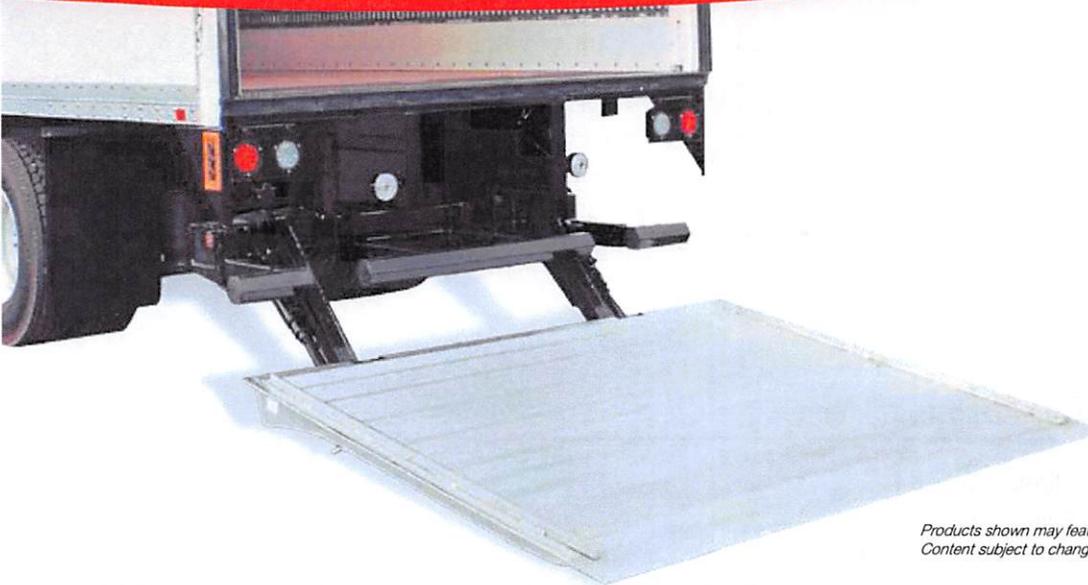
WALTCO

BZ SERIES CANTILEVER

3,300 lb. - 4,400 lb. Capacities



Large Platform and Arm Configuration Improve Delivery Efficiency.



*Products shown may feature optional equipment.
Content subject to change without notice.*

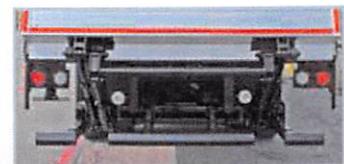
STANDARD BZ SERIES ADVANTAGES INCLUDE:

- Large, cantilever platform keeps cargo level on all types of terrain and allows the operator to load and unload cargo from either the rear or the side of the platform
- Hydraulically powered open/close feature makes liftgate operation faster and easier by eliminating the need for manual folding
- Adjustable tilt cylinders prevent potential damage to the liftgate or vehicle by preventing over-tilting of the platform
- Electronic cylinder locks prevent the platform and cargo from lowering in the event of a hydraulic line failure
- Dual-lift and dual-tilt cylinder design allows for more positive platform control, greater load stability, and enhanced speed and reliability even in cold temperatures
- Hand-held remote control with tilt feature lets the driver raise and lower the liftgate from ground or bed level
- Weather-resistant power unit enclosure protects liftgate power unit from corrosion and environmental damage
- Cab mounted power shut-off switch prevents unauthorized use of the liftgate
- Three piece steel bumper protects liftgate chassis from backing damage
- Powder coat finish on key liftgate components produces a high-quality finish that is exceptionally resistant to corrosion and abrasion

A large, tilting platform that adjusts for varying grades puts your cargo on level ground.



BZ Series Gate in Stowed Position



Bumper detail, highlighting the three piece steel bumper



Designed Simplicity - Maximum Performance

www.waltco.com

THE FIVE CONTRIBUTING FACTORS THAT MAXIMIZE RCO.

QUALITY Freightliner trucks come with the equipment you need to get the job done. From the engine to the tires, we make sure every part of your truck is built to last. This means you can maximize your return on investment (ROI) by reducing downtime and increasing uptime.

UTILITY Freightliner trucks are designed to maximize utility and longevity. We provide you with the tools and equipment you need to get the job done. From the engine to the tires, we make sure every part of your truck is built to last. This means you can maximize your return on investment (ROI) by reducing downtime and increasing uptime.

PRODUCTIVITY Freightliner trucks are designed to maximize productivity and efficiency. We provide you with the tools and equipment you need to get the job done. From the engine to the tires, we make sure every part of your truck is built to last. This means you can maximize your return on investment (ROI) by reducing downtime and increasing uptime.

SAFETY Freightliner trucks are designed to maximize safety and reliability. We provide you with the tools and equipment you need to get the job done. From the engine to the tires, we make sure every part of your truck is built to last. This means you can maximize your return on investment (ROI) by reducing downtime and increasing uptime.

RELIABILITY Freightliner trucks are designed to maximize reliability and longevity. We provide you with the tools and equipment you need to get the job done. From the engine to the tires, we make sure every part of your truck is built to last. This means you can maximize your return on investment (ROI) by reducing downtime and increasing uptime.



