

**San Ysidro School District
Governing Board**

**ORGANIZATIONAL MEETING
AGENDA**

Thursday
December 13, 2018
5:00 p.m.

WELCOME

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

San Ysidro Middle School
Multicultural Complex
4345 Otay Mesa Road
San Ysidro

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, NOVEMBER 8, 2018
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, November 8, 2018 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **Willow School – 226 Willow Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

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

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

Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk - *Absent due to a class*
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member - *Absent*

3. AGENDA

The Board approved the agenda for the meeting.

Motion: Pallasigue Second: Lopez Vote: 3-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:03 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION

(Colom/Madera)
(Subdivision (d)(1) of Government Code Section 54956.9)
Name of Case: Special Education Due Process Hearing Student vs. SYSD;
OAH Case No.: 2018090527

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

5.3 GOVERNMENT CODE SECTION 54957.6 (Adrianzen)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Daniel Zummo, Executive Director of Human Resources
Employee Organizations:

San Ysidro Education Association/CTA
Classified School Employees Associations, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

5.4 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

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

The Board had nothing to report from Closed Session.

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

- 7. ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
 - Mrs. Rosaleah Pallasigue, President
 - Mrs. Irene Lopez, Vice-President
 - Mr. Marcos A. Diaz, Clerk - *Absent due to class*
 - Mr. Rodolfo Linares, Member
 - Mr. Antonio Martinez, Member - *Absent*

8. FLAG SALUTE by Rosaleah Pallasigue, Board President

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS

- 9.1** Pathways: Vista Del Mar Cheer - Omar Calleros
- 9.2** Reclassified Fluent English Proficient Students: Willow, Sunset, Smythe and La Mirada - Cynthia Gonzalez
- 9.3** ELAC Presidents & DELAC Representatives: Willow, Sunset, Smythe and La Mirada - Kelli Hay
- 9.4** Juan Pedraja and Belinda Meza: Outstanding Service to Students - Manuela Colom

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

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

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

Gloria Esquivez, Parent, Commented, 1) Thanked Board Member Linares for helping with her son’s education. 2) She’s learned a lot from Board Member Linares and he’s done a lot for Sunset School and all the schools. 3) Board Member Linares is respectful, talks to all parents and always responds to everyone’s messages. 4) It’s sad that he’s leaving. He cleaned up the district and it was necessary. 5) Her son will be in a championship tournament and if he wins, he will dedicate his belt to Board Member Linares. 6) Board Member Linares will be missed.

Arturo Aviña, Community Member, Commented, 1) He is a retired psychologist and wanted to volunteer his services for the district. He was told that he couldn't because his position as a professional required that he be paid. 2) Shared concerns about the volunteer guidelines and asked the Board to reconsider.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

President Pallasigue, Commented, 1) She is sad to see Board members leave, but is also excited for who is coming in and hopes that the Board can work together. 2) She is looking forward to the new season. 3) Appreciates Board Member Linares. He was a voice for the community and stood up for what he believed in. Wished him the best of luck. She knows that he will continue to care for this district. 4) She wants to go into next year taking an aggressive look at what we will do with the Beyer property. 5) Looks forward to next year, and to the the parent task force.

Vice-President Lopez, Commented: 1) Thanked staff for stepping up and giving their time to the after school program. 2) Thanked Mr. Bojorquez and staff for hosting the Board meeting. 3) It's nice to see the DELAC and ELAC recognized. We need more representatives to come to these meetings. 4) Working together, we can do a lot for our community and our students. 5) Thanked Dr. Potter for inviting the Board to school visits, including on Halloween in costumes. 6) A lot of our teachers have the talent to write grants. We should work together and write grants to bring money to our district. 7) Thanked everyone that supported her.

Member Linares, Commented: 1) Thanked everyone that supported him. 2) Acknowledged and thanked Monica for being a loyal soldier for the district for many years. 3) Recognized and thanked Mr. Burciaga, Sunset Principal, for helping with his son for six years. He is very grateful. 4) He respects the Board even though they don't always agree. 5) Told the Board to never relinquish your power, never create division, try to be united, keep an eye on all aspects of the district, especially, the attorneys we hire. Doesn't want to disrespect anyone, but we are all businessmen. 6) Recommended that the Board read the May 24, 2016 Grand Jury Report. Read the findings on page ten of the report. 7) He asked the former administration to send the Board to trainings, but it benefitted them to keep the Board uninformed. An ignorant Board is easy to control. 8) Recommended that the Board not delegate their duties. Asked the Board to get informed, trust but verify and get a second opinion. Never trust one law firm. 9) Acknowledged Dr. Potter for recognizing that we need different law firms. 10) He will keep an eye on the administration, Board and legal. 11) He is sure it will be fine as long as the Board and administration work together for the common good, our students.

Superintendent Potter, Commented: 1) Thanked Board Member Linares for his service and leadership. 2) Thanked Mr. Bojorquez and Connie for hosting the Board meeting. 3) Attended the PIQE's Parent graduation at Willow School where fifty-seven parents graduated and at Smythe School where thirty-one parents graduated. 4) Cabinet and Board Members visited La Mirada and Sunset. Thanked La Mirada and Sunset principals for their hard work in making a great place for students to learn. 5) Commended our Child Nutrition Department for being chosen and highlighted in a video featuring the California Food for California Kid's Initiative. Thanked Ana Bush for coordinating the filming opportunity featuring our kitchens taking food that we grow and incorporate in our meals. 6) Visited VDM Middle and thanked Guillermina Sandez for teaching the students leadership. 7) Announced that teddy bears are being collected for the San Ysidro Women's Club Teddy Bear event on December 14, 2018, at the MCC at 5:00 p.m. 8) Thanked principals for their Coffees with the Principal. 9) Thanked Daniel Chavez for coordinating the employee benefits fair and Omar Calleros for coordinating the Lights On After School programs with the YMCA. 10) Mentioned that SYMS and Zenaida's Kindergarten class at Smythe had beautiful Dia De Los Muertos altars. 11) SYMS and VDM took one hundred twenty students to SDSU for the Compact for Success event. Board Member Linares attended and brought his son. 12) Thanked Hearts and Hands for feeding our community.

12. CONFERENCE SESSION

Reports/Presentations

12.1 California Dashboard Local Indicators and Overview - Manuela Colom/Kelli Hay

12.2 Gifted and Talented Education Program - Manuela Colom/Cynthia Gonzalez

13.1

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13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of October 11, 2018.

Motion: Pallasigue Second: Lopez Vote: 3-0

13.2 ORGANIZATIONAL MEETING (Potter)

The Board approved Thursday, December 13, 2018, at 5:00 p.m. in the Multicultural Complex at San Ysidro Middle School as the date, time and place for the annual Organizational Meeting of the Governing Board per Education Code section 35143.

Motion: Pallasigue Second: Linares Vote: 3-0

13.3 RESOLUTION NO. 18/19-0027 TO CLAIM LOST DAY OF ATTENDANCE FOR THE PRESCHOOL & CHILD DEVELOPMENT PROGRAM (Colom/Reed)

The Board adopted Resolution No. 18/19-0027 to claim a lost day of attendance for the Preschool & Child Development Program due to the power outage on September 10, 2018.

Motion: Pallasigue Second: Lopez Vote: 3-0

13.4 RESOLUTION NO. 18/19-0028 (Gonzales)

The Board adopted resolution authorizing teacher services for Eriberto Garcia to continue to teach Project Lead The Way (PLTW) curriculum under Education Code Section 44256(b).

Motion: Lopez Second: Pallasigue Vote: 3-0

13.5 CONFLICT OF INTEREST CODE: LOCAL GOVERNMENT AGENCY BIENNIAL REVIEW (Potter)

The Board adopted Resolution No. 18/19-0034 adopting a Conflict of Interest Code and its Appendix of Designated Employees and Disclosure Categories.

Motion: Pallasigue Second: Lopez Vote: 3-0

13.6 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR PATHWAYS EXTENDED LEARNING PROGRAM (Gonzales)

The Board approved/ratified Memorandum of Understanding between the San Ysidro School District and the California School Employees Association for the SYSD Pathways stipend signed on October 25, 2018.

Motion: Lopez Second: Pallasigue Vote: 3-0

13.7 NAMING OF FACILITY AT WILLOW ELEMENTARY (Mata)

Informational Only. The District will adhere to the Board Policy for Naming of Facility, BP7310(a), which includes the Board appointing a Citizen Advisory Committee to review name suggestions and submit recommendations for the Board's consideration.

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar items 14B.8 and 14B.18 for discussion and to be voted on separately.

Motion: Pallasigue Second: Linares Vote: 3-0

14A. CURRICULUM & INSTRUCTION**14A.1 PROFESSIONAL DEVELOPMENT (Colom)**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Lorena Vega, Joanna Velasco, Eli Garcia-Solis, Maria E. Lopez, Hector Vazquez, Alice Garcia, Jasmin Lopez, Daniel Sandoval, Martha L. Silva, Amy Ramirez	CASTO Annual Transportation Workshop	Poway	November 10, 2018	\$4,588.00 + mileage	General Fund
Denise Villezcas, Miguel Aguilera, Martha Murillo, Anais Medina F., Erika Patrick I., Rebeca Ackerman, Manuel Paul	Cognitive-Behavior Techniques for Educators	SCREC	November 8, 2018	\$0	No Cost
Amber Elliott, Araceli Felix, Patricia Caro, Daniel Chavez	CASBO Fall Classic Workshop	Escondido	October 12, 2018	Mileage	General Fund
Manuela Colom	2019 CISC Leadership Symposium	Anaheim	February 20-22, 2019	\$1,500.00	Supplemental and Concentration Fund
Kelli Hay	Legislative Update	SDCOE	November 27, 2018	\$65.00	General Fund
Kelli Hay, Sara Almeida	InterDistrict Transfer Essentials	SDCOE	January 17, 2019	\$0	No Cost
Luis Ramos, Diane Steele, Catalina Jauregui, Russell Little, Efrain Burciaga, Erika Meza, Manuel Bojorquez, Consuelo Carranza, Maria Rodriguez, Marlo Vazquez,	Nonviolent Crisis Intervention (CPI) Flex Participant Seats	TBD	November, 2018	\$1,280.00	Title II Fund

Nadia Aviles, Lorena Varela, Adriana Garcia, Maida Gonzalez, Veronica Aguayo, Rodrigo Amezquita, Monica Olivan, Rafael Estrada, Marisela Gonzalez, Nirvana Bustos, Andrea Counts, Anais Flores, Marcos Mendoza, Joanna Ynostroz, Miguel Aguilera, Alana Arciaga, Nohemi Yescas, Gabrielle Rodriguez, Erika Patrick, Thelma Sotelo, Others TBD					
Limit of 2 parents and 2 teachers per site. TBD	2018 CABA	Chula Vista	November 3, 2018	\$2,800.00	Title III Fund
Marilyn Adrianzen, Amber Elliott	CASBO - Management & Supervision Workshop	National City	November 2, 2018	\$890.00 + mileage	General Fund
Erin Cuevas, Jenielle Ednalino, Cinthia Nunez, Lourdes Vallin	Restorative Practices Training of Trainers				

14B. BUSINESS

14B.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period September 25, 2018 through October 23, 2018.

14B.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of September 28, 2018 through October 22, 2018 for a total expenditure of \$1,529,760.51.

14B.3 AGREEMENT WITH DR. JILL WECKERLY FOR SCHOOL YEAR 2018-2019 (Colom/Madera)

The Board approved the agreement with Dr. Jill Weckerly, an independent educational evaluator, to provide an independent psychoeducational evaluation for a student with special needs at a cost up to \$2,800.00 from the Special Education fund.

14B.4 AGREEMENT WITH TERI INC. (ALSO KNOWN AS TERI CRIMSON CENTER) FOR SPEECH AND LANGUAGE PATHOLOGY (Colom/Madera)

The Board approved the agreement with Teri Inc. (also known as Teri Crimson Center), to provide an independent speech evaluation for a student with special needs during school year 2018-19 at a cost up to \$1,500.00 from the Special Education fund.

14B.5 AGREEMENT WITH HOLLANDIA DAIRY INC. VIA THE NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM OF SAN DIEGO COUNTY (Adrianzen)

The Board ratified the renewal agreement with Hollandia Dairy Inc. via the North County Educational Purchasing Consortium (NCEPC) Bid No. CNS1617-1004 to provide milk and dairy products during school year 2018-19.

14B.6 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ACES ACADEMY FOR 2018-2019 SCHOOL YEAR - REVISED (Colom/Madera)

The Board approved the revised San Diego County Nonpublic School Master Contract with ACES Academy to provide nonpublic school placement to students with special needs per their IEP during school year 2018-2019 at an estimated cost up to \$83,693.36 from the Special Education fund.

14B.7 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT -AMENDMENT NO. 1 (Colom/Reed)

The Board ratified Amendment No. 1 to the California State Department of Education Contract No. CSPP-8470 for the Preschool & Child Development Programs fiscal year 2018-2019 increasing the maximum reimbursable amount from \$1,280,090.00 to \$1,344,273.00.

14B.8 AGREEMENT WITH CONAN CONSTRUCTION INC. - CHANGE ORDER NO. 1 (Adrianzen/Branch)

The Board ratified Change Order No. 1 to the agreement with Conan Construction Inc. to provide services necessary for the completion of the projects at Ocean View Hills and Vista Del Mar Schools in the amount of \$27,700.20, which incorporates Change Order Request Nos. 1R3, 2R3 and 3R1 and uses the in-contract contingency in full for a new contract total of \$994,700.20 from General, Certificates of Participation, and/or Capital Facilities Funds.

Motion: Pallasigue Second: Linares Vote: 3-0

14B.9 AGREEMENT WITH DATEL SYSTEMS INC. (Adrianzen/Branch/Lewis)

The Board approved the agreement with Datel Systems Inc. to provide professional services to identify the current analog telephone line condition at La Mirada and Smythe Schools at a cost up to \$1,040.00 from the General fund.

14B.10 AGREEMENT WITH SILVER CREEK INDUSTRIES – CHANGE ORDER NO. 2 (Adrianzen/Branch)

The Board approved Change Order No. 2 with Silver Creek Industries Inc. to provide integrated walk off mats at each of the 4 new portable classrooms in Ocean View Hills School at an additional cost of \$1,460.66 from the Capital Facilities Fund.

14B.11 RESOLUTION NO. 18/19-0029 – BOARD COMPENSATION FOR MISSED MEETINGS (Potter)

The Board adopted Resolution No. 18/19-0029 recognizing that Rosaleah Pallasigue was absent from the Special Board Meeting of August 24, 2018 due to hardship and received the maximum monthly compensation for that month.

14B.12 RESOLUTION NO. 18/19-0030 – BOARD COMPENSATION FOR MISSED MEETINGS (Potter)

The Board adopted Resolution No. 18/19-0030 recognizing that Irene Lopez was absent from the Special Board Meeting of August 9, 2018 due to hardship and received the maximum monthly compensation for that month.

RESIGNATION (Gonzales)

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

14C.6 Classified Staff

14D. PERSONNEL – CERTIFICATED

EMPLOYMENT (Gonzales)

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

14D.1 Substitute Teachers

14D.2 Classroom Teacher

RESIGNATION (Gonzales)

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

14D.3 Certificated Staff

President Pallasigue made the motion to adjourn, seconded by Member Linares. The vote was 3-0.