- Corrugated floor, roof and back-of-cab panels
- Meets Section A, color test and ECE R29 back seat strength requirements
- Available in day cab, extended cab, or 4-door crew cab configurations



Comprehensive engineering to the structural integrity of the truck, our advanced aluminum chassis, and our high-strength steel and aluminum components. This means you can maximize your return on investment (ROI) by reducing downtime and increasing uptime.

WHERE TOUGHNESS MEETS EFFICIENCY.

We've applied sophisticated engineering to the structural integrity of the truck, our advanced aluminum chassis, and our high-strength steel and aluminum components. This means you can maximize your return on investment (ROI) by reducing downtime and increasing uptime.



SPECS AND OPTIONS

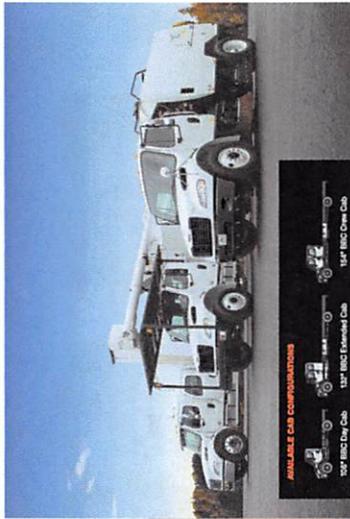
- 100" BHC steel-reinforced aluminum day cab
- Cummins® ISB 7 engine with 700 HP/520 B-h torque
- Set-back front seat position @ 31"
- Strong, durable cab and hood
- Halogen composite headlights
- 12V 40 Ah battery
- 100" BHC wheel (std. depending on wheel equipment)
- Rear cab cross-member flush with back of cab to allow for multi-logs
- Supports a wide range of bodies and chassis-mounted equipment

AVAILABLE FEATURES

- Develco™ DD6™ 200-242 HP / 160-180 B-h torque
- Develco™ DD6™ 240-260 HP / 180-200 B-h torque
- Develco™ DD6™ and DD6™ engines feature Develco™ Connect™
- Virtual Technician™ diagnostic services to maximize uptime
- Emergency services application horsepower ratings available
- Large selection of accessories, frames and frame attachments
- Air cab mounts
- Freightliner and/or™ rear suspension
- Full front-end underhood
- Door-mounted clean-view mirrors and a passenger door lower window entrance door
- Wing door with ergonomic design brings you closer to the controls
- Power locks/power windows
- Meritor WABCO D-GuardACTIVE™ collision mitigation system
- Bareilly AutiMile™ tire departure warning system



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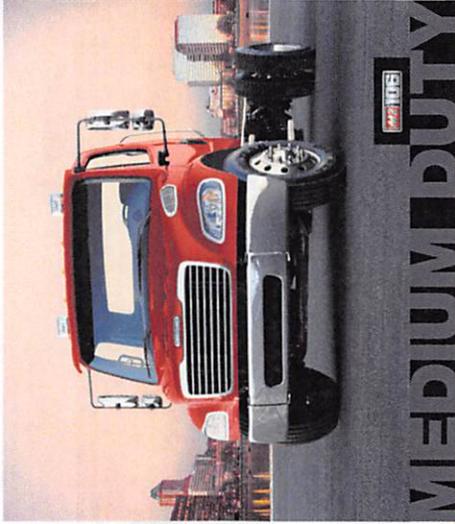
- 100" BHC Day Cab
- 121" BHC Extended Cab
- 134" BHC Crew Cab

THE ALL-AROUND PERFORMER.

Improve your productivity with your choice of manual, automatic, or Allison™ AMT. And keep drivers safe with the biggest aerodynamic hood, low-profile dash and best-in-class visibility of the ergonomic M2 100. Plus, the M2 100's pump. Our multiple wiring systems, clear frame rails, and a wide range of chassis options mean you get the configuration you need for the job at hand.

In addition to being easy to lift, the M2 100 maximizes uptime, safety, quality, and productivity to lower your Total Cost of Ownership™ (TCO). Your RCO is the comprehensive cost of your truck over its life cycle. It's the sum of the cost of your vehicle, which reflects the true value of your truck to your business. Everyone's business is different, so you can specify your M2 100 based on the factors that impact your bottom line the most.

Close with your dealer for availability.



MEDIUM DUTY

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Ocean View Hills School
Consuelo Carranza, Principal

Informational
 Action

AGENDA ITEM: LICENSE AGREEMENT WITH SEESAW AS A REMOTE LEARNING TOOL FOR OCEAN VIEW HILLS SCHOOL

BACKGROUND INFORMATION:

Seesaw is a platform that encourages creativity, expression, and feedback that makes students excited to learn. It creates a powerful learning loop between students, teachers, and families.

Benefits of using Seesaw:

- *Students show learning* ~ Students use built-in annotation tools to capture what they know in Seesaw's digital portfolio
- *Teachers gain insights* ~ Teachers deeply understand student thinking and progress — enabling them to teach better
- *Families connect* ~ Families gain a window into their student's learning and engage with school happenings

The Principal of Ocean View Hills School is requesting approval to implement the Seesaw platform as a remote learning tool. This program will benefit students and teachers in grades K-2nd during distance learning. In addition, K-2nd grade teachers have been trained on how to use this program.