15. ADJOURNMENT Time: 8:09 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE:

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

FROM:
Department/School Name
Name of Administrator or Principal

INITIAL: gap
 Informational
 Action

AGENDA ITEM: DATE, TIME AND PLACE OF GOVERNING BOARD MEETINGS

BACKGROUND INFORMATION:

Education Code Section 35140 requires that the governing board of any school district shall by rule and regulation fix the time and place for its regular meetings.

RECOMMENDATION:

Approve the regular Governing Board meetings from January through December 2019 at 5:00 p.m., at the District Office and at each school at least once a year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed:

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

Yes No

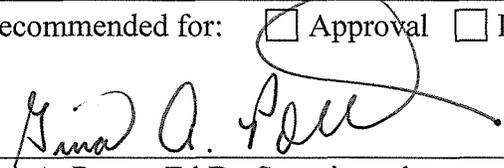
N/A
(Amount)

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

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



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

Governing Board Meeting Schedule
January – December 2019
5:00 p.m.

January 24, 2019	Education Center
February 21, 2019	Sunset School
February 28, 2019	Education Center
March 14, 2019	Smythe School
April 11, 2019	Vista Del Mar School
May 9, 2019	La Mirada School
June 6, 2019	Education Center
June 13, 2019	Education Center
July 11, 2019	Education Center
August 8, 2019	Education Center
September 12, 2019	San Ysidro Middle School
October 10, 2019	Ocean View Hills School
November 14, 2019	Willow School
December 19, 2019	San Ysidro Middle School

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

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

INITIAL: gap
 Informational
 Action

AGENDA ITEM: 2019 CSBA DELEGATE ASSEMBLY NOMINATIONS

BACKGROUND INFORMATION:

The San Ysidro School District is a member of the California School Boards Association (CSBA). CSBA is a nonprofit education association representing the elected officials who govern public school districts and county offices of education.

The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state.

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly nominations must be made by Governing Boards within their geographical region or subregion. Region 17, San Diego County, has seven vacancies. Delegate Assembly members are elected at large from all of the nominations received by their geographical region or subregion. Nominations are to be submitted by January 7, 2019.

RECOMMENDATION:

Nominate, in accordance with CSBA Bylaws, Board members in Region 17 as candidates for election to the CSBA Delegate Assembly 2019-2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MLW

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes No

Yes No

N/A

(Amount)

N/A

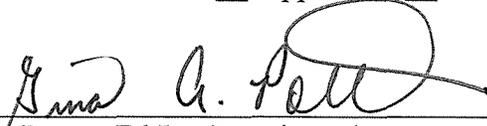
(Name of funding source and/or location)

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

October 26, 2018

MEMORANDUM

To: CSBA Member Boards
From: Mike Walsh, CSBA President
Re: Call for Nominations to CSBA's Delegate Assembly

DEADLINE: Monday, January 7, 2019
IF NOMINATING, BOARD ACTION REQUIRED
Please deliver to all governing board members. See envelope label for Region/Subregion number or visit <https://www.csba.org/About/Leadership/CSBARegions>

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, and Executive Committee, Delegates ensure that the Association promotes the interests of California's school districts and county offices of education.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Monday, January 7, 2019**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion.
- A member board may nominate as many individuals as it chooses, but only one nomination form per nominee.
- All nominees must serve on a CSBA member boards and must give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form.
- An optional one-page, one-sided résumé may also be submitted, but cannot be substituted for the biographical sketch form.
- It is the nominee's responsibility to confirm that all nomination materials have been received deadline. Late submissions will not be accepted.
- The nomination form, candidate biographical sketch form, and optional resume may be returned by Monday, January 7, 2019, via the following methods. Please choose only one method:
 - E-mail to nominations@csba.org by 11:59 p.m.
 - Fax to (916) 371-3407 by 11:59 p.m.
 - Postmarked by U.S.P.S. no later than January 7, 2019.

Elected Delegates serve a two-year term beginning April 1, 2019 through March 31, 2021. There are two required Delegate Assembly meetings each year. In 2019, the dates are May 18-19 in Sacramento and November 4-5 in San Diego. *District eligible to appoint a member of their board to the Delegate Assembly will receive a separate communication from CSBA.* However, districts that appoint may also nominate board members to run for the Delegate Assembly.

The nomination form and current list of CSBA Delegates with their expiration terms are attached. Terms that end in 2019 are up for election. All materials related to the nomination process for elected Delegates are available to download at www.csba.org/ElectionToDA. For more information, please contact the Executive Office at (800) 266-3382. Thank you.

Enclosures: Nomination Form, Candidate Biographical Sketch Form, Delegate Assembly Roster
S:\EO\Nominations & Elections\DA\For 2019 elections\Nominations\nominations memo.docx

Region 17

County: San Diego

The following is a list of all delegates whose terms expire in 2019. They are up for re-election and must be nominated by a CSBA member district.

Leslie Ray Bunker	(Chula Vista ESD)
Al Guerra	(Alpine Union SD)
Beth Hergesheimer	(San Dieguito Union HSD)
Tamara Otero	(Cajon Valley Union SD)
Dawn Perfect	(Ramona USD)
Barbara Ryan	(Santee SD)
Louis Smith	(Coronado USD)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: llw
 Informational
 Action

AGENDA ITEM: FIRST INTERIM FINANCIAL REPORT FOR 2018-19

BACKGROUND INFORMATION:

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

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

Please note that Education Code sections 42130 and 42131 require that Interim Reports be submitted to the Governing Board on the SACS forms, the format prescribed by the State Superintendent of Public Instruction. Per the Education Codes indicated above, the District hereby submits the 2018-19 First Interim Report with a **Qualified Certification** for Governing Board review and approval. (REPORT UNDER SEPARATE COVER)

The 2018-19 First Interim Report will be available to the public on the District’s website after Governing Board’s approval.

RECOMMENDATION:

Approve 2018-19 First Interim Financial Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u>llw</u>
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
N/A (Amount)	N/A (Name of funding source and/or location)	(Funding account number)

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

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: _____
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0035 REQUESTING A TEMPORARY TRANSFER OF FUNDS

BACKGROUND INFORMATION:

Education Code section 42620 provides that the County Treasurer can loan funds to school districts in the event the school district runs short of cash. In order to get over the cash shortages in March, April, May and/or June, school districts can borrow up to 85% of the Principal Apportionment accruing to the district by June 30, 2019, and be repaid when the Principal Apportionment payments are received (July and August, 2019). Borrowing expenses will be determined by market conditions at the time funds are borrowed.

RECOMMENDATION:

Approve and Adopt Resolution No. 18/19-0035 requesting a temporary transfer of funds in the amount of \$13,910,120.00 from the County Treasury as needed for the 2018-19 fiscal year. Marilyn Adrianzen, Chief Business Official, will provide a brief explanation of this item as it relates to payroll.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: _____

Financial Implications?

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

Requisition #

Yes No

Yes No

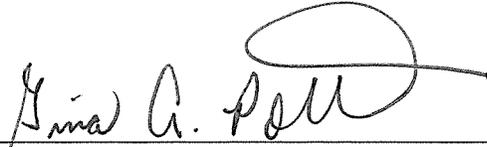
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**RESOLUTION #18/19-0035
PRINCIPAL APPORTIONMENT**

RESOLUTION OF GOVERNING BOARD OF SAN YSIDRO SCHOOL DISTRICT
REQUESTING TEMPORARY TRANSFER OF FUNDS

On motion of member _____, seconded by member _____
the following resolution is adopted:

WHEREAS, the California Constitution, Article XVI, Section 6 and Education Code section 42620 or 85220 provide that the Treasurer of the County of San Diego (Treasurer) shall have the power and it shall be his duty to make such temporary transfer from the funds in his custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by any district whose funds are in his custody and are paid out solely through his office; such temporary transfer of funds shall be made only upon resolution adopted by the governing board of the County to make such temporary transfer; such temporary transfer of funds shall not exceed 85% of anticipated revenue accruing to the District, shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, and shall be replaced from the revenues accruing to such District before any other obligation of the District; and

WHEREAS, on 12-13-2018, the Governing Board will/has:

- Adopt(ed) a tentative budget (community college only)
- Adopt(ed) a final budget (community college only)
- Adopt(ed) an original budget (K-12 school district only)
- Adopt(ed) a revised budget (community college or K-12 school district)

for this District for the fiscal year 2018-19 pursuant to the provisions of Education Code sections 42127 or 70901, and the revenue type(s) accruing to the District for said fiscal year are estimated to be as follows:

<u>Revenue Type(s)</u>	<u>Estimated Amount(s)</u>
<input type="checkbox"/> Property Taxes	\$ _____
<input checked="" type="checkbox"/> Principal Apportionment(s)	\$ <u>25,975,947</u>
<input type="checkbox"/> Education Protection Account	\$ _____
	\$ <u>25,975,947</u> Total

and

WHEREAS, the revenue type(s) and amount(s) accrued to this District during the 2017-18 fiscal year were as follows:

<u>Revenue Type(s)</u>	<u>Amount(s)</u>
<input type="checkbox"/> Property Taxes	\$ _____
<input checked="" type="checkbox"/> Principal Apportionment(s)	\$ <u>23,076,366</u>
<input type="checkbox"/> Education Protection Account	\$ _____
	\$ <u>23,076,366</u> Total

and

WHEREAS, it is necessary to provide funds for meeting obligations incurred for maintenance purposes by this District; AND NOW THEREFORE

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**RESOLUTION #18/19-0035
PRINCIPAL APPORTIONMENT**

IT IS RESOLVED AND ORDERED pursuant to the provisions of the California Constitution, Article XVI, Section 6, and Education Code section 42620 or 85220 as follows:

1. The Board of Supervisors of the County of San Diego is requested to direct the Treasurer to make a temporary transfer from the funds in his custody on or before the last Monday in April, 2019 to this District to meet obligations incurred for maintenance purposes in the amount of \$ 13,910,120, which does not exceed a total of 85% of remaining:

Revenue Type(s)

 Property Taxes
 x Principal Apportionment(s)
 Education Protection Account

accruing to the District by June 30, 2019, as certified by the District Superintendent and verified by the County Auditor and Controller.

2. Funds will be transferred to this District by the Treasurer in sums as requested by the District Superintendent and certified by him/her to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the District not to exceed the maximum amount herein specified, provided the Treasurer determines that funds in his custody are available for such transfers.
3. Repayment of the funds is anticipated to be made from the:

Revenue Type(s)

 Property Taxes
 x Principal Apportionment(s)
 Education Protection Account

accruing to the District, however the District recognizes that the source of repayment may be from other revenues accruing to the District before any other obligation. Interest on any transferred funds will accrue and be payable by the District, at the greater of the same interest rate the County of San Diego Investment Pool is earning or a proxy TRAN cost as determined by the market until the entire amount transferred is repaid. Each month, the appropriate interest rate to be used will be identified, and the resulting calculated interest will be charged.

4. The Clerk/Secretary of this Board is directed to file a copy of this resolution with the Board of Supervisors, the County Superintendent of Schools, the County Auditor and Controller, and the County Treasurer-Tax Collector.
5. Authorize the District Superintendent or designee to sign a Temporary Transfer Agreement consistent with the terms of this Resolution.

**RESOLUTION #18/19-0035
PRINCIPAL APPORTIONMENT**

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 13th day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, _____, Clerk of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

Date

Clerk of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM: Human Resources
Daniel Zummo, Executive Director

INITIAL: klw
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS)
FOR ADMINISTRATIVE SERVICES

BACKGROUND INFORMATION:

The San Ysidro School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP), a retirement incentive that may encourage senior Certificated Non-Management and Classified Non-Management employees to retire early. The goal of the program is to generate savings, or at a minimum, no cost to the District by increasing the number of retirements in the 2018-19 school year.

As the administrator of the Supplementary Retirement Plan (SRP), PARS will assist the District in the initial design, then undertake plan communication and enrollment and conduct all ongoing administration of the program. PARS will hold orientation meetings at District locations to provide information regarding the program to eligible employees and will be available for questions and additional information throughout the enrollment period. Pacific Life Insurance Company will serve as the plan insurer.

The District has successfully utilized PARS for early retirement program services in the past for other prior District offerings.

RECOMMENDATION:

Approve the agreement with Public Agency Retirement Services (PARS) for Administrative Services of the 2018 Supplemental Retirement Plan.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: klw

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this _____ day of _____, 2018, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the San Ysidro School District (“District”).

WHEREAS, the District is desirous of retaining PARS to act as administrator to assist the District in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (“Plan”), for the benefit of District’s eligible employees and their beneficiaries (“Participants”); and

WHEREAS, the District wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian and/or trustee to receive Employer Plan contributions (“Custodian”) designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time (“Insurance Company”) pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that District has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the District chooses to make payment directly to PARS, it shall be the responsibility of the District to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the District. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the District at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the District with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

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5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the District's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the District to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the District to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the District, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services to the extent such non-performance is caused by or results from erroneous and/or late delivery of Data from the District. In the event that the District fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the District.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the District for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the District with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the District access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the District's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the District and to parties retained by PARS to perform specific services within this Agreement. The District shall not disclose any information relating to the Plan to individuals not employed by the District without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the District nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and District hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from

any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or District's, as the case may be, negligent acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The District shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the District. Copies may be made for PARS but shall not be furnished to others without written authorization from District.
15. **Designees.** The District, or their designee, shall have the authority to act for and exercise any of the rights of the District as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the District through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To District: San Ysidro School District; 4350 Otay Mesa Road, San Ysidro, CA 92713; Attention: Chief Business Official

Notices shall be deemed given on the date received by the addressee.

17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning December 14, 2018 and will terminate following the benefit payment to the last surviving Participant and any residual interest earnings held in the Agency's custody account, if any, will be returned to the Agency. The Agreement will continue unchanged unless either party gives ninety (90) days written notice to the other party of the intent to terminate.
18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement and/or Trust Agreement as shall be required by PARS and/or the Custodian/Trustee.

DISTRICT:

BY: _____
Marilyn Adrianzen
TITLE: Chief Business Official
DATE: _____

PARS:
BY: _____
Tod Hammeras
TITLE: Chief Financial Officer
DATE: _____

EXHIBIT 1A
SERVICES

PARS will provide the following services for the San Ysidro School District:

1. Plan Consultation Services:
 - (A) Meeting with District personnel to discuss the impact to the District of implementing a Plan;
 - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by District, to determine the fiscal feasibility of a Plan;
 - (C) Meeting with District personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
 - (D) Making appropriate revisions to the fiscal analysis as directed by District.

2. Plan Installation Services:
 - (A) Meeting with District personnel to finalize Plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
 - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
 - (C) Providing the documentation needed to establish the Plan to be reviewed and approved by District legal counsel. Resulting final Plan documentation must be approved by the District prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 3 below.