RECOMMENDATION:

Approve/Ratify the license agreement with Seesaw as a remote learning tool for students in grades Kindergarten through 2nd at Ocean View Hills School at the total cost of \$1,688.50 from Title I funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Continue to provide supplemental programs and resources (i.e. Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$1,688.50

(Amount)

Title I Fund, Goal 1

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Company Address 180 Montgomery St.
Suite 750
San Francisco, CA 94104
United States

Phone (415) 870-4468

Please send any billing questions to accounting@seesaw.me

Bill To Name Ocean View Hills School

Created Date 10/19/2020

Expiration Date 10/31/2020

Quote Number 00028330

Contract Summary

Contract Start Date 11/1/2020

Contract End Date 10/31/2021

of Students 307.00

Grand Total USD 1,688.50

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	307.00	USD 5.50	USD 1,688.50	11/1/2020

School Admin Contact (e.g. Principal, Director of Instructional Tech, etc.)

Name: Consuelo Carranza

Email: consuelo.carranza@sysdschools.org

Title: Principal

Phone: (619) 661-0457

Tech Contact (Who can help set up your school?)

Name: Todd Lewis

Email: todd.lewis@sysdschools.org

Title: Director of Technology

Phone: (619) 428-4476 x 3062

Billing Contact - Accounts Payable (Who will pay the invoice?)

Name: Blanca Vega

Email: blanca.vega@sysdschools.org

Title: Accounting Technician

Phone: (619) 428-4476 x 3005

School Address

Address: 4919 Del Sol Blvd

City: San Diego

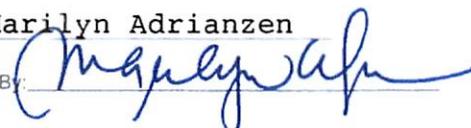
State: California

Zip / Post Code: 92154

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Name: Marilyn Adrianzen

Title: Chief Business Official

Accepted By: 

PO Number (if required): PO# 6733



Seesaw Terms of Service

Last Updated: September 3, 2018

Welcome to Seesaw!

Seesaw's mission is to create an environment where students can be their best. To accomplish this goal, it is essential that Seesaw is safe place for students to document their learning, and that parents and teachers are in complete control over how that information is shared.

This Terms of Service governs your use of our websites at seesaw.me, and the Seesaw Application (collectively "the Seesaw Service", "the Service" or "Seesaw"). By creating an account on Seesaw, you agree to be bound by our Terms of Service (our "Terms"). If you don't agree, please don't use Seesaw. These Terms include a Binding Arbitration clause. Please read below to see how you can opt-out if you so choose.

OUR PRIVACY PROMISES

Protecting your privacy is fundamental to our mission and business. The following summarize our promises to you.

- We never sell your data or student data.
- We never advertise in Seesaw.
- We don't own the content you add to Seesaw.
- Student work is private to the classroom by default.
- We use the latest security industry best practices to protect you.
- We are transparent about our practices and will notify you if things change.
- We are compliant with FERPA, COPPA, GDPR, MFIPPA, and the Australian Privacy Act.

To learn more about how Seesaw collects, stores, uses, shares, and protects your personal information, please review our full [Privacy Policy](#).

SEESAW AND PARENTAL CONSENT

We require that teachers or schools get parental consent before using Seesaw with children who are under the age when they can grant consent on their own. This age may vary based on where you live. For example, in the US that age is younger than 13. You should check your local laws to determine the relevant age in your country. If you are aware Seesaw is collecting information from a student without parental consent, please contact us immediately at help@seesaw.me and we will delete the data.

There are a number of ways in which teachers or schools can obtain parental consent:

- Get consent as part of a school-wide technology consent process you may already have in place.
- Use our [sample consent form](#) - but please note that this is an example only and does not constitute legal advice.
- For teachers in the United States, agree to act as the parent's agent, and provide consent on their behalf to use Seesaw solely in the educational context as provided by the FTC. [Learn More](#).

SEESAW AND FERPA

Data collected by Seesaw may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, "FERPA", ("FERPA Records"). To the extent that Student Data includes FERPA Records, you designate Seesaw as a "School Official" (as that term is used in FERPA and its implementing regulations) under the direct control of the school with regard to the use and maintenance of the FERPA Records and Seesaw agrees to comply with FERPA.

SEESAW AND GDPR

Seesaw complies with the European Union General Data Protection Regulation (the "GDPR") and makes it easy for EU individuals to exercise their rights described in that regulation. The purposes for which Seesaw collects your information, the categories and specific types of information, and our practices and policies regarding the processing of your information are described in this Privacy Policy and our Data Processing Agreement. If you have specific questions about how Seesaw is compliant with GDPR, please see our [frequently asked questions](#) about GDPR.

CREATING A TEACHER ACCOUNT

Only teachers or school administrators can create a class on Seesaw. Once the class is created, teachers can authorize student participants, additional faculty and parents and other family members with appropriate permissions to upload, view, comment on, and share work.

You should consult with your school or school district to ensure that you obtain proper consent to use Seesaw in the classroom consistent with their policies.

When you create a Seesaw class, you agree that:

- Any students you add to your class are current students in your class.
- Any additional teachers you add to your class are authorized by your school to access student journals.
- You will use Seesaw only for lawful purposes and abide by applicable law and school and school district policies in your use of Seesaw.
- You will treat Seesaw as an extension of the classroom and take reasonable steps to confirm that students are using Seesaw appropriately.
- You will take reasonable measures to protect access to information contained in student journals and class journals.
- You will only invite parents, guardians, and other trusted adults to view student journals.
- You will protect your class QR code so that access to student journals and class journals is limited only to students and parents, guardians, and other trusted adults.