3. Plan Administration Services:
 - (A) Monitoring the receipt of Plan contributions made by the District to the Custodian, based upon information received from the District and the Custodian;
 - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the District and/or Custodian;
 - (C) Acting as ongoing liaison between the Participant and the District in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
 - (D) Producing benefit illustrations and processing enrollments upon direction by District;
 - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written District certification of eligibility, authorized direction by the District, and the provisions of the Plan, and, to the extent possible, based upon District-provided Data;
 - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by District. The District is responsible for integrating the PARS analysis into any District budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the District agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the District on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the District, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the District agrees to pay a one-time fee equal to \$5,000.00. The fee will be billed to the District upon notice of cancellation of the Plan and it will be the responsibility of the District to pay this fee.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by District):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Contract Salary
 - (F) Years of District Service
 - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by District):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Address
 - (D) Participant's Birth Date
 - (E) Participant's Hire Date
 - (F) Participant's Contract Salary
 - (G) Years of District Service
 - (H) Retirement Date
3. Executed Legal Documents (provided by District):
 - (A) Certified Board Resolution
 - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
 - (C) Custodial Agreements/Disclosure Forms
 - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by District):
 - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
 - (A) Correction Form
 - (B) Enrollment Form
 - (C) Beneficiary Designation Form
 - (D) Tax Withholding Form
 - (E) Proof of Age
 - (F) Letter of Resignation

EXHIBIT 1D
INSURANCE REQUIREMENTS

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

- (1) **Time for Compliance.** PARS 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, PARS shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.
- (2) **Minimum Requirements and Limits.** PARS 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 PARS, 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 or its equivalent 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.
2. **Automobile Liability:** ISO Form Number CA 00 01 or its equivalent covering any auto (Code 1), or if PARS has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** combined single limit for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to PARS's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

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 PARS 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 PARS' insurance (ISO Form CG 20 10 11 85 or equivalent). If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, **PARS' 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 PARS' 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 (except for nonpayment for which ten (10) day notice is required) or nonrenewal of coverage for each required coverage. 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

PARS hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said PARS may acquire against the District by virtue of the payment of any loss under such insurance. PARS 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 PARS 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**, provided that such insurance is commercially available and at a reasonable cost.
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, PARS must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work, provided such coverage is commercially available and at a reasonable cost.

Verification of Coverage

PARS 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 PARS' 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.

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0038

BACKGROUND INFORMATION:

The San Ysidro School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP), a retirement incentive that may encourage senior Certificated Non-Management and Classified Non-Management employees to retire early. The goal of the program is to generate savings, or at a minimum, no cost to the District by increasing the number of retirements in the 2018-19 school year.

As the administrator of the Supplementary Retirement Plan (SRP), PARS will assist the District in the initial design, then undertake plan communication and enrollment and conduct all ongoing administration of the program. PARS will hold orientation meetings at District locations to provide information regarding the program to eligible employees and will be available for questions and additional information throughout the enrollment period. Pacific Life Insurance Company will serve as the plan insurer. Pacific Life is rated A+ (Superior) by A.M. Best.

The Supplementary Retirement Plan would provide participating employees with a tax-qualified annuity that (depending on participation) costs either 70% or 100% of their final year salary. This annuity is paid over a five-year period. The program requires all employees to resign from District employment at the end of the school year (no later than June 30, 2019).

The District has successfully utilized PARS for early retirement program services in the past for other prior District offerings.

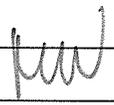
RECOMMENDATION:

Approve Resolution No. 18/19-0038 authorizing the adoption of a Supplementary Retirement Plan (SRP) administered by Public Agency Retirement Services (PARS) for eligible certificated non-management and classified non-management employees, provided there is sufficient employee participation.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

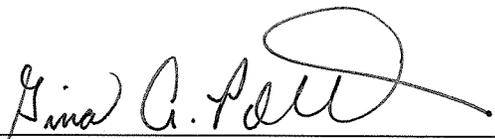
N/A
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

BOARD RESOLUTION 18/19-0038

2018-19 SUPPLEMENTARY RETIREMENT PLAN

WHEREAS it is determined to be in the best fiscal interest of the San Ysidro School District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Education of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District retirement program, effective December 14, 2018; and
2. The retirement incentive must meet the District's fiscal and operational objectives in order for the plan to go into effect. If these goals are not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Education of the District hereby appoints the Marilyn Adrianzen, Chief Business Official, or his/her successor or his/her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

_____, the Clerk of the Board of Education of the San Ysidro School District of San Diego County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 13th day of December, 2018, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 13th day of December, 2018.

Clerk of the Board

13.7
Page 2 of 2

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUPPLEMENTARY RETIREMENT PLAN

BACKGROUND INFORMATION:

Administration recommends approval of the attached Memorandum of Understanding between the San Ysidro School District and the California School Employees Association for the supplementary retirement plan.

RECOMMENDATION:

Approve/Ratify Memorandum of Understanding between the San Ysidro School District and the California School Employees Association for the supplementary retirement plan signed on November 28, 2018.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: *[Signature]*

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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



Quality education and opportunity for all students to succeed

**Memorandum of Understanding
Between
San Ysidro School District
And
California School Employees Association
And Its
San Ysidro Chapter Number 154**

November 28, 2018

This MOU is made by and between San Ysidro School District, hereinafter referred to as 'District', and the California School Employees Association and its San Ysidro Chapter 154, hereinafter referred to as 'CSEA', collectively hereinafter referred to as the 'Parties'.

This Memorandum of Understanding (MOU) is subject to the ratification by the members of the California School Employees Association (CSEA) and the Governing Board of the San Ysidro School District (SYSD).

The District will offer a supplementary retirement plan (SRP) at varied percentages from seventy to one hundred percent (70% - 100%) of the unit member's 2018/2019 final base pay as presented by the Public Agency Retirement Services (PARS) in the chart below.

Number of Eligible Employees	Retirements Needed	Percent of Final Pay Provided to Employees
63	12-13	70%
63	14+	100%

The eligible class of employees are attached hereto as "Attachment A".

Irrevocable resignations from District employment are to be effective no later than June 30, 2019 and must be submitted to PARS for transmitting to the District no later than **February 8, 2019**. If at the end of the enrollment period less than the minimum of twelve (12) eligible employees sign up for the SRP, the District at its sole option may not offer the plan, in which event those individuals who have submitted their irrevocable resignations/retirements will have the option of withdrawing them.



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If at least twelve (12) or more eligible employees sign up for the SRP, a fiscal analysis shall be conducted to determine the savings (or cost) to the District. Based on results, the Governing Board shall determine if the SRP shall proceed or be cancelled. If the Governing Board determines that the SRP be cancelled, individuals who have submitted their irrevocable resignations/retirements will have the option of withdrawing them.

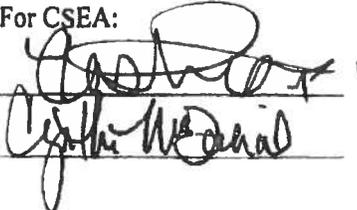
Payment shall be made by deposit to a 403(b) qualified Tax Sheltered Annuity (TSA) account through Pacific Life Insurance Company. The unit member shall select from the benefit options provided by PARS.

This MOU is for the 2018-2019 school year only and is non-precedent setting.

For District:



For CSEA:





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**Attachment A
Eligible Employee List**

- | | | |
|------------|------------|------------|
| 1. 166541 | 23. 330179 | 45. 174179 |
| 2. 483179 | 24. 217243 | 46. 243023 |
| 3. 185487 | 25. 173844 | 47. 436821 |
| 4. 415834 | 26. 227446 | 48. 334734 |
| 5. 447270 | 27. 400810 | 49. 250544 |
| 6. 452832 | 28. 100920 | 50. 500415 |
| 7. 330686 | 29. 429838 | 51. 274822 |
| 8. 478102 | 30. 194116 | 52. 442511 |
| 9. 436970 | 31. 181487 | 53. 130431 |
| 10. 136437 | 32. 310424 | 54. 282002 |
| 11. 173938 | 33. 141562 | 55. 235345 |
| 12. 477910 | 34. 128769 | 56. 313302 |
| 13. 287561 | 35. 510562 | 57. 603237 |
| 14. 132572 | 36. 417879 | 58. 506229 |
| 15. 160370 | 37. 410334 | 59. 207809 |
| 16. 217930 | 38. 136648 | 60. 227446 |
| 17. 199009 | 39. 153142 | 61. 478063 |
| 18. 415851 | 40. 180373 | 62. 301019 |
| 19. 284278 | 41. 235824 | 63. 130906 |
| 20. 424033 | 42. 110892 | |
| 21. 186475 | 43. 125597 | |
| 22. 142675 | 44. 252149 | |

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SAN YSIDRO EDUCATION ASSOCIATION FOR SUPPLEMENTARY RETIREMENT PLAN

BACKGROUND INFORMATION:

Administration recommends approval of the attached Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association for the supplementary retirement plan.

RECOMMENDATION:

Approve Memorandum of Understanding between the San Ysidro School District and San Ysidro Education Association for the supplementary retirement plan signed on October 30, 2018.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed:

Financial Implications?

Yes No

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

Yes No

Requisition #

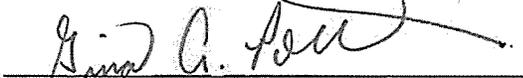
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



Quality education and opportunity for all students to succeed

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

October 30, 2018

This MOU is made by and between San Ysidro School District, hereinafter referred to as 'District', and the San Ysidro Education Association, hereinafter referred to as 'SYEA', collectively hereinafter referred to as the 'Parties'.

This Memorandum of Understanding (MOU) is subject to the ratification by the members of the San Ysidro Education Association (SYEA) and the Governing Board of the San Ysidro School District (SYSD).

If approved by the SYSD Governing Board, the District may offer a supplementary retirement plan (SRP) to certificated non-management employees at varied percentages from seventy to one hundred percent (70% - 100%) of the unit member's 2018/2019 final base pay as presented by the Public Agency Retirement Services (PARS) in the chart below.

Number of Eligible Employees	Retirements Needed	Percent of Final Pay Provided to Employees
45	7 - 9	70%
45	10+	100%

The eligible class of employees are attached hereto as "Attachment A".

Irrevocable resignations from District employment are to be effective no later than June 30, 2019 and must be submitted to PARS for transmitting to the District no later than February 8, 2019.

If at the end of the enrollment period less than the minimum of seven (7) eligible employees sign up for the SRP, the District at its sole option may not offer the plan, in which event those individuals who have submitted their irrevocable resignations/retirements will have the option of withdrawing them.



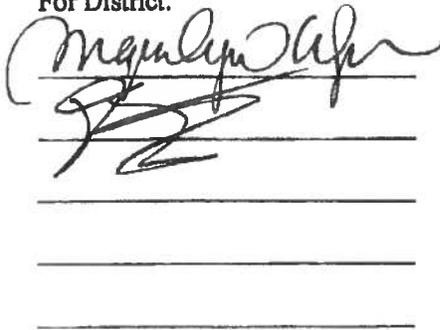
Quality education and opportunity for all students to succeed

If at least seven (7) or more eligible employees sign up for the SRP, a fiscal analysis shall be conducted to determine the savings (or cost) to the District. Based on results, the Governing Board shall determine if the SRP shall proceed or be cancelled. If the Governing Board determines that the SRP be cancelled, individuals who have submitted their irrevocable resignations/retirements will have the option of withdrawing them.

Payment shall be made by deposit to a 403(b) qualified Tax Sheltered Annuity (TSA) account through Pacific Life Insurance Company. The unit member shall select from the benefit options provided by PARS.

This MOU is for the 2018-2019 school year only and is non-precedent setting.

For District:



For SYEA





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Attachment A
Eligible Employee List

- | | |
|------------|------------|
| 1. 211103 | 24. 242104 |
| 2. 172133 | 25. 122942 |
| 3. 128269 | 26. 274306 |
| 4. 393341 | 27. 138970 |
| 5. 268109 | 28. 164831 |
| 6. 283272 | 29. 439229 |
| 7. 410070 | 30. 270750 |
| 8. 436294 | 31. 276586 |
| 9. 224965 | 32. 319580 |
| 10. 293067 | 33. 143057 |
| 11. 290821 | 34. 191689 |
| 12. 435054 | 35. 284143 |
| 13. 396228 | 36. 186275 |
| 14. 167787 | 37. 300635 |
| 15. 449398 | 38. 226886 |
| 16. 308586 | 39. 117801 |
| 17. 448303 | 40. 232514 |
| 18. 257110 | 41. 178205 |
| 19. 128506 | 42. 344088 |
| 20. 141171 | 43. 258366 |
| 21. 135040 | 44. 327330 |
| 22. 443147 | 45. 428168 |
| 23. 291245 | |

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: CITIZEN'S BOND OVERSIGHT COMMITTEE BY-LAWS

BACKGROUND INFORMATION:

In March 1997, the San Ysidro School District voters approved Proposition C, which authorized the District to sell up to \$250 million in General Obligation Bonds to finance the acquisition and improvement of real property for authorized school purposes. From 1997 to 2015 the District issued nine series of GO bonds totaling approximately \$217 million. Since these bonds were passed prior to Proposition 39, a Citizens' Bond Oversight Committee ("CBOC") was not required by State Law nor was there such provisions in the measure approved by the voters.

However, in the interest of transparency and accountability to the public and community it serves, the District has elected to form a CBOC for oversee the remainder of expenditures the District may make of Proposition C bond funds. To that end, the District has prepared the attached CBOC By-Laws for the Board's consideration and potential approval. These CBOC by-laws are based on the By-Laws used by other local school districts and contain the statutory requirements for membership and oversight duties applicable to current Proposition 39 bond ballot measures.

RECOMMENDATION:

Approve the Citizens' Bond Oversight Committee Bylaws. Marinovich Consulting and Marilyn Adrianzen, Chief Business Official, will provide presentation of the Bond Oversight Committee Bylaws.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: 	
Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; text-align: center;">N/A</div> (Amount)	<div style="border: 1px solid black; padding: 5px; text-align: center;">N/A</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; text-align: center;"> </div> (Funding account number)

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



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

**SAN YSIDRO SCHOOL DISTRICT CITIZENS' OVERSIGHT
COMMITTEE BY LAWS**

Section 1. Background. In March 1997, the San Ysidro School District voters approved Proposition C, which authorized the District to sell up to \$250 million in General Obligation Bonds to finance the acquisition and improvement of real property for authorized school purposes. From 1997 to 2015 the District issued nine series of GO bonds totaling approximately \$217 million. Since these bonds were passed prior to Proposition 39 in 2000 (Smaller Classes, Safer Schools and Financial Accountability Act), a Citizen's Bond Oversight Committee was not required by State Law nor was there such provisions in the measure approved by the voters.

The Oversight Committee is formed to implement a recommendation of the "Grand Jury Audit of the San Ysidro School District Bonds" prepared by the County of San Diego Office of Audit and Advisory Services where it stated: "implement a Bond Oversight Committee to monitor SYSD's use of remaining bond proceeds." Based upon the Grand Jury recommendations, The Oversight Committee will be independent, vigorous in its efforts, and promptly alert and report, to the public, any waste or improper expenditure of school construction bond money.

While the General Obligation Bond measure passed prior to 2000, needed a 2/3 voter approval, and did not require a Citizens Bond Oversight Committee, the Citizens' Oversight Committee By Laws is adopted and established by the Board of Trustees ("Board") of the District using the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division 1 of Title 1 of the California Education Code 15264 et seq., (hereinafter the "Law") and pursuant to Education Code Section 35160 which governs Oversight Committees established pursuant to Proposition 39 in 2000 (Smaller Classes, Safer Schools and Financial Accountability Act).