CREATING A PARENT OR FAMILY MEMBER ACCOUNT

Teachers can authorize parents and family members to view information in their child's journal. By creating a parent account and accessing a student journal, you agree that you are the legal guardian of the student or have permission from the legal guardian of the student to create a parent account and access the student journal.

As a parent, you will only be able to access journal entries in which your child has been tagged. Other parents and adults may be able to access your child's work if your child is tagged in a journal entry with their child, such as when your child collaborates with other students on a group project, and visa versa.

CREATING A STUDENT ACCOUNT

Students may use Seesaw only if their parent or legal guardian has given permission to their teacher or school. You agree to use Seesaw only if you have been given a Join Code or have otherwise been invited to use Seesaw by your teacher.

Seesaw is an extension of the classroom. You agree to use Seesaw in a manner that is appropriate to the classroom. You may not violate the policies of your school or school district in your use of Seesaw.

SUBMISSIONS TO THE ACTIVITY LIBRARY

Activities teachers create are private to their account by default. Optionally, teachers may choose to publish activities they create to the public Community Activity Library or an Activity Library managed by their school or district. By choosing to submit your activity to the Activity Library, you're telling us that:

- You are the copyright holder, you have the consent of the copyright holder, or you have a valid legal basis (for example, fair use) for posting any content you submit to Seesaw.
- You have secured permission to share the photograph of any person included in your activity.

Any activities you submit are yours - not Seesaw's. By submitting your activity to the Community Activity Library you understand that:

- Your activity will be publicly accessible unless you choose to remove it. Your name and other activities you have contributed to the library will be visible as part of your Activity Author Profile.
- For as long as your activity is published to the Library, your activity may be shared by Seesaw (for example on our website or in an email) and by teachers using Seesaw. Teachers using Seesaw may also modify your activity and re-share it with their students or other teachers.
- If you remove your activity from the library, prior copies of your activity or modified versions of your activity may still exist in other teachers' accounts and will not be removed.

Student responses to activities are **not** shared in the Activity Library.

CONSENT TO RECEIVE SMS MESSAGES

Family members can receive SMS notifications about new posts or messages in Seesaw. You can cancel at any time. Text "STOP" to unsubscribe. Text "HELP" for instructions on how to use our service. Message frequency varies. Message and data rates may apply. For questions about SMS notifications, email help@seesaw.me.

1. Participating carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL

(ECIT), Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

2. T-Mobile is not liable for delayed or undelivered messages.

YOUR INTELLECTUAL PROPERTY

We don't own the content you provide – students and their schools own all Student Data added to Seesaw.

However, in order to provide our Services, we need certain limited rights to your content. For example, when you upload your content, we need the rights to store it and serve it back to you. Therefore, you grant Seesaw the right to use, publish, transmit, display, copy, process, adapt, modify, and distribute your content only how you specify and only within the context of the Seesaw service.

Seesaw reserves the right, but has no obligation, to delete content posted on our Services if we receive a valid takedown notice or if your content violates any of our Prohibited Activities.

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Unauthorized use of Seesaw's logos, trademarks, copyrights, domain names, or other distinctive brand features is prohibited.

COPYRIGHT POLICY

Seesaw complies with the Digital Millennium Copyright Act. To learn more about how Seesaw responds to allegations of copyright infringement, please review our [Copyright Policy](#).

PROHIBITED ACTIVITIES

All users agree that they will refrain from the following prohibited activities when using Seesaw.

- Don't use Seesaw in a manner that violates any applicable laws, regulations, ordinances, or directives.
- Don't use Seesaw in any manner that would be inappropriate for the classroom or violates applicable school or school district policies.
- Don't use Seesaw to lie or mislead other users.

- Don't use Seesaw to distribute unsolicited or unauthorized unsolicited communications, promotions, advertisements or spam.
- Don't use Seesaw to do anything threatening, abusive, harassing, defamatory, tortious, obscene, profane, or invasive of another person's privacy.
- Don't do anything that interferes with the proper functioning of any software, hardware, or equipment that belongs to Seesaw or anyone else.
- Don't impersonate Seesaw or our users on Seesaw or elsewhere.
- Don't interfere with anyone's use or enjoyment of Seesaw.
- Don't use personal information about other users, including students, without consent or as forbidden by applicable law or regulation.
- Don't use Seesaw in a way that infringes the intellectual property rights of others.
- Don't crawl, scrape, or use any manual or automated system to copy any public content available within Seesaw.

ACCOUNT SUSPENSION AND TERMINATION

Seesaw reserves the right to suspend or terminate accounts associated with users who engage in any of the prohibited activities described above or in any manner that otherwise violates our Terms or other policies. In addition, Seesaw reserves the right to terminate any account at any time for any reason without notice to you.

ACCOUNT TRANSFER

If you've signed up as a teacher with a school provided email address, and your school later signs up for a Seesaw school account, we may transfer your account to be under the management and control of your school. To protect student data, in certain limited circumstances (such as when a teacher leaves a school) we may transfer a class to a different teacher if we receive a properly authorized request from the relevant school.

ABANDONED ACCOUNTS

Seesaw reserves the right to terminate accounts that have not been accessed by the teacher or school associated with the account for a period of more than one year. Prior to terminating an abandoned account, Seesaw will notify the teacher or school associated with the account by email and provide an opportunity to download an archive copy of the class journal.

SECURITY

Seesaw takes protecting your security and privacy seriously and we've put a number of measures in place to protect the integrity of your information, including use of highly secure, access-controlled data centers, routine 3rd party security audits, data encryption in transit and encryption of Journal Content at rest. For more information, please read this [article](#).

In the event of a security breach, we will notify affected account holders within the amount of time required by law so that you can take steps to keep your data safe.

CHANGES TO OUR TERMS

Seesaw may modify our Terms from time to time. Seesaw will notify you of any changes to our terms that materially alter your rights or responsibilities by email and by posting a notice to our site. If you as a teacher, parent, or school administrator continue to use Seesaw after you receive such a notice, you agree to be bound by any changes to our Terms.

WARRANTIES AND DISCLAIMERS

YOUR USE OF SEESAW IS AT YOUR SOLE RISK. SEESAW AND ANY THIRD-PARTY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONNECTION WITH SEESAW ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEESAW, AND ITS SUPPLIERS AND PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SEESAW AND ITS SUPPLIERS AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SEESAW SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SEESAW SERVICE OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF HARMFUL COMPONENTS OR THAT THE SEESAW SERVICE WILL MEET YOUR REQUIREMENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT OR DEVICE, LOSS OF USE, OR LOSS OF DATA. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

INDEMNITY

You agree to indemnify and hold harmless Seesaw from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, arising out of or related to: (a) your use or misuse of Seesaw; (b) any violation of the rights of any other person or entity by you, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (c) your breach of any part of our Terms. Seesaw will give you written notice of any such matter; however, any failure or delay by Seesaw to do so does not negate your defense or indemnification obligations or waive Seesaw's rights to seek payment or defense or indemnification from you. Seesaw reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with Seesaw in our defense of these claims. You will not settle any claim that affects Seesaw or our affiliates without our prior written approval.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, Seesaw will not be liable to you for any special, indirect, incidental, punitive, reliance, consequential, or exemplary damages, even if Seesaw has been advised of the possibility of damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, goodwill or other intangible losses relating to or resulting from: (a) your access to, use of, or inability to use Seesaw; (b) any conduct or content of any user or third party on our services; (c) unauthorized access,

use, or alterations of your transmissions or content; (d) any information posted on Seesaw; or (e) Seesaw's decision to publish or remove any information on our service.

In no event shall Seesaw's total liability to you for all damages, losses, or causes of action arising out of or relating to our Terms exceed: (1) the amounts you paid to access Seesaw during the twelve (12) months immediately preceding the date of your claim, or (2) one thousand U.S. dollars, whichever is greater.

The limitations of liability set forth in this section will survive any termination or expiration of our Terms, and will apply even if any limited remedy specified in our Terms is found to have failed of its essential purpose.

LAW GOVERNING LEGAL DISPUTES

The laws of the State of California govern this agreement, as well as any dispute, claim, or controversy that may arise between you and Seesaw, without to conflicts of law provisions.

INFORMAL DISPUTE RESOLUTION

We want to address your concerns without needing a formal legal case. Before filing a claim against Seesaw, you agree to try to resolve the Dispute informally by contacting help@seesaw.me. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or Seesaw may bring a formal proceeding.

WE BOTH AGREE TO ARBITRATE

You and Seesaw agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

OPT-OUT OF AGREEMENT TO ARBITRATE

You can decline this agreement to arbitrate by contacting help@seesaw.me within 30 days of first accepting these Terms of Service and stating that you (include your first and last name) decline this arbitration agreement.

Arbitration Procedures: The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, San Francisco, California, or any other location we agree to.

Arbitration Fees: The AAA rules will govern payment of all arbitration fees. Seesaw will pay all arbitration fees for claims less than \$75,000. Seesaw will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Exceptions to Agreement to Arbitrate: Either you or we may assert claims, if they qualify, in small claims court in San Francisco (CA) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Seesaw products or Service, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

NO CLASS ACTIONS

You may only resolve Disputes with Seesaw on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under our agreement.

FEEDBACK

We welcome your feedback and suggestions about Seesaw. Please email us at help@seesaw.me at any time.

ENTIRE AGREEMENT

These Terms (and any other policies we refer to in this document) make up the entire agreement between you and Seesaw Learning, Inc., and supersede any prior agreement. If any part of these Terms are found to be unenforceable by a court or arbitrator, the remaining parts will remain in full force and effect. If Seesaw fails to enforce any part of these Terms, such a failure does not constitute a waiver.

CONTACT INFORMATION

Seesaw Learning, Inc.
180 Montgomery St, Suite 750
San Francisco, CA 94104
help@seesaw.me

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH ALLIANCE FOR AFRICAN ASSISTANCE

BACKGROUND INFORMATION:

Under 34 CFR §300.322(e), the public agency must take whatever action is necessary to ensure that the parent understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English. Additionally, IDEA requires that certain notices to parents be provided in the parent's native language, unless clearly not feasible to do so. See 20 U.S.C. 1415(b)(4) (prior written notice); 20 U.S.C. 1415(d)(2) (procedural safeguards notice); see also 34 CFR §300.503(c) (notice in understandable language). Instead, under Title VI and the EEOA, state educational agencies and school districts have independent responsibilities to provide Limited English Proficient (LEP) parents of children with disabilities meaningful access through timely and complete translation and oral interpretation.