Section 2. Committee Established. The Oversight Committee shall consist of seven (7) members and at no time consist of less than five (5) members, subject to the provisions of Sections 2.0 and any vacancies which may occur. The Oversight Committee may not include any employee or official or any vendor, contractor or consultant of the District.

2.0 The Oversight Committee shall include all of the following positions:

- (a) One (1) member who is active in a business organization representing the business community located within the District;
- (b) One (1) member who is active in a senior citizen's organization;
- (c) One (1) member who is active in a bona fide taxpayer association;
- (d) One (1) member shall be the parent or guardian of a child enrolled in the District;
- (e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent Teacher Association or school site council.
- (f) Two (2) members shall be Community Members at Large.

2.1. It is preferred that, a majority of the members of the Oversight Committee shall possess skills and/or experience in construction, municipal finance, public agency budgeting, project management, design and related fields.

2.2. It is preferred that members be a resident of the San Ysidro School District.

Section 3. Purposes. The purpose of the Oversight Committee shall be to inform the public, at least annually in a written report, concerning the expenditure of Proposition C Bond proceeds.

3.0 In carrying out this purpose the Oversight Committee shall:

- (a) Actively make inquiries, analyze information, review and report on the compliance and/or proper expenditure of Proposition C Bond proceeds and if approved future General Obligation Bonds approved by the voters;
- (b) Promptly alert and report to the public any waste, non-compliant or improper expenditure of school construction bond money.
- (c) Conduct its proceedings in a fair and impartial manner holding the District accountable for its spending.
- (d) Recommend bond program compliance, reporting reliability, efficiency and effectiveness improvements that result from Bond Program monitoring actions performed.
- (e) Shall receive a Performance Audit of the District that reviews the efficiency and effectiveness of the bond program.

3.1 The Oversight Committee shall solely review the expenditure of Proposition C bond proceeds starting with those expenditures beginning on the date in which the County Office of Education assumed responsibility for management of the bond program.

Section 4. Authorized Activities. In furtherance of its specifically enumerated purposes, the Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition C Bond proceeds.

4.1 Committee responsibilities consist of the following:

- (a) Receive and review copies of a n y performance audit(s) conducted by an independent consultant selected by the District to review the efficiency and effectiveness of the bond program and assurance that bond proceeds are consistent with the ballot measure.
- (b) Receive and review copies of the annual financial audit(s) conducted by an independent consultant selected by the District.

- (c) Inspect school facilities and grounds, during normal District business hours, and subject to state laws concerning campus security, to ensure that Proposition C Bond proceeds are expended for the purposes set forth in the bond Proposition approved by the voters;
- (d) Receive and review copies of all deferred maintenance proposals or plans developed by the District.
- (e) Review efforts by the District to maximize Proposition C Bond revenues by implementing cost-saving Propositions, including, but not limited to:
 - (i) Mechanisms designed to reduce the cost of professional fees.
 - (ii) Mechanisms designed to reduce the costs of site preparation.
 - (iii) Recommendations regarding the joint use of core facilities.
 - (iv) Mechanisms designed to reduce costs by incorporating efficiencies in school site design.
 - (v) Recommendations regarding the use of cost-effective and efficient reusable plans.
 - (vi) Progress of construction projects.
 - (vii) Budgets showing updated projects costs vs. actuals.
 - (viii) Cash flow schedules showing available bond proceeds, amounts committed, and available cash.
 - (viii) Change Orders and Claims Avoidance.
 - (ix) District strategic master planning process for facilities and alignment of master plans with budgets and schedules construction bond program activities.
 - (x) Maintenance Plans and ongoing maintenance procedures in place to assure preservation of assets.
 - (xi) Procurement policies and procedure for awarding of consulting and construction contracts.
 - (xii) Adequacy of project scoping and phasing plans.
 - (xiii) Provide input if necessary on contracts, change orders, expenditure of funds, project plans and schedules, deferred maintenance plans, and sale of bonds.

Section 5. Membership.

5.0 Appointments.

- (a) Appointments shall be discussed and made in open session in accordance with Government Code Section 54957. The appointment(s) shall be made at a regularly scheduled meeting of the Board.
- (b) The Board will solicit applications for appointment to the Oversight Committee and will require candidates for membership on the Oversight Committee to submit information on a stated form.
- (c) The selection of Bond Oversight Committee members shall consist of the following process:
 - (i) Standard Applications will be solicited by the District with a wide distribution via the District web site, social media, and in personal outreach to known Community Members and Groups.
 - (ii) Applications will be screened by District staff to ensure applicants meet the minimum requirements of the position.
 - (iii) A background investigation to assess applicant criminal records and reliability of application information provided.
 - (iv) An Evaluation Panel, consisting of District staff, Community members, other School District professionals, and if available an oversight member will review and interview applicants and rate each applicant relative to the qualifications of the position.
 - (v) The Evaluation Panel will make recommendations to the Superintendent on the recommended Committee appointees.
 - (vi) The Board has authorized the Superintendent, or the Superintendent's designee(s), to make recommendations to the Board on Oversight Members. The Board may interview the applicants at a Board meeting prior to selection.

5.1 Term.

- (a) The Oversight Committee members shall serve for a term of three years without compensation. Members may be appointed by the Board, at its discretion, for no more than three (3) consecutive terms as provided by the Law. A member of the Oversight Committee may serve multiple non-consecutive terms as the Board may determine or direct.
- (b) The term of office of an Oversight Committee member shall end upon the completion of their term or, in the event that a vacancy for that Oversight Committee member's position is determined by the Board as set forth in this Policy and Regulations.
- (c) The term of office of a member of the Oversight Committee may end prematurely in the event

that the Oversight Committee terminates pursuant to the provisions set forth in Section 5.2 hereof.

5.2 Vacancies.

Determination of Vacancy. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board. The Superintendent on behalf of the Board may determine that an Oversight Committee member's seat on the Oversight Committee has become vacant under any of the following circumstances:

- (a) Resignation of that Oversight Committee member submitted in writing to the Superintendent (which shall be effective upon its receipt by the Superintendent);
- (b) Death, or a legal determination of the incapacity, of that Oversight Committee member;
- (c) Conviction of a violation of Government code Section 1090 et seq. or other applicable conflict of interest laws (see Section 8.3);
- (d) Conviction of any crime resulting in imprisonment.
- (e) As may otherwise be prescribed or required by law.
- (f) Failure to attend three consecutive meetings without a reasonable excuse.

5.3 Service Without Compensation. Members of the Oversight Committee shall serve without compensation.

5.4 Non-Liability for District Debts. The private and personal property of the Oversight Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Oversight Committee, and no Oversight Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Oversight Committee except where expressly set forth in California law.

5.5 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Oversight Committee shall not be, or have, any financial interest in the matters which they review. All Oversight Committee members shall be subject to the following requirements:

- (a) Each member, as a condition of membership on the Oversight Committee, will be required to sign a certification declaring that he or she has no conflict of interest as to the issues which shall be before the Oversight Committee.
- (b) Each member shall perform his or her duties in an impartial manner, free from bias caused by his or her own financial interests or the financial interests of persons who have supported him or her. Each Oversight Committee member is obligated to discharge his or her responsibilities with integrity and fidelity.

Section 6. Committee Operations. As appropriate, report on and/or provide comments (which may

be written or oral) to the Board and/or public upon any activities listed above, or any other matters as are within the Oversight Committee's purview.

61 Brown Act Compliance; Public Records. Regular meeting dates, time, and place shall be established by the Oversight Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Code Sections 54950 et seq.) and applicable District posting procedures. All Oversight Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act.

62 Rules of Procedure and Decorum. The Oversight Committee may establish rules for the conduct of the Oversight Committee's proceedings. These rules may be enacted by motion or resolution. The rules must be congruent with fundamental concepts as to public agency notice and hearings.

63 Attendance at Board Meetings. Members of the Oversight Committee may be requested to attend the meeting(s) of the Board or joint meeting of the Board and Oversight Committee.

64 Subcommittees. The Oversight Committee may form Subcommittees subject to the Brown Act or Ad Hoc Subcommittees to address special short term issues as they arise.

6.5.Agendas. The Chair of the Bond Oversight Committee shall set the Agenda for the Bond Oversight Committee meeting in consultation with District staff. In addition, if two CBOC members request an Agenda item, it shall be put on the Agenda.

6.6 Chair and Vice Chair. The Committee shall elect on an annual basis a Chair and Vice Chair.

6.7. Performance Audit. The District shall prepare a Performance Audit which reviews efficiency and effectiveness measures.

Section 7: Limitations on Activities. The Board hereby sets forth the following limitations on the actions and activities of the Oversight Committee (although the Oversight Committee may review documents relating to such activities):

- (a) The Oversight Committee has no authority to participate in the District's Bond issuance process or Bond sale, or to make decisions regarding the terms, timing or structure of the Bond issuance;
- (b) The Oversight Committee does not have the authority, once the Bonds are issued and sold, to determine how the Bond funds shall be expended nor the establishment of project priorities or phasing, or review and comment on any expenditure that is not related to Proposition C.
- (c) The Oversight Committee members do not have the authority to solicit, select or participate in the negotiation or bid process for contractors or consultants for Bond financed

projects (however, Oversight Committee members may be invited to witness bid openings, participate in evaluation committees for selection of bond program consultants or other such qualification based selections such design build projects).

(d) The Oversight Committee members do not have the authority to control, comment upon and have no power of approval over or upon design, architectural or engineering considerations or matters relating to facilities funded or constructed with bond proceeds including the budget to support the Bond Oversight Committee.

(e) The Oversight Committee, and its members, may enter upon, tour, and inspect, District job sites, project boundaries and construction projects only with the express permission of the District's Superintendent (for reasons which include, but are not limited to, campus security, public safety, interference with contractors and liability matters).

(f) The Oversight Committee, and its members, may not contact District consultants or contractors without the prior permission of the Superintendent or his/her designee.

(g) The Oversight Committee shall not have authority over these By Laws or appointment of its members.

(h) The Oversight Committee shall not take a position on support neutrality or opposition to any potential new General Obligation Committee (however this does not preclude any individual member taking positions).

Section 8: District Support and Regulations. The Board, without any use of Proposition C Bond proceeds, shall provide the Oversight Committee with:

(a) All reasonably necessary technical assistance and reasonable administrative assistance in furtherance of the Oversight Committee's purpose; and

(b) Sufficient resources to prepare and publicize the Oversight Committee's conclusions, all documents received by the Oversight Committee, minutes from the Oversight Committee's meetings and reports issued by the Oversight Committee (including establishing, operating and updating the Oversight Committee Internet Website).

80 Delegation of Board's Authority. The Board hereby appoints the Superintendent or his/her designee as its designees, to assist the Board in implementing the provisions, sections, terms and sub-sections of this Policy and Regulations

81 Amendment of Policy and Regulations. The Policy and Regulations set forth herein shall be subject to such later and further amendments by the Board to the extent permissible by applicable law.

82 Severability. If any article, section, subsection, paragraph, sentence, clause or phrase contained in this Policy and Regulations shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining articles, sections, subsections, paragraphs, sentences, clauses or phrases contained in this Policy and Regulations shall not be affected thereby.

13.10

Page 8 of 8

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM: San Ysidro Middle and Vista Del Mar
Middle Schools
Maria Rodriguez & Nadia Aviles, Principals

INITIAL: *CMY*
 Informational
 Action

AGENDA ITEM: SAN YSIDRO MIDDLE AND VISTA DEL MAR MIDDLE SCHOOLS 8TH
GRADE TRIP TO WASHINGTON, D.C. AND NEW YORK 2019

BACKGROUND INFORMATION:

Approximately thirty 8th grade students from San Ysidro Middle and Vista Del Mar Middle Schools will be participating in an educational program to Washington D.C., and New York. Students will spend 6 days visiting and learning about historical monuments, American History and exploring how history gives them the background to function effectively in a contemporary globalizing society; also enabling them to function as informed citizens and future leaders. The group of students will be chaperoned by the School Principal and their Social Science teachers.

Students will be traveling during the 2019 Spring Break from March 24-29, 2019. The group will be traveling with World Strides, an accredited student travel organization.

Cost implications are all-inclusive: transportation, hotel, food, meals, tours and Broadway tickets. Funding will come from Club DC donations, fundraisers, and student fees with no direct cost to the site or District.

RECOMMENDATION:

Approve the attendance and participation of approximately 30 students and 3 adult chaperones from San Ysidro Middle and Vista Del Mar Middle Schools to a trip to Washington, D.C. and New York during the week of March 24-29, 2019 at no direct cost to the District.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: *UW*

Financial Implications?

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

Requisition #

Yes No

Yes No

No Direct Cost

Club DC Donations, Fundraisers & Student Fees

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(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

14D.1

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
La Mirada and Willow Schools,
Luis Ramos and Manuel Bojorquez,
Principals

INITIAL: *GP*
 Informational
 Action

AGENDA ITEM: FIELD TRIP TO "SHOP WITH A COP" FOR STUDENTS FROM LA MIRADA AND WILLOW SCHOOLS

BACKGROUND INFORMATION:

The Principals from La Mirada and Willow Schools are requesting approval for approximately 17 students, 2 teachers and 1 adult chaperone to attend the event "Shop with a Cop" on December 1, 2018.

"Shop with a Cop" is hosted by the San Diego Probation Department and the San Diego District Attorney's Office, and the Bureau of Investigations. This event benefits needy or neglected children from across San Diego County at their annual event held in early December. Each year, "Shop with a Cop" provides a joyful shopping experience for underprivileged children who, without this event, may not experience one.

On the day of the event, uniformed officers from various Local, State and Federal agencies volunteer their time to be with the children at SeaWorld for breakfast and a show. From SeaWorld, the children participate in a law enforcement procession and head to Target for a morning of shopping with their law enforcement partner. Each child is provided with a \$100 Target gift card to spend on themselves and their family.

RECOMMENDATION:

Ratify the field trip and participation to the "Shop with a Cop" event for approximately 17 students, 2 teachers and 1 adult chaperone from La Mirada and Willow Schools, which will take place in San Diego on December 1, 2018 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Climate, Safety and Student Engagement – Action .6: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

Renewal New Amendment Ratify Other

Business Services Reviewed: *rw*

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

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(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

14D.2

Gina A. Potter

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

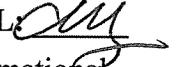
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
San Ysidro Middle School
Maria Rodriguez, Principal

INITIAL: 
 Informational
 Action

AGENDA ITEM: FIELD TRIP TO THE POWAY CENTER FOR PERFORMING ARTS FOR THE NUTCRACKER OUTREACH PROGRAM - SYMS

BACKGROUND INFORMATION:

The Principal at San Ysidro Middle School is requesting approval for approximately 60 students and 5 adult chaperones to attend the Nutcracker Outreach Program at the Poway Center for Performing Arts on December 13, 2018.

The Southern California Ballet's outreach program makes this stunning and much-loved production of Tchaikovsky's, *The Nutcracker* available to school groups by offering special performances during the day. This will give our students a fine arts experience that they'll never forget.

Cost implications include: \$5.00 fee per person, plus transportation services.

RECOMMENDATION:

Approve/Ratify the attendance of 60 students and 5 adult chaperons from the San Ysidro Middle School to the Poway Center for Performing Arts to watch The Nutcracker Outreach Program on December 13, 2018 at the cost of \$650.00 for student fees and transportation services from the General and Supplemental and Concentration funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.9: College and Career Readiness and 21st Century Learning: Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as Project Lead the Way and AVID. In addition, middle schools will offer electives such as Spanish, etc., and programs such as Gifted and Talented Education (GATE). These programs promote equal access for all students.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

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

Yes No Yes No

Requisition #

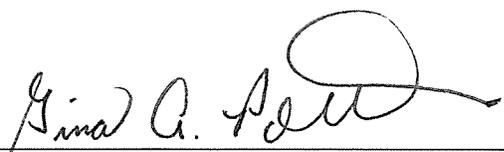
\$650.00
(Amount)

General and Supplemental & Concentration Funds
(Name of funding source and/or location)

0100-0000001-1110-1000-5800017-022
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



12285 World Trade Drive, Suite L
 San Diego, CA 92128
 Tel 858-674-1006

INVOICE

INVOICE # F10E87T1
 DATE: Nov 13, 2018

TO:
 San Ysidro Middle School
 c/o Maria Rodriguez, Principal
 Teacher: Juan Pedraja

SHIP TO:
 Southern California Ballet
 Nutcracker Outreach
 12285 World Trade Drive, Suite L
 San Diego, CA 92128

Payment Due upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
60	Students to attend <i>The Nutcracker</i> , Thurs. Dec.13 at 9:15 am	\$5	\$300
5	Chaperones to attend <i>The Nutcracker</i> , Thurs. Dec.13 at 9:15am	\$5	\$25
		SUBTOTAL	\$325
		SALES TAX	0
		SHIPPING & HANDLING	0
		TOTAL DUE	\$325

Make all checks payable to Southern California Ballet
 If you have any questions concerning this invoice, contact outreach@southerncaliforniaballet.org or call 858-674-1006

Black Mountain Dance Foundation is DBA, Southern California Ballet
 A 501(c)3 organization, EIN: 33-0051841

THANK YOU FOR YOUR BUSINESS!

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: 3RD ANNUAL LOVE THY NEIGHBOR HOLIDAY DINNER
AT WILLOW SCHOOL

BACKGROUND INFORMATION:

The San Ysidro School District will be hosting a dinner for McKinney-Vento families at Willow School. This event will be hosted by Love Thy Neighbor on December 18, 2018 from 6:00 p.m. to 8:00 p.m.

El Pollo Grill will be donating food for over 200 individuals and Love Thy Neighbor will be donating toys for 150 children. The Student and Family Services Manager, Willow Schools Principal, Assistant Principal, and staff will help organize the event.

RECOMMENDATION:

Approve to host the Love Thy Neighbor Holiday Dinner at Willow School on Tuesday, December 18, 2018 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

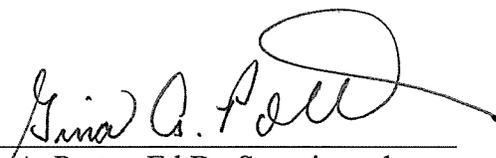
N/A
(Amount)

(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

14D.4

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: ASSEMBLY AT VISTA DEL MAR WITH LEAD SINGER FROM SANTANA,
ANDY VARGAS

BACKGROUND INFORMATION:

Vista Del Mar Middle will be hosting an assembly with Love Thy Neighbor and the lead singer from Santana, Andy Vargas on December 13, 2018 at 10:00 a.m. in their school auditorium coordinated by School Principal, School Counselor, Outreach Consultant, and Student and Services Manager.

Andy Vargas will perform one of Santana's greatest hits and discuss the Andy Vargas Foundation that was built on the premise that all schools need music. Andy Vargas started this foundation when he was working with a Children's Cancer organization and saw the importance of how music heals souls and can be a major positive influence in children and young adults. Andy has been working with youth to give a voice to music and help students achieve more through education and experience.

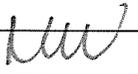
RECOMMENDATION:

Approve/Ratify to host The Love Thy Neighbor assembly at Vista Del Mar Middle School with Andy Vargas, lead singer from Santana on December 13, 2018 at 10:00 a.m. in the school's auditorium at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

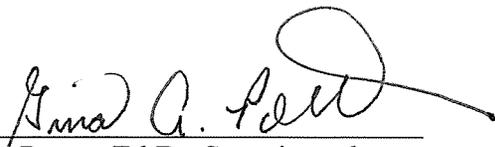
N/A
(Amount)

(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

14D.5

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: GOGUARDIAN LICENSES FROM AMPLIFIED IT FOR SAFER STUDENT ONLINE ACCESS

BACKGROUND INFORMATION:

Amplified IT is an education-focused consultancy that brings a unique blend of instructional and technical skills to the K-12 market. Since 2008 this team of infrastructure and instructional consultants has assisted hundreds of education institutions worldwide to successfully adopt Gmail, G Suite, and Chromebooks.

San Ysidro School District has selected Amplified IT to purchase GoGuardian licenses, which will facilitate a safer access to online educational materials along with technology management.

Actions and services to be provided by GoGuardian:

- Chromebook management solutions that keep students safer online and make teaching easier.
- Allows teachers to open the Internet for their students so they may explore it, learn from it, and most importantly, build smart and practical habits when it comes to using it.
- Empowers every teacher to not be afraid of the technology in students' hands, as GoGuardian is the 1:1 tool for them to have a simple way to manage their devices

RECOMMENDATION:

Approve the purchase of GoGuardian licenses from Amplified IT for safer student online access at a total cost of \$10,549.00 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

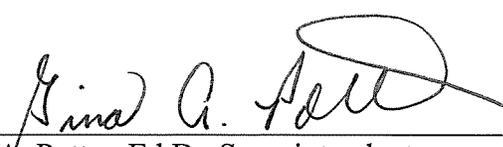
\$10,549.00
(Amount)

Supplemental & Concentration Fund
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

Amplified IT
 812 Granby Street
 Norfolk VA 23510



San Ysidro Middle School District [DLP]
 Todd Lewis
 4350 Otay Mesa Road
 San Diego CA 92154

Quote # 00107396
 Quote Date November 27, 2018
Quote Total (USD) \$10,549.00

Item	Description	Unit Cost	Quantity	Line Total
GOGUARDIAN-TEACHER - 1YR	1500 - 3499 (GG-TCR1Y-001500): GoGuardian for Teachers: Classroom management solution - 1 year license	5.50	1918	10,549.00
Onboarding - 3rd Party	Free Premium Onboarding & Support Escalation	500.00	1	500.00
Discount	Free Premium Onboarding & Support Escalation	-500.00	1	-500.00
Quote Total (USD)				\$10,549.00

Terms

This quote is valid for 28 days from issue.

Please send purchase orders to info@amplifiedit.com or fax to 757-585-3550.

Full payment is required within 30 days of Invoice.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - DECEMBER

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 December 13, 2018 Board meeting:

- CABE Conference 2019
- Project Lead The Way Summit
- InterDistrict Transfer Essentials
- EdTech Team California Desert Summit
- Instructional Media Resource Associate (IMRA) Course of Study II
- 2019 California Student Mental Wellness Conference
- 2019 California School Nurses Organization Conference
- Putting It All Together – Promoting Student Success
- LCAP Quarterly Network Meeting

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.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <i>MC</i>
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
APPROXIMATE COST \$58,854.52 (Amount)	General, Title II, Title III, Special Ed. and ERMHS Funds (Name of funding source and/or location)	-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

PROFESSIONAL DEVELOPMENT**Item 13A.7**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
<i>Teachers:</i> 2 Per site (TBD), Gloria Mena, Patricia Burch	CABE Conference 2019	Long Beach	March 20-23, 2019	\$33,000.00	Title III Fund
<i>Parents:</i> Karen Tovar, Elizabeth Alvarez, Juan Rocha, Catalina Hernandez					
Elva DeBaca, Irma Hernandez, Liana Davis, Hannah Slater, Janell Wright, Leticia Lemos, Juanita Nunez, Melissa Hasemyer	Project Lead the Way Summit	Anaheim	February 1-3, 2019	\$12,000.00	Title II Fund
Elizabeth Originales	InterDistrict Transfer Essentials	SDCOE	January 17, 2019	Mileage	General Fund
Sylvia Mayer, Jamie Barrett, Carolanne Brandt, Sarina Hemungkorn, Marsha Omelina, Mayura Vongsavath, Emily Kurtz, Nadean Perez	EdTechTeam California Desert Summit	Indio, CA	February 9-10, 2019	\$7,000.00	Title II Fund
Wendy Rodriguez, Alejandro Vargas, Shirley Islas, Maria D. Castro, Marci Begins, Gustavo Lopez, Claudia Montes	Instructional Media Resource Associate – IMRA 2	Online	January 23, 2019	\$1,400.00	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Denise Villescaz, Brianna Minton, Karina Victorino	2019 California Student Mental Wellness Conference	Sacramento	January 21-23, 2019	\$3,605.52	Educationally Related Mental Health Services (ERMHS)
Anita Gillchrest	2019 California School Nurses Organization Conference	Monterrey, CA	February 14-17, 2019	\$1,600.00	Special Education Fund
Manuela Colom, Marilyn Adrianzen, Kelli Hay	Putting It All Together – Promoting Student Success	SDCOE/ San Diego	December 5, 2018 February 20, 2019 April 24, 2019 May 16, 2019	\$249.00	Supplemental and Concentration Fund
Manuela Colom, Kelli Hay	LCAP Quarterly Network Meetings	SDCOE	December 13, 2018 February 14, 2019 May 2, 2019	\$0	No Cost

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW
 Informational
 Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #5 (October 23, 2018 through November 14, 2018):

▪ General Fund: 0000004172-0000004174, 0000004176-0000004212, 0000004214-0000004221, 0000004223-0000004234, 0000004236-0000004248 ▪ Child Development Fund: 0000004175 ▪ Capital Facilities Fund: 0000004213, 0000004222.

RECOMMENDATION:

Ratify the following purchase orders incurred by the District during the period October 23, 2018 through November 14, 2018.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MAW

Financial Implications?

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

Requisition #

Yes No

Yes No

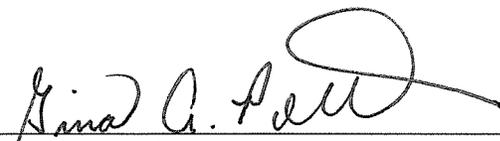
Varies
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004172	10/23/2018	004678	AMAZON.COM, INC.		0100	0000000	4300011	012	46.32
0000004173	10/24/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	016	544.44
0000004174	10/24/2018	003192	WAL- MART COMMUNITY/GEGRB		0100	0000000	4300001	020	390.79
0000004176	10/24/2018	0000000505	ACCO BRANDS USA, LLC		0100	0000000	4400000	025	1,815.59
0000004177	10/24/2018	0000000371	U.S. BANK		0100	9625000	7438000	010	253,630.00
0000004178	10/24/2018	004678	AMAZON.COM, INC.		0100	5640000	4300001	054	3,033.24
0000004179	10/24/2018	004267	CITY NATIONAL BANK		0100	0000000	5800010	071	7,842.98
0000004180	10/25/2018	0000000266	STUDENT LAP TRACKER		0100	0000000	4300013	025	595.00
0000004181	10/25/2018	003852	PEARSON EDUCATION		0100	6500000	4300003	054	299.66
0000004182	10/25/2018	000809	OFFICE DEPOT		0100	0000000	4300011	018	299.01
0000004183	10/25/2018	0000000077	AZTEC CONTAINER		0100	8150000	5600001	070	2,424.36
0000004184	10/25/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	025	193.65
0000004185	10/25/2018	0000000523	DRYERASEBOARD.COM		0100	0000000	4300011	025	1,950.58
0000004186	10/25/2018	004678	AMAZON.COM, INC.		0100	0000001	4300001	061	774.83
0000004187	10/25/2018	004678	AMAZON.COM, INC.		0100	0000000	4300011	025	143.63
0000004188	10/25/2018	0000000500	CLASSCRAFT STUDIOS INC.		0100	3010000	5800006	025	1,552.00
0000004189	10/25/2018	000535	SCHOOL SPECIALTY		0100	0000000	4300001	018	388.98
0000004190	10/26/2018	003934	ANYTIME SIGN SOLUTION, INC		0100	8150000	4300007	070	1,089.86
0000004191	10/26/2018	0000000044	WOOD ENVIRONMENT&		0100	8150000	5800010	070	2,000.00
0000004192	10/30/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	018	606.53
0000004193	10/30/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	022	192.13
0000004194	10/30/2018	000809	OFFICE DEPOT		0100	0000000	4300011	012	687.60
0000004195	10/30/2018	0000000113	ACADEMIC BRAG TAGS		0100	0000001	4300333	020	937.93
0000004196	10/30/2018	0000000491	PANERA BREAD COMPANY		0100	0000000	5200001	020	622.10
0000004197	10/30/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	020	653.66
0000004198	10/30/2018	000548	NEXT DAY PRINTED TEES		0100	0000000	4300012	022	280.78
0000004199	10/30/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	069	70.66
0000004200	10/30/2018	004056	OPTIMUM FLOORCARE		0100	0000000	4300020	012	3,000.00
0000004201	10/30/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	012	3,666.50
0000004202	10/30/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	024	161.61
0000004203	10/30/2018	0000000388	FRANKLIN COVEY CLIENT SALES, INC.		0100	0000000	4200000	016	568.34
0000004204	10/30/2018	0000000245	OFFICESUPPLY.COM		0100	6500000	4300001	054	53.85
0000004205	10/30/2018	004678	AMAZON.COM, INC.		0100	0300020	4300001	020	236.70
0000004206	10/30/2018	003573	R&L PERFORMANCE AUTO SERVICE		0100	8150000	5600005	070	10,353.96
0000004207	10/31/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	022	262.02
0000004208	11/1/2018	0000000116	EPIC SPORTS INC		0100	0000001	4300013	061	326.96
0000004209	11/1/2018	004864	DOUGLAS W SMITH		0100	0982000	5800010	074	2,283.88
0000004210	11/1/2018	0000000064	LAW OFFICE OF MEAGAN NUNEZ		0100	0000000	5800150	054	3,608.00
0000004211	11/1/2018	0000000223	NINYO & MOORE		0100	9010075	6200005	080	10,568.00
0000004212	11/1/2018	0000000324	CODE TO THE FUTURE		0100	3010000	4300001	018	3,469.55
0000004214	11/1/2018	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	52.58
0000004215	11/2/2018	002355	I B TROPHIES & AWARDS		0100	0000000	4300011	025	43.37
0000004216	11/5/2018	000691	THE INSTITUTE FOR EFFECTIVE		0100	6500000	5800010	054	5,382.72