Alliance for African Assistance, an agency that provides interpretation and translation in different languages, will be providing interpretation at the IEP meetings and translation of special education records into Spanish language.

RECOMMENDATION:

Approve the agreement with Alliance for African Assistance to provide interpretation and translations services in multiple languages for the Special Education Department in an amount not to exceed \$11,000.00 from the General Fund for 2020-2021 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.21:

Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc...) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

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

Requisition #

Yes No

Yes No

NOT TO EXCEED

\$11,000.00

(Amount)

General Education Fund

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of November 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Alliance for African Assistance
Company/Consultant

(619) 286-9052

Telephone Number

5952 El Cajon Blvd., San Diego, CA 92115

Address

alliance-for-africa.org

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: November 13, 2020

To: June 30, 2021

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT:	Verbal Behavior Associates	
Name:	Cristina Belpassi	
Title:	Global Village Interpretation & Translations Department Manager	
Address:	5952 El Cajon Blvd.	
City/State/Zip Code:	San Diego, CA 92115	
Telephone:	(619) 286-9052	
Email:	interpreters@alliance-for-africa.org	

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Alliance for African Assistance
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Walter Lam, President & CEO
Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Phone Number: (619) 701-7489

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

Services include:

- Interpretation at the IEP meetings: \$70.00 per hour and \$55.00 for each additional hour (with 30 minute increments); and
- Translation of special education documents: \$0.17 per word

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
Human Resources
Linda Gonzales, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO STATE UNIVERSITY FOR
SERVICE LEARNING

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with San Diego State University for the purpose of providing supervised, practical learning experiences.

RECOMMENDATION:

Approve the agreement with San Diego State University for the purpose of providing supervised, practical learning experiences.

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

Service-Learning Agreement University and Learning Activity Site

This agreement entered into by and between the Trustees of the California State University on behalf of San Diego State University, referred to as "University," and San Ysidro School District, referred to as "Learning Activity Site."
(Legal entity name)

This agreement shall cover University students from the following:

- College of Arts and Letters
- Fowler College of Business
- College of Education
- College of Engineering
- College of Health and Human Services
- College of Professional Studies and Fine Arts
- College of Sciences
- Imperial Valley Campus
- Office of Faculty Advancement and Student Success, General Studies

I. General Provisions

A. Program Activities

1. The Learning Activity Site will provide the University's student(s) with a student-focused learning experience that also meets the stated needs of the Learning Activity Site.
2. The Learning Activity Site and the University will meet as necessary to facilitate a mutually beneficial experience for all involved, or at the request of any of the parties involved.
3. The University will work closely with the Learning Activity Site to meet the expectations and priorities of the Learning Activity Site as well as the student outcomes.

B. Safe and Productive Learning Environment

1. To achieve its desire to provide a safe and productive environment for the University's student(s), the Learning Activity Site will:
 - a. Give student(s) a tour of the site as necessary and provide information regarding all emergency procedures.
 - b. Provide information on the unique nature of the population of the program.
 - c. If appropriate, discuss with students the reasonably foreseeable risks associated with the Learning Activity Site and the tasks and responsibilities the student(s) have been assigned.
 - d. Determine **IF** a student(s) must be fingerprinted. **If** fingerprinting is necessary, the Learning Activity Site will obtain the fingerprints, request criminal background clearance from the appropriate agency(ies), and maintain the confidentiality of any results as required by federal or state law. Student will be responsible for any fees associated with fingerprint clearance.
 - e. Notify the University's supervising faculty as soon as is reasonably possible of any injury or illness to a student(s) participating in a learning activity offered by the Learning Activity Site.
 - f. Agree that Learning Activity Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Learning Activity Site is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Learning Activity Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, Learning Activity Site will take

steps to comply with the modified, changed, or updated guidelines or directives. If at any time Learning Activity Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

2. University will advise the student(s) of following:

- a. To abide by Learning Activity Site rules and regulations while on site and working with Learning Activity Site clients.
- b. That his/her interactions with clients are expected to be appropriate.
- c. To maintain the confidentiality of the Learning Activity Site's proprietary information, records and information concerning its clients.

II. Structure and Support of Service-Learning Student(s)

- A. **Site Supervision.** Prior to the start of the learning activity, the Learning Activity Site will inform the student(s) who will be responsible for their supervision and safety while on site. The supervisor will meet with the student(s) as necessary to facilitate the student(s) learning experience and professional development, provide support and review progress on assignments and activities. The supervisor will communicate as necessary during the semester with the University staff or faculty member who assigned the learning activity.
- B. **Training and Orientation.** The Learning Activity Site will provide student(s) with a general orientation and any specific training needed prior to their working with clients or providing service.
- C. **Work Space.** Student(s) will have an appropriate space at the Learning Activity Site site in which to conduct their assigned work. The Learning Activity Site will provide access and training for any and all equipment necessary for student(s) to fulfill their service role.
- D. **Evaluation.** The Learning Activity Site supervisor will fill out survey(s) regarding quality of service performance of the student(s) if requested by the University or the student.
- E. **Payment (If Applicable – For paid positions only)** – The Learning Activity Site will pay student(s) according to applicable law including any required withholding and reporting whether payment is wage, stipend, or payment under a grant. If required by law, the Learning Activity Site shall consider student(s) employees and, as such, shall provide workers' compensation insurance.

III. Length of Agreement Term

This agreement shall become effective upon execution and shall continue for a period of four (4) years or earlier if terminated by either party after giving the other party 30 days advance written notice of the intention to so terminate; provided further, however, that any such termination by Learning Activity Site shall not be effective against any student(s) who at the date of mailing of said notice by Learning Activity Site was participating in said program until such student(s) has completed the program as mutually agreed upon provided such student(s) is performing satisfactorily. If either party wishes to terminate due to non-performance or failure to meet expectations, the party requesting termination shall consult with the other party to seek resolution prior to termination.

It is the responsibility of all parties to review the agreement annually to ensure that the agreement terms are current. Any changes to this agreement must be in writing via amendment and executed by all parties.

Notices

All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be sent to the following:

To Learning Activity Site: San Ysidro School District
 Mailing Address: 4350 Otay Mesa Road
 City, State Zip: San Ysidro, CA 92173
 Attention: Human Resources

To University: San Diego State University
5500 Campanile Dr.
San Diego, CA 92182-1616
Attention: Contract and Procurement Management

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement.

This document reflects my understanding of the relationship.

LEARNING ACTIVITY SITE

San Ysidro School District

Learning Activity Site Name

SAN DIEGO STATE UNIVERSITY
5500 Campanile Dr.
San Diego, CA 92182

Authorized Signature
Marilyn Adrianzen, CBO

Print Name

Contract and Procurement Management Signature

Print Name

Date
4350 Otay Mesa Road

Date

*Street Address (no PO Box)
San Ysidro CA 92173

City State Zip

Email
linda.gonzales@sysdschools.org

Phone
(619) 428-4476

Phone
(619) 662-1823 (HR)

Fax
Linda Gonzales

Site Contact Name

*If students may be participating in service learning at a location other than listed above, please add additional location information on page 5.

General Provisions

Indemnification

The Learning Activity Site shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. San Diego State University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the Learning Activity Site and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The Learning Activity Site shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional and personal general liability coverage for students performing community service or volunteer work for academic credit, through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Learning Activity Site shall comply with any state or federal law applicable to Learning Activity Site's performance under this Contract.

Assignments

Without written consent of the CSU, this agreement is not assignable by the Learning Activity Site either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

ADDITIONAL LEARNING ACTIVITY SITE LOCATIONS
(Required only if students may participate in service learning at multiple locations)

Location Name (if other than Legal Business Name)

Street Address (no PO Box)

City State Zip

E-mail

Phone

Site Contact Name

Location Name (if other than Legal Business Name)

Street Address (no PO Box)

City State Zip

E-mail

Phone

Site Contact Name

Location Name (if other than Legal Business Name)

Street Address (no PO Box)

City State Zip

E-mail

Phone

Site Contact Name

Location Name (if other than Legal Business Name)

Street Address (no PO Box)

City State Zip

E-mail

Phone

Site Contact Name

Location Name (if other than Legal Business Name)

Street Address (no PO Box)

City State Zip

E-mail

Phone

Site Contact Name

Location Name (if other than Legal Business Name)

Street Address (no PO Box)

City State Zip

E-mail

Phone

Site Contact Name

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

FROM:
San Ysidro Middle School
Maria Rodriguez

Informational
 Action

AGENDA ITEM: LICENSE RENEWAL AGREEMENT WITH KUTA SOFTWARE LLC FOR THE KUTA WEB PROGRAM AT SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:

Kuta is a mathematics worksheet generator that allows teachers to customize worksheets, quizzes and tests for students. Teachers have the ability to customize practices to adapt to student skills and ability. This allows teachers to help students with foundational skills that are not necessarily part of grade level curriculum. The Kuta Web Program can be used on Ipads, computers, laptops and Chromebooks.

The Principal of the San Ysidro Middle School is requesting approval to implement this program, which will benefit students and teachers during the Distance Learning.

RECOMMENDATION:

Approve/Ratify the Renewal license agreement with Kuta Software LLC for the Math Web Program for San Ysidro Middle School at the total cost of \$691.76 from the C.A.R.E.S. Act Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

000006074

\$691.76
(Amount)

CARES Act Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Kuta Software I.LC
 6308 Holland Meadow Lane
 Gaithersburg, MD 20882-1236

Invoice #23326

For PO # 6721

Phone: (877) 563-2285 Fax: (866) 740 7994 Orders@KutaSoftware.com

Terms: Net 30

Invoice Date: 10/26/20

Ship: 10/26/20

Via: Download

Bill To

San Ysidro
 Attn: Accounts Payable
 4350 Otay MESA Rd
 San Ysidro, CA 92173

Ship To

San Ysidro
 4350 Otay MESA Rd
 San Ysidro, CA 92173

Qty	Item Code	Description	Each	Amount
1	D/L - IPA - Site	San Ysidro Middle School Infinite Pre-Algebra - Three-year license for one campus of one school D/L, 1-PAMD-J67T-38VS-6U5Q (BEING RENEWED)	360.00	360.00
1	D/L - IA1 - Site	Infinite Algebra 1 - Three-year license for one campus of one school D/L, 1-A1M7-HWD3-54HF-WE78 (BEING RENEWED)	360.00	360.00
1	D/L - IGE - Site	Infinite Geometry - Three-year license for one campus of one school D/L, 1-GEMW-X9BH-HJ91-VCCEM (BEING RENEWED)	360.00	360.00
	Renewal Discount	Discount for renewing software		-438.00
		Serial numbers and download information electronically delivered to araceli.felix@syzdschools.org on Monday, October 26, 2020 at 09:03 AM		
		All license changes successfully executed -- ODC		
		Sales Tax Not Collected	0%	0.00
		San Ysidro School District Board approved: _____ _____ Marilyn Adrianzen, CBO		
Total				\$642.00

Remit payment to address above.