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004217	11/5/2018	000058	DEMCO INC.		0100	0000000	4300001	016	891.42
				INSTRUCTIONAL SUPPLIES					
0000004218	11/5/2018	0000000413	TENCERSHERMAN LLP		0100	0000000	5800010	071	5,305.00
				PROFESSIONAL SERVICES					
0000004219	11/5/2018	000258	PARADIGM HEALTHCARE SERVICES		0100	5640000	5800010	052	10,000.00
				PROFESSIONAL SERVICES -Sp. Ed					
0000004220	11/5/2018	004309	BEST BEST & KRIEGER LLP		0100	0000000	5800002	063	40,985.50
				LEGAL FEES					
0000004221	11/5/2018	000809	OFFICE DEPOT		0100	0000000	4300001	024	544.03
				INSTRUCTIONAL SUPPLIES					
0000004223	11/5/2018	004601	SIR SPEEDY PRINTING 02890		0100	0000000	4300011	061	161.29
				OFFICE SUPPLIES					
0000004224	11/5/2018	000379	HAWTHORNE MACHINERY		0100	0982000	5600005	074	6,827.24
				TRANSPORTATION BUS REPAIRS					
0000004225	11/5/2018	000273	SCHOLASTIC, INC		0100	3010000	4300001	016	6,155.04
				INSTRUCTIONAL SUPPLIES					
0000004226	11/5/2018	000778	SAFEWAY INC. -VONS DIVISION		0100	0980002	4300001	061	1,000.00
				PATHWAY INSTRUCTIONAL SUPPLIES					
0000004227	11/5/2018	003192	WAL- MART COMMUNITY/GEGRB		0100	0980002	4300001	061	1,000.00
				PATHWAYS- INST. SUPPLIES					
0000004228	11/5/2018	002771	SMART & FINAL		0100	0980002	4300001	061	1,000.00
				PATHWAYS - INST. SUPPLIES					
0000004229	11/5/2018	000809	OFFICE DEPOT		0100	0000000	4300001	012	1,387.82
				INSTRUCTIONAL SUPPLIES					
0000004230	11/5/2018	001339	PITNEY BOWES		0100	0000000	5600005	071	1,530.00
				CONTRACTED SERVICES					
0000004231	11/5/2018	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300001	024	191.26
				INSTRUCTIONAL SUPPLIES					
0000004232	11/5/2018	002938	PAR		0100	0000000	4300001	024	380.36
				INSTRUCTIONAL SUPPLIES					
0000004233	11/5/2018	004678	AMAZON.COM, INC.		0100	6500000	4300003	054	110.75
				INSTRUCTIONAL SUPPLIES					
0000004234	11/5/2018	004409	MHS INC.		0100	3327000	4300001	054	1,152.93
				INSTRUCTIONAL SUPPLIES					
0000004236	11/5/2018	003986	R&R CONTROLS INC		0100	8150000	4300007	070	119.60
				MAINTENANCE SUPPLIES					
0000004237	11/5/2018	000000236	SPIRAL BINDING COMPANY, INC		0100	0000000	4300050	073	392.13
				PUBLICATIONS SUPPLIES					
0000004238	11/6/2018	000809	OFFICE DEPOT		0100	0980002	4300001	061	211.31
				INSTRUCTIONAL SUPPLIES					
0000004239	11/7/2018	000000531	SUPERIOR RAIN GUTTERS AND AWNING, INC		0100	8150000	5600005	070	5,600.00
				CONTRACTED SERVICES					
0000004240	11/7/2018	000273	SCHOLASTIC, INC		0100	3010000	4300001	016	60.50
				INSTRUCTIONAL SUPPLIES					
0000004241	11/7/2018	000809	OFFICE DEPOT		0100	0000001	4300011	061	633.33
				OFFICE SUPPLIES					
0000004242	11/7/2018	000000110	3 SCREENS.COM		0100	3010000	5800010	022	650.00
				PROFESSIONAL SERVICES					
0000004243	11/7/2018	000809	OFFICE DEPOT		0100	0000000	4300001	024	682.71
				INSTRUCTIONAL SUPPLIES					
0000004244	11/7/2018	004785	SCHOOL MATE		0100	0000000	4300001	022	2,331.00
				INSTRUCTIONAL SUPPLIES					
0000004245	11/9/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	012	96.12
				OFFICE SUPPLIES					
0000004246	11/9/2018	000000187	STEVEN V. BERRY		0100	0980002	4300001	061	398.67
				CONTRACTED SERVICES					
0000004247	11/13/2018	000000138	BILL HOWE PLUMBING, INC		0100	8150000	5600005	070	1,289.36
				CONTRACTED SERVICES					
0000004248	11/14/2018	000809	OFFICE DEPOT		0100	6500000	4300001	054	53.85
				INSTRUCTIONAL SUPPLIES					
				Total for 0100					418,245.57
0000004175	10/24/2018	003507	DEPARTMENT OF SOCIAL SERVICES		1200	6105000	5800006	076	363.00
				LICENSE FEES					
				Total for 1200					363.00
0000004249	11/1/2018	001012	CDW GOVERNMENT LLC		2518	9010000	4400000	024	15,278.22
				OFFICE EQUIPMENT					
0000004252	11/5/2018	000000030	DEPARTMENT OF GENERAL SERVICES		2518	9010000	5800010	080	500.00
				CONTRACTED SERVICES					
				Total for 2518					15,778.22
				Grand Total					434,386.79

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: llw
 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 23, 2018 through November 27, 2018 with checks #14-467498 through #14-480773 for a total expenditure of \$1,297,088.22 from the following sources:

- General Fund - \$1,151,593.19
- Child Development - \$3,485.78
- Child Nutrition - \$137,771.25
- Capital Facilities - \$4,238.00

RECOMMENDATION:

Ratify the expenditures incurred by the District during the period of October 28, 2018 through November 27, 2018 for a total expenditure of \$1,297,088.22.

LCAP GOAL AND ACTION/SERVICE (please indicate):

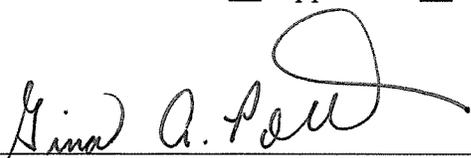
Goal No.: Base Services and Safety

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u>llw</u>
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
<div style="border: 1px solid black; padding: 5px;">\$1,297,088.22 (Amount)</div>	<div style="border: 1px solid black; padding: 5px;">Various (see above) (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 5px;">-- (Funding account number)</div>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14467498	SOUTH BAY FENCE, INC.	10/23/2018	\$ 12,895.00	CONTRACTED SERVICES	0100
14467499	SYLVIA LUGO	10/23/2018	\$ 26.65	REIMBURSEMENT	0100
14467500	AMAZON.COM, INC.	10/23/2018	\$ 2,793.29	INSTRUCTIONAL SUPPLIES	0100
14467501	XOCHITL LOPEZ	10/23/2018	\$ 175.71	GARNISHMENT REFUND	0100
14468029	MAXIM HEALTHCARE SERVICES, INC	10/24/2018	\$ 20,221.39	PROFESSIONAL SERVICES	0100
14468030	ARDOR HEALTH SOLUTIONS	10/24/2018	\$ 12,084.00	CONTRACTED SERVICES	0100
14468031	WAXIE SANITARY SUPPLY	10/24/2018	\$ 13,616.17	CUSTODIAL SUPPLIES	0100
14468032	MCGRAW-HILL	10/24/2018	\$ 4,905.53	CONTRACTED SERVICES	0100
14468033	OFFICE DEPOT	10/24/2018	\$ 821.84	OFFICE SUPPLIES	0100
14468819	GROSSMONT UNION HIGH SCHOOL	10/25/2018	\$ 7,207.85	CONTRACTED SERVICES	0100
14468820	CHEVRON U.S.A. INC.	10/25/2018	\$ 3,838.91	CONTRACTED SERVICES	0100
14468821	HAWTHORNE MACHINERY	10/25/2018	\$ 16,599.65	CONTRACTED SERVICES	0100
14468822	WAL- MART COMMUNITY/GEGRB	10/25/2018	\$ 777.47	INSTRUCTIONAL SUPPLIES	0100
14468823	BEST BUY	10/25/2018	\$ 20,085.30	INSTRUCTIONAL SUPPLIES	0100
14469472	U.S. BANK	10/26/2018	\$ 253,630.00	CONTRACTED SERVICES - QZAB	0100
14470104	CITY NATIONAL BANK	10/29/2018	\$ 7,842.98	CONTRACTED SERVICES - VERNAL	0100
14470594	IZMAEL ESAI SIERRA	10/30/2018	\$ 208.53	GARNISHMENT REFUND	0100
14471834	AVID CENTER	11/1/2018	\$ 12,720.00	REGISTRATION FEES	0100
14471835	DATEL SYSTEMS INCORPORATED	11/1/2018	\$ 771.03	OFFICE SUPPLIES	0100
14471836	D&D WILDLIFE HABITAT RESTORATION, I	11/1/2018	\$ 575.00	CONTRACTED SERVICES	0100
14471837	SAN DIEGO GAS & ELECTRIC	11/1/2018	\$ 68,845.09	UTILITIES	0100
14471838	REFRIGERATION SUPPLIES	11/1/2018	\$ 704.31	MAINTENANCE SUPPLIES	0100
14471839	ASSOCIATED VALUATION SERVICES	11/1/2018	\$ 1,893.42	PROFESSIONAL SERVICES	0100
14471840	HOME DEPOT	11/1/2018	\$ 10.15	MAINTENANCE SUPPLIES	0100
14471841	REPUBLIC SERVICES	11/1/2018	\$ 12,674.08	UTILITIES-WASTE	0100
14471842	RANCHO SAN DIEGO NURSERY INC	11/1/2018	\$ 311.04	GROUPS SUPPLIES	0100
14471843	VERITIV OPERATING COMPANY	11/1/2018	\$ 586.62	PUBLICATIONS SUPPLIES	0100
14471844	ATKINSON, ANDELSON, LOYA, RUUD	11/1/2018	\$ 13,657.88	LEGAL FEES	0100
14471845	WILLIAM V. MAC GILL & CO.	11/1/2018	\$ 1,022.44	MEDICAL SUPPLIES	0100
14471846	FERGUSON ENTERPRISES,INC#1350	11/1/2018	\$ 1,682.00	MAINTENANCE SUPPLIES	0100
14471847	RANCHO AUTO & TRUCK PARTS	11/1/2018	\$ 70.45	GROUPS SUPPLIES	0100
14471848	HARBOR FREIGHT TOOLS	11/1/2018	\$ 54.36	MAINTENANCE SUPPLIES	0100
14471849	PHONAK HEARING SYSTEMS	11/1/2018	\$ 100.00	INSTRUCTIONAL SUPPLIES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14467498	SOUTH BAY FENCE, INC.	10/23/2018	\$ 12,895.00	CONTRACTED SERVICES	0100
14471850	THE HOME DEPOT SUPPLY	11/1/2018	\$ 146.71	MAINTENANCE SUPPLIES	0100
14471851	WAL- MART COMMUNITY/GEGRB	11/1/2018	\$ 194.69	OFFICE SUPPLIES	0100
14471852	SOUTHWEST SCHOOL & OFFICE	11/1/2018	\$ 2,440.93	INSTRUCTIONAL SUPPLIES	0100
14471853	STANLEY CONVERGENT SECURITY	11/1/2018	\$ 295.00	CONTRACTED SERVICES	0100
14471854	TEAMTALK NETWORK	11/1/2018	\$ 795.60	CONTRACTED SERVICES	0100
14471855	ANYTIME SIGN SOLUTION, INC	11/1/2018	\$ 1,089.86	MAINTENANCE SUPPLIES	0100
14471856	BROADWAY AUTO GLASS	11/1/2018	\$ 315.50	MECHANIC SUPPLIES	0100
14471858	COOPERATIVE STRATEGIES LLC	11/1/2018	\$ 838.31	PROFESSIONAL SERVICES	0100
14471859	BOOST CONFERENCE	11/1/2018	\$ 455.00	REGISTRATION FEE	0100
14471860	LEAL & TREJO APC	11/1/2018	\$ 13,383.75	LEGAL FEES	0100
14472386	WOOD ENVIRONMENT&	11/2/2018	\$ 2,000.00	PROFESSIONAL SERVICES	0100
14472388	R&L PERFORMANCE AUTO SERVICE	11/2/2018	\$ 10,292.47	CONTRACTED SERVICES	0100
14473463	MRC SMART TECHNOLOGY SOLUTIONS	11/6/2018	\$ 3,638.66	CONTRACTED SERVICES	0100
14473464	OSCAR MADERA	11/6/2018	\$ 75.41	REIMBURSEMENT	0100
14473465	HORIZON DISTRIBUTORS	11/6/2018	\$ 1,282.74	MAINTENANCE SUPPLIES	0100
14473466	ALEXIS TAPIA	11/6/2018	\$ 29.43	MILEAGE	0100
14473467	ABIGAIL ALVAREZ GARCIA	11/6/2018	\$ 63.88	PAYROLL OVERAGE CHECK	0100
14473468	CRUZ DELGADO	11/6/2018	\$ 46.00	REIMBURSEMENT	0100
14473469	JAKE RUBIO	11/6/2018	\$ 94.18	REIMBURSEMENT	0100
14473470	SAN DIEGO GAS & ELECTRIC	11/6/2018	\$ 20,391.86	UTILITIES ELECTRICT&GAS	0100
14473472	CDW GOVERNMENT LLC	11/6/2018	\$ 415.54	TECHNICAL SUPPLIES	0100
14473473	HOME DEPOT	11/6/2018	\$ 148.30	MAINTENANCE SUPPLIES	0100
14473474	ANITA GILLCHREST	11/6/2018	\$ 380.36	MILEAGE	0100
14473475	RCP BLOCK & BRICK	11/6/2018	\$ 95.92	GOODS SUPPLIES	0100
14473476	RANCHO AUTO & TRUCK PARTS	11/6/2018	\$ 150.52	MECHANIC SUPPLIES	0100
14473477	CALIFORNIA ELECTRIC SUPPLY	11/6/2018	\$ 343.49	MAINTENANCE SUPPLIES	0100
14473478	AT&T	11/6/2018	\$ 4,127.00	UTILITIES PHONES	0100
14473479	AMS - ACOUSTICAL MATERIAL	11/6/2018	\$ 265.41	MAINTENANCE SUPPLIES	0100
14473480	RUSSELL SIGLER, INC	11/6/2018	\$ 830.26	MAINTENANCE SUPPLIES	0100
14473481	SOUTHERN CALIFORNIA TRANE	11/6/2018	\$ 697.92	CONTRACTED SERVICES	0100
14473482	JESUS SANCHEZ	11/7/2018	\$ 781.30	CONFERENCE REIMBURSEMENT	0100
14474163	SAN YSIDRO SCHOOL DISTRICT	11/7/2018	\$ 2,951.72	PCARD REPLENISH	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14467498	SOUTH BAY FENCE, INC.	10/23/2018	\$ 12,895.00	CONTRACTED SERVICES	0100
14474164	DOUGLAS W SMITH	11/7/2018	\$ 2,287.99	CONTRACTED SERVICES	0100
14474827	P.I.P.S.	11/8/2018	\$ 75,073.50	PROFESSIONAL SERVICES-JPA	0100
14474828	AZTEC CONTAINER	11/8/2018	\$ 2,424.36	RENTAL SERVICES	0100
14474829	3 SCREENS.COM	11/8/2018	\$ 650.00	PROFESSIONAL SERVICES	0100
14474830	AMERESCO, INC.	11/8/2018	\$ 389,732.65	PROFESSIONAL SERVICES-PROP 39	0100
14474831	MY PT SAN DIEGO	11/8/2018	\$ 4,120.00	CONTRACTED SERVICES	0100
14474833	PANERA BREAD COMPANY	11/8/2018	\$ 622.10	CONTRACTED SERVICES	0100
14474834	MIGUEL ORTEGA	11/8/2018	\$ 1,092.09	GARNISHMENT REFUND	0100
14474835	ASELTINE SCHOOL	11/8/2018	\$ 12,711.28	PROF. SERV -NONPUBLIC SCHOOL	0100
14475453	GOPHER SPORT	11/9/2018	\$ 358.03	INSTRUCTIONAL SUPPLIES	0100
14476016	GRAINGER	11/13/2018	\$ 652.60	MAINTENANCE SUPPLIES	0100
14476017	LOS ANGELES COUNTY OFFICE	11/13/2018	\$ 288.23	INSTRUCTIONAL SUPPLIES	0100
14476018	OFFICE DEPOT	11/13/2018	\$ 1,046.35	INSTRUCTIONAL SUPPLIES	0100
14476019	APPLE INC	11/13/2018	\$ 409.45	OFFICE SUPPLIES	0100
14476020	FLYERS ENERGY	11/13/2018	\$ 6,340.95	CONTRACTED SERVICES	0100
14476648	MRC SMART TECHNOLOGY SOLUTIONS	11/14/2018	\$ 5,327.38	CONTRACTED SERVICES	0100
14476649	PITNEY BOWES	11/14/2018	\$ 382.50	CONTRACTED SERVICES	0100
14476650	ANTONIO RAMIREZ	11/14/2018	\$ 920.51	MILEAGE	0100
14477318	STEVEN V. BERRY	11/15/2018	\$ 398.67	CONTRACTED SERVICES	0100
14477319	NOHEMY YESCAS	11/15/2018	\$ 44.56	REIMBURSEMENT	0100
14477320	SAN DIEGO GAS & ELECTRIC	11/15/2018	\$ 320.77	UTILITIES	0100
14477321	LAKESHORE	11/15/2018	\$ 696.89	INSTRUCTIONAL SUPPLIES	0100
14477322	PARADIGM HEALTHCARE SERVICES	11/15/2018	\$ 1,779.21	PROFESSIONAL SERVICES	0100
14477323	A-Z BUS SALES, INC.	11/15/2018	\$ 2,620.37	CONTRACTED SERVICES	0100
14477324	CPI	11/15/2018	\$ 150.00	DUES & MEMBERSHIPS	0100
14477325	US GAMES	11/15/2018	\$ 219.92	INSTRUCTIONAL SUPPLIES	0100
14477872	CAROLYN KARINEN	11/16/2018	\$ 11,124.00	PROFESSIONAL SERVICES-SLP	0100
14477873	BILL HOWE PLUMBING, INC	11/16/2018	\$ 1,289.36	PROFESSIONAL SERVICES	0100
14477874	NINYO & MOORE	11/16/2018	\$ 2,334.00	PROFESSIONAL SERVICES	0100
14477875	EBS - EDUATIONAL BASED SERVICES	11/16/2018	\$ 10,637.25	PROFESSIONAL SERVICES	0100
14477876	ARDOR HEALTH SOLUTIONS	11/16/2018	\$ 12,065.00	PROFESSIONAL SERVICES	0100
14477878	SCHOOLOUTLET.COM	11/16/2018	\$ 783.16	INSTRUCTIONAL SUPPLIES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14467498	SOUTH BAY FENCE, INC.	10/23/2018	\$ 12,895.00	CONTRACTED SERVICES	0100
14477879	SAN DIEGO GAS & ELECTRIC	11/16/2018	\$ 71.54	UTILITIES-GAS	0100
14477880	THE INSTITUTE FOR EFFECTIVE	11/16/2018	\$ 5,382.72	CONTRACTED SERVICES	0100
14477881	HOME DEPOT	11/16/2018	\$ 3,283.67	MAINTENANCE SUPPLIES	0100
14477882	SPINITAR/PRESENTATION PRODUCTS	11/16/2018	\$ 545.04	INSTRUCTIONAL SUPPLIES	0100
14477884	MCGREGOR AND ASSOCIATED	11/16/2018	\$ 458.15	PROFESSIONAL SERVICES	0100
14477885	J&B MATERIALS	11/16/2018	\$ 666.43	MAINTENANCE SUPPLIES	0100
14477886	ABA EDUCATION FOUNDATION	11/16/2018	\$ 3,818.75	PROFESSIONAL SERVICES	0100
14478533	OMAR CALLEROS	11/19/2018	\$ 252.37	REIMBURSEMENT	0100
14478534	OSCAR MADERA	11/19/2018	\$ 166.42	REIMBURSEMENT	0100
14478535	VERONICA MEDINA	11/19/2018	\$ 853.06	CONFERENCE REIMBURSEMENT	0100
14480765	VERONICA AGUAYO	11/27/2018	\$ 107.32	REIMBURSEMENT	0100
14480766	NORMA LARA	11/27/2018	\$ 108.73	MILEAGE	0100
14480767	JORGE CERVANTES	11/27/2018	\$ 98.97	MILEAGE	0100
14480768	AMBER ELLIOTT	11/27/2018	\$ 71.50	MILEAGE	0100
14480769	WILMA PIMENTEL	11/27/2018	\$ 100.00	REIMBURSEMENT	0100
14480770	CITY TREASURER	11/27/2018	\$ 19,441.56	UTILITIES-WATER	0100
14480771	STATE BOARD OF EQUALIZATION	11/27/2018	\$ 37.72	STATE DIESEL TAX	0100
14480772	CHEVRON U.S.A. INC.	11/27/2018	\$ 4,000.26	CONTRACTED SERVICES-GASOLINE	0100
14480773	UNITED STATES POSTAL SERVICE	11/27/2018	\$ 759.99	POSTAGE	0100
Total 0100			\$ 1,151,593.19		
14469473	DEPARTMENT OF SOCIAL SERVICES	10/26/2018	\$ 363.00	LICENSE FEES	1200
14471857	OPTIMUM FLOORCARE	11/1/2018	\$ 966.67	CONTRACTED SERVICES	1200
14473471	WAXIE SANITARY SUPPLY	11/6/2018	\$ 2,156.11	CUSTODIAL SUPPLIES	1200
Total 1200			\$ 3,485.78		
14470097	SELECTA INTERNATIONAL	10/29/2018	\$ 482.30	CAFETERIA FOOD	1300
14470098	S&S BAKERY, INC.	10/29/2018	\$ 158.60	CAFETERIA FOOD	1300
14470099	P&R PAPER SUPPLY COMPANY, INC.	10/29/2018	\$ 11,397.06	CAFETERIA SUPPLIES	1300
14470100	LLOYD PEST CONTROL CO.	10/29/2018	\$ 224.00	CONTRACTED SERVICES	1300
14470101	CINTAS CORPORATION NO. 3	10/29/2018	\$ 3,427.15	CONTRACTED SERVICES	1300
14470102	GCR TIRES&SERVICE	10/29/2018	\$ 1,944.29	TRANSPORTATION SUPPLIES	1300
14470103	WAL- MART COMMUNITY/GEGRB	10/29/2018	\$ 151.97	CAFETERIA SUPPLIES	1300
14470593	K & M Foodservice	10/30/2018	\$ 3,825.05	CAFETERIA FOOD	1300

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14467498	SOUTH BAY FENCE, INC.	10/23/2018	\$ 12,895.00	CONTRACTED SERVICES	0100
14470595	SAFEMART INC. - VONS DIVISION	10/30/2018	\$ 667.31	CATERING SUPPLIES	1300
14470596	CDE,CASHIER'S OFFICE	10/30/2018	\$ 2,616.30	CONTRACTED SERVICES	1300
14470597	JOHNSON CONTROLS	10/30/2018	\$ 1,311.51	CONTRACTED SERVICES	1300
14470598	SMART & FINAL	10/30/2018	\$ 368.24	CAFETERIA SUPPLIES	1300
14470599	ACE COOLING & FREEZING	10/30/2018	\$ 2,209.70	CONTRACTED SERVICES	1300
14470600	ISITE SOFTWARE, LLC	10/30/2018	\$ 1,095.00	CONTRACTED SERVICES	1300
14470601	EDUCATION MANAGEMENT	10/30/2018	\$ 5,990.00	CONTRACTED SERVICES	1300
14470602	IMAGE ONE CORPORATION	10/30/2018	\$ 1,697.00	CONTRACTED SERVICES	1300
14471221	SAN DIEGO UNION-TRIBUNE	10/31/2018	\$ 424.60	CONTRACTED SERVICES	1300
14471222	HOLLANDIA DAIRY INC.	10/31/2018	\$ 19,687.81	CAFETERIA FOOD	1300
14471223	AMERICAN PRODUCE DISTRIBUTORS	10/31/2018	\$ 15,808.35	CAFETERIA FOOD	1300
14471224	GALASSO'S BAKERY	10/31/2018	\$ 5,313.12	CAFETERIA FOOD	1300
14472387	OFFICE DEPOT	11/2/2018	\$ 376.30	OFFICE SUPPLIES	1300
14474832	GOLD STAR FOODS	11/8/2018	\$ 52,539.07	CAFETERIA FOOD	1300
14474836	WAL- MART COMMUNITY/GEGRB	11/8/2018	\$ 38.53	CAFETERIA SUPPLIES	1300
14477883	ZONAR SYSTEMS	11/16/2018	\$ 5,873.28	CONTRACTED SERVICES	1300
14478532	ANA BUSH	11/19/2018	\$ 144.71	MILEAGE	1300
Total 1300			\$ 137,771.25		
14473462	DEPARTMENT OF GENERAL SERVICES	11/6/2018	\$ 500.00	CONTRACTED SERVICES	2518
14477877	L.L. HENDRIX	11/16/2018	\$ 3,738.00	CONTRACTED SERVICES	2518
Total 2518			\$ 4,238.00		
Grand Total			\$ 1,297,088.22		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: llw
 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 \$2,145.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: llw

Financial Implications?
 Yes No

Are funds for this item available in the 2018-2019 Budget?
 Yes No

Requisition #

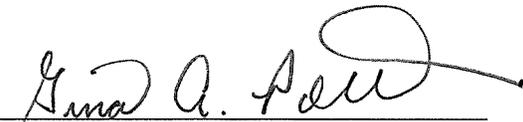
DONATIONS
\$2,145.00
(Amount)

Cash/Checks Only
Donations Account
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: *mw*
 Informational
 Action

AGENDA ITEM: FIFTH PROJECT AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) – AMENDMENT NO. 1

BACKGROUND INFORMATION:

On July 12, 2018, the Governing Board approved the Fifth Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority (FACJPA) for School Facilities Planning Services to provide support for open projects and projects pending DSA closeout, as well as research, advice, and recommend on systems, processes and procedures in support of the District’s capital facility program.

Services were initially approved for six (6) months at a cost of \$70,000.00. This Amendment is to extend the term to twelve (12) months at an additional cost not to exceed \$50,000.00. The scope of services and the terms & conditions shall remain the same.

RECOMMENDATION:

Approve Amendment No. 1 to the Fifth Project Agreement with K-12 Public Schools and Community Colleges Facility Authority extending the term of the agreement to twelve (12) months at an additional cost not to exceed \$50,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: *mw*

Financial Implications?
 Yes No

Are funds for this item available in the 2018-2019 Budget?
 Yes No

Requisition #

AMEND NO. 1 (NTE)

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:

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



**AMENDMENT ONE TO FIFTH PROJECT AGREEMENT BETWEEN
SAN YSIDRO SCHOOL DISTRICT (SYSD)
AND THE
K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY FOR
CAPITAL FACILITY PROGRAM SUPPORT AND PROJECT DELIVERY**

This AMENDMENT ONE TO FIFTH PROJECT AGREEMENT (“AMENDMENT ONE TO FIFTH PROJECT AGREEMENT”) by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (“AUTHORITY”), AND SAN YSIDRO SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“SYSD ” or “District”) is made on the day the final signature is applied hereto. AUTHORITY and SYSD are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on August 8, 2018, SYSD contracted with AUTHORITY for services to provide facility planning support, support for open projects and projects pending DSA closeout, as well as research, advice, and recommendations on systems, processes and procedures in support of SYSD’s capital facility program, (“Project”);

WHEREAS, the initial Agreement authorized SDCSS to work with SYSD to provide qualified staff to address specific tasks identified during a maximum six (6) month period; and,

WHEREAS, services and active projects are ongoing and SYSD wishes to extend the period of services and maximum value of the Agreement for an additional six (6) month period;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this AMENDMENT ONE TO FIFTH PROJECT AGREEMENT and agree as follows:

1. The Parties acknowledge that this AMENDMENT ONE TO FIFTH PROJECT AGREEMENT sets forth the terms of the management and facilitation work to be completed during the term of this Agreement. The Parties acknowledge that the District hereby exercises its discretion to retain the Authority for performing these facilities-related services. Unless changed herein, the original Agreement remains as written.
2. **Term of Contract.** The term of the contract shall expire twelve (12) months from August 18, 2018 unless Agreement amended in writing.



3. **Budget and Fees.** The Budget is hereby amended from the original \$70,000 maximum for six (6) months to a revised maximum of \$120,000 for twelve (12) months. The balance of that section shall remain unchanged and is repeated here for reference.

Service	Budget and Fee
1. The following services are recommended to be accomplished by acquiring a part time school facility expert for FY 18/19: a.) Facility Planning Support – Open Projects b.) Facility Planning Support – Process Improvement c.) Civic Center Use Update d.) Record Retention and Retrieval e.) Scope to prepare a Capital Facilities Plan	AUTHORITY SDCSS EFSG Fees for this service shall not exceed \$120,000 , based on the assumption that approximately 35%, (est. 2 days/week), of a single full time person's effort will be used to manage the work identified. Services will be invoiced based on hourly, daily, or monthly rate as directed. Hourly rate is \$110/hour. This amount shall not be exceeded without written amendment to this Project Agreement.

Total maximum value of this Project Agreement is **\$120,000**.

4. **Miscellaneous.**

1. This AMENDMENT ONE TO FIFTH PROJECT AGREEMENT shall only be effective upon execution by both the AUTHORITY and SYSD.
2. This AMENDMENT ONE TO FIFTH PROJECT AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. If any provision of this AMENDMENT ONE TO FIFTH PROJECT AGREEMENT is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this AMENDMENT ONE TO FIFTH PROJECT AGREEMENT unless elimination of such provision materially alters the rights and obligations set forth herein.
4. Each Party declares that prior to the execution of this AMENDMENT ONE TO FIFTH PROJECT AGREEMENT, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding this AMENDMENT ONE TO FIFTH PROJECT AGREEMENT.



IN WITNESS WHEREOF, EACH PARTY HAS EXECUTED THIS AMENDMENT ONE TO FIFTH PROJECT AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

<p>DATE: _____</p> <p><u>SCHOOL DISTRICT:</u> <u>SAN YSIDRO SCHOOL DISTRICT</u></p> <p>BY: _____ (Signature)</p> <p>Marilyn Adrianzen Chief Business Official 4350 Otay Mesa Road San Ysidro, CA 92173</p> <p>Board Approved:</p>	<p>DATE: _____</p> <p><u>AUTHORITY:</u> <u>FACJPA AGENCY: SAN DIEGO COUNTY</u> <u>SUPERINTENDENT OF SCHOOLS</u></p> <p>BY: _____ (Signature)</p> <p>Michael Simonson Assistant Superintendent of Business Services Division 6401 Linda Vista Rd., Rm 506 San Diego, CA 92111</p>
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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH NINYO & MOORE – AMENDMENT NO. 2

BACKGROUND INFORMATION:

On August 9, 2018, the Governing Board approved the agreement with Ninyo and Moore to perform geotechnical engineering, lab services, and special inspections to prepare for DSA closeout of the La Mirada and Smythe Modernization Projects.

Amendment No. 2 is to request additional services to assist with:

- DSA Project Closeout for Sunset School. If unable to closeout this project, Ninyo & Moore will notify the District of their findings and will provide suggestions on how to proceed. (\$3,200.00)
- Evaluate existing glulam beams throughout the classroom buildings at La Mirada and Smythe Schools. (\$6,800.00)
- All other terms and conditions remain the same.

RECOMMENDATION:

Approve Amendment No. 2 to the Ninyo and Moore Agreement to assist with the DSA Project Closeout for Sunset School and evaluate existing glulam beams at La Mirada and Smythe Schools at a cost not to exceed \$10,000.00 from the Building and/or General funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <u>MA</u>	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> AMENDMENT NO. 2 \$10,000.00 (Amount) </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; text-align: center;"> Building / General Fund (Name of funding source and/or location) </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; text-align: center;"> -- (Funding account number) </div>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 2

The Professional Services Agreement between San Ysidro School District (District) and Ninyo & Moore Geotechnical and Environmental Sciences Consultants was entered on August 10, 2018, to perform geotechnical engineering, lab services and special inspections to prepare for DSA closeout of the La Mirada and Smythe Modernization Projects.

Amendment No. 2 - The following sections are being amended.

• SECTION NO. 3 ADDITIONAL SERVICES AND EXHIBIT A - SCOPE OF SERVICES:

1. Assist with the DSA project closeout at **Sunset School**

(*DSA Application No. 04-101689 / Project No. 108288007*) – See attached proposal

Phase I – Search for project documents. If required forms are located, Phase II will not be needed. (NTE \$800.00)

Phase II – In the event the necessary documents are not located in Phase I, search and review of individual daily inspection reports and materials test data to prepare with the DSA closeout. (NTE \$2,400.00)

If there are no sufficient documentation to support the preparation of DSA closeout documents, Ninyo & Moore will notify the District of their findings and suggestions of how to proceed.

2. Evaluate glulam beams throughout the classroom buildings at **La Mirada and Smythe Schools**.

(*Project No. 108288004-005*) (NTE \$6,800.00) - – See attached proposal

All other Terms and Conditions of the Agreement dated August 10, 2018 remain the same.

The District and Ninyo & Moore, each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party for which his or her signature is made.

Ninyo & Moore

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

12-13-18

Board Approved



November 8, 2018
Project No. 108288007

Ms. Joanne Branch
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Proposal for Consulting Services for DSA Project Closeout
Sunset Elementary School
3825 Sunset Lane
San Ysidro, California
DSA Application #04-101689

Dear Ms. Branch:

In response to your request, we are pleased to submit this proposal to provide consulting services to aid in the Division of the State Architect (DSA) closeout process for the subject project. We understand that the project at Sunset Elementary School under DSA Application 04-101689 has been finished for several years. However, closeout of the project through DSA has not yet been completed. Specifically, DSA issued a form 301-P Notification of requirement for Certification on June 7, 2017 indicating what project documents remain outstanding for closeout of the project. Amongst those items that remain outstanding include the original DSA 291 form and several DSA 292 forms to cover special inspections for concrete batching, shop welding, shop fabrication, field welding, and high strength bolting. The purpose of our services will be to locate or provide replacement documents pertaining to the required DSA 291 and 292 forms to assist with closeout of the project with DSA.

PROPOSED SCOPE OF SERVICES – PHASE 1

Our consulting services will be performed in two phases, if needed. The first phase will involve the search for project documents within the San Ysidro School District office file. Our review of the District office file will be to evaluate what documents are included and to track down the noted DSA 291 and 292 forms. If the noted DSA 291 and 292 forms are found within the District office file, the following Phase 2 of our consulting services will not be needed.

PROPOSED SCOPE OF SERVICES – PHASE 2

In the event the noted DSA 291 and 292 forms are not found within the District office file, we will proceed with Phase 2 of our services. These services will include the individual review of daily inspection reports and materials test data available in the District office file. If the file includes the relevant information relating to the total inspections and test results relating to laboratory testing along with concrete batching inspection, shop welding inspection, shop fabrication inspection, field welding inspection, and high strength bolting inspection, then we will proceed with the preparation of replacement DSA closeout documents. If there is not sufficient documentation in the District office file to support the preparation of replacement DSA closeout documents, we will notify the District of our findings and suggestions on how to proceed.

FEE ESTIMATE

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

Scope of Services	Estimated Fee
Phase 1 Services (Document Search)	\$800.00
Phase 2 Services (Preparation of Replacement DSA Closeout Documents)	\$2,400.00
Total	\$3,200.00

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

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

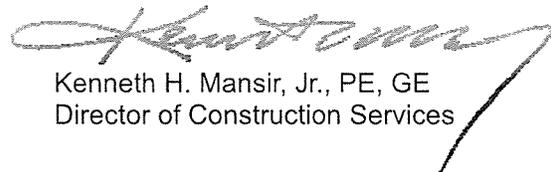
Respectfully submitted,
NINYO & MOORE



Jeffrey T. Kent, PE, GE
Principal Engineer

JTK/KHM/gg

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



Kenneth H. Mansir, Jr., PE, GE
Director of Construction Services



Geotechnical & Environmental Sciences Consultants

November 30, 2018
Project No. 108288004-005

Dr. Gina Potter
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Revised Budget Request for Glue-Laminated Beam Evaluation
Smythe and La Mirada Elementary Schools
San Ysidro, California

Dear Dr. Potter:

Ninyo & Moore recently performed an evaluation of the existing glue-laminated (glulam) beams in the Multi-Purpose Buildings at Smythe and La Mirada Elementary Schools. Based on discussions with Ms. Joanne Branch, we understand that the District is requesting that the conditions of the evaluation of the existing glulam beams throughout the classroom buildings at each school campus be evaluated by an American Institute of Timber Construction (AITC) inspector.

SCOPE OF SERVICES

We propose to retain a DSA-certified glulam inspector to perform the following services:

- Perform visual observation/inspection to evaluate the overall conditions of the existing glulam beams in the three classroom buildings at La Mirada Elementary School and the six classroom buildings at Smythe Elementary School.
- Prepare a written report presenting the observations, findings, and conclusions based on the evaluation. The report will also present recommendations for repairs and/or additional evaluation, if needed.

ASSUMPTIONS

In preparing this budget request, we have made the following assumptions:

- The work will be done during normal working hours (i.e., Monday through Friday, 7:00 AM to 5:00 PM). If work is to be completed outside these hours, overtime premiums will apply and our estimated fee will increase accordingly.
- Evaluation of glulam beams at Smythe and La Mirada Elementary Schools will be performed during three consecutive days as a single mobilization. If a fourth day and/or second mobilization is required, our fees will increase accordingly.

14E.5

- The District's maintenance personnel will be on-site to escort and assist the glulam inspector during the evaluation. Additional Ninyo & Moore personnel will not be requested/required to be on-site during the evaluation.

FEE ESTIMATE

Based on the anticipated scope of services outlined above, we estimate the fee for the special inspection of existing glulam beams will be approximately \$6,800 (Six Thousand Eight Hundred Dollars). A breakdown of this estimated fee is shown on Table 1 (attached). This fee is based on our assumptions and scope of services presented herein. The above fee does not include time and/or fees for attending/participating in on-site meetings to discuss findings. Requested services beyond those outlined herein will be provided upon request and will be under separate cover.

If you are in agreement with this request, please forward a new PSA. We appreciate this opportunity to be of service and our continued working relationship with the San Ysidro School District.

Respectfully submitted,
NINYO & MOORE



Gabriel Smith, PE
Project Engineer



Mark Cuthbert, PE
Principal Engineer

GS/MC/gg

Attachments: Table 1 – Breakdown of Estimated Fee
Timber Products Proposal (email dated November 26, 2018)

Distribution: (1) Addressee (via e-mail)
(1) Ms. Joanne Branch; San Diego County Office of Education (via e-mail)

14E.5

Table 1 – Breakdown of Estimated Fee

Evaluation of Existing Glulam Beams

Principal Engineer/Geologist	1 hour @ \$168.00 /hour	\$ 168.00
Project Engineer/Geologist	2 hours @ \$156.00 /hour	\$ 312.00
Glulam Beam Inspection (Subcontractor)	Estimate (see attached email)	\$ 5,200.00
Markup for Subcontractor Services	10% Markup	\$ 520.00
	Subtotal	\$ 6,200.00

Contingency

General 10% Contingency		\$ 600.00
	Subtotal	\$ 600.00

TOTAL ESTIMATED FEE **\$ 6,800.00**

14E.5

Gabriel Smith

From: Jeremy Williams <jwilliams@tpinspection.com>
Sent: Monday, November 26, 2018 11:15 AM
To: Gabriel Smith
Subject: RE: SYSD - Glu Lam inspections
Attachments: GLULAM Request Form- LOR.doc

Gabe,

Based on our conversation I have revised the previous quote to reflect 3 days of work on the Smythe and La Mirada projects. If you would like to proceed with the inspection, please fill out the attached service request form and return in to my attention.

- Work time - 24 hrs @ \$150/hr = \$3,600
- Travel time – 6 hrs @ \$150/hr = \$900
- Mileage – 350 miles @ \$0.45/mi = \$157.50
- Hotel – 3 nights @ \$120 = \$360
- Meals – 3 days @ \$30 = \$90
- TOTAL = \$5,107.50

The above total is an estimate only. Actual work and travel times, as well as expenses may differ from those listed above. Work time is based on 3 work days consisting of 8 hours per day. This estimate is based on inspecting 30 beams per day.

Thanks,

Please note that Timber Products Inspection has recently updated its phone system and all extensions have changed.

Jeremy L. Williams
Controller
WRD, Inc. / Timber Products Inspection, Inc.
1641 Sigman Rd, Conyers, GA 30012
(770) 922-8000 Ext. 4990 Office
(770) 785-4800 Direct
(404) 556-5221 Mobile

www.tpinspection.com

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: llw
 Informational
 Action

AGENDA ITEM: PURCHASE OF ANNUAL PUBLIC PERFORMANCE SITE LICENSE FOR SCHOOL YEAR 2018-19

BACKGROUND INFORMATION:

The San Ysidro School District has a need to purchase a Public Performance Site License annually. The Public Performance Site License allows the District to show movies to a group of students during non-instructional periods such as rainy days (indoor recess), Parent/Teacher Association (PTA) sponsored events and/or during the before/after school program. If the District does not obtain a Public Performance Site License, the risk of breaking copyright infringement laws exist each time a movie is shown and would have to pay a fine in excess of the annual fee.

The District would like to renew the Public Performance Site License provided by SWANK Movie Licensing USA to be effective from November 16, 2018 to November 15, 2019 for the following schools: La Mirada, Ocean View Hills, San Ysidro Middle, Smythe, Sunset, Vista Del Mar and Willow Schools.

RECOMMENDATION:

Ratify the purchase of an Annual Public Performance Site License for school year 2018-2019 that allows the legal use of movies within the District's school facilities at a cost not to exceed \$2,986.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <u>llw</u>	
Financial Implications? Are funds for this item available in the 2018-2019 Budget?	Requisition #	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input style="width: 100%; height: 20px;" type="text"/>	
NOT TO EXCEED <input style="width: 100%; text-align: center;" type="text" value="\$2,986.00"/> (Amount)	<input style="width: 100%; text-align: center;" type="text" value="General Fund"/> (Name of funding source and/or location)	<input style="width: 100%; text-align: center;" type="text"/> (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SWANK

MOVIE LICENSING USA

INVOICE NO.	INVOICE DATE
2584429	10/16/2018
PURCHASE ORDER NO.	LICENSE NO.
	164368001
Terms:	
Invoice is due and payable upon receipt	

We accept Visa, Mastercard, American Express and Discover. Please call 800-876-5445 to make your payment today.

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Chief Operations Officer
San Ysidro Elementary District
4350 Otay Mesa Rd
San Ysidro, CA 92173

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San Ysidro Elementary District

4350 Otay Mesa Rd
San Ysidro, CA 92173

LICENSE

PUBLIC PERFORMANCE SITE LICENSE covering legal use of movies from 11/16/18 - 11/15/19 within the school facilities of:

\$2,986.00

La Mirada Elementary School	\$426.00
Ocean View Hills School	\$426.00
San Ysidro Middle	\$426.00
Smythe Elementary	\$426.00
Sunset Elementary	\$426.00
Vista Del Mar Elementary	\$401.00
Willow Elementary School	\$455.00

Pay This Total \$2,986.00

Inquiries: Toll-Free (800) 876-5445 or Fax (877) 876-9873
Or e-mail: mail@movlic.com

Federal Tax ID# 43-1382264

Public Performance Site License to exhibit Motion Pictures legally within the school building.

TEAR HERE

SWANK

MOVIE LICENSING USA

PLEASE MAIL THIS PORTION WITH YOUR REMITTANCE TO:

2844 PAYSphere Circle
Chicago, IL 60674

Please make check payable to Swank Movie Licensing USA

SITE LICENSE NUMBER:	164368001	14E.6 Page 2 of 2
INVOICE NUMBER:	2584429	
TOTAL DUE:	\$2,986.00	
INVOICE DATE:	10/16/2018	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

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

INITIAL *LV*
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH CATHOLIC CHARITIES
FOR FOSTER GRANDPARENT PROGRAM

BACKGROUND INFORMATION:

The mission of the Foster Grandparent Program is to create an enriching environment for retired Seniors to remain active while making an impact on the needs of their communities. Senior volunteers provide one-to-one assistance for children with special and exceptional needs including tutoring and mentoring.

The San Ysidro School District has been a host site for the Foster Grandparent Program for over 27 years. Each year, Catholic Charities, the program sponsor for the Foster Grandparent Program, renews their agreement to host the program with a "Memorandum of Understanding" outlining the responsibilities of the host and sponsor. The Preschool & Child Development Program can accommodate upto seven (7) grandparent volunteers to assist staff at the three preschool sites (Child Development Center, Sunset Preschool and Ocean View Hills Preschool) . Each Foster Grandparent Volunteer receives a daily meal from the school site cafeteria. The inkind cost per meal is \$4.00 per Foster Grandparent Volunteer. Note: No religious instruction/worship is offered through this program.

The Addendum is to ensure