Pay online at kutasoftware.com/pay

Please include invoice number with your payment.



Kuta Software LLC
6308 Holland Meadow Lane
Gaithersburg, MD 20882

Site License Renewal

Products to Renew

Adds three years to the expiration date or begins a new three-year period for licenses that have expired. Products to be renewed must all be licensed to the same site.

Product	Serial Number (Ex. 1-A1MX-A1B2-C3D4-E5F6)
Infinite Pre-Algebra	1-PAMD-J67T-38VS-6U5Q
Infinite Algebra 1	1-A1XX-CMEK-W959-R755
Infinite Geometry	1-GEMW-X9BH-HJ91-VCEM

To locate your serial number, run the software and click on the menu Help > About. If your software has expired and you can't reach the main menu, click Deactivate and your serial number should appear (then click Cancel). If none of these work, visit our website and click Support > Serial Number Look Up.

Products to Add

New products each begin a three-year license period. New products must be used at the same site as products being renewed.

- Add Infinite Pre-Algebra
- Add Infinite Algebra 1
- Add Infinite Geometry
- Add Infinite Algebra 2
- Add Infinite Precalculus
- Add Infinite Calculus

Example

You would like to renew:
Infinite Pre-Algebra
Infinite Algebra 1

You would like to add:
Infinite Geometry

This is renewing two products and adding one product.
This costs \$721.

Products to add

Products to renew

	Zero	One	Two	Three	Four	Five
One	\$262	\$536	\$800	\$1,063	\$1,324	\$1,585
Two	\$452	\$721	\$986	\$1,248	\$1,510	
Three	\$642	\$909	\$1,173	\$1,435		
Four	\$832	\$1,097	\$1,361			
Five	\$1,022	\$1,286				
Six	\$1,211					

Total Price

Price from table	\$642.00
Tax	\$49.76
<small>Tax-exempt schools attach exemption certificate.</small>	<small>Include tax in WI, PA, NJ, IL (6.25% only)</small>
TOTAL	\$691.76

All prices are in US dollars.

Site Information

School & Campus	San Ysidro Middle School		
Address	4345 Otay Mesa Road		
City	San Diego	State	CA
		Zip Code	92154
Country	United States		

Deliver Software To

Email
Phone

Payment Method

Credit Card: Only mail or phone-in credit card numbers. Email and fax are insecure.

Check payable to Kuta Software LLC.

Purchase order. Attach a signed copy.

Card Number		
Expiration Date		
Name on card		
Billing Address		
City	State	Zip Code
Country		

Send to:

Kuta Software LLC
6308 Holland Meadow Lane
Gaithersburg, MD 20882

Fax: (866) 740-7994 orders@kutasoftware.com
Phone: (877) 563-2285

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 12, 2020

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH UNITED PLUMBING HEATING AIR & ELECTRIC

BACKGROUND INFORMATION:

On occasions it is necessary to call an outside company for repairs at our facilities. These are repairs that go above and beyond the expertise of our staff. United Plumbing Heating Air & Electric (United) is an experienced company in several types of repairs. The District would like to enter into an agreement with United to provide the following services:

- Plumbing: \$176.30/hr
- Electrical: \$168.45/hr
- Heating & Air: \$168.00/hr

RECOMMENDATION:

Approve the agreement with United Plumbing Heating Air & Electric to provide services during fiscal year 2020-21 on an “as needed” basis and in an amount not to exceed \$40,000.00 from the Routine Restricted Maintenance Account.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

NOT TO EXCEED
\$40,000.00
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of November 2020, by and between the San Ysidro School District, hereinafter called the "District", and

United Plumbing Heating Air & Electric
Company/Consultant

1-800-233-1950
Telephone Number

10320 Camino Santa Fe, Suite E, San Diego, CA 92121
Address

Unitedwestand95@yahoo.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: 11-13-20 To: 06-30-20 "as needed" basis

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(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").

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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:	United Plumbing, Heating, Air & Electric	
Name:	Robert Redd	
Title:	Service Manager	
Address:	10320 Camino Santa Fee, Ste E	
City/State/Zip Code:	San Diego, CA 92121	
Telephone:	(800) 233-1950	
Email:		

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director, MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

integrated Agreement.

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE 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 _____



10320 CAMINO SANTA FE SUITE E SAN DIEGO CA 92121 CA LIC#321580 800-233-1950

Hourly Rate Determination

09/14/2020

Re: San Ysidro School District
4350 Otay Mesa Rd San Ysidro Ca 92173

Attention: Paulo

General prevailing wage hourly rate for the listed trades we can execute.

- ✓ Plumbing: \$176.30Hr
- ✓ Electrical: \$168.45Hr
- ✓ Heating & Air: \$168.00Hr

Rates subject to change during overtime hours, weekends, or holidays.

If you have any additional questions, please feel free to give us a call at 800-233-1950.

Robert Redd

Service Manager

Unitedwestand95@yahoo.com

800-233-1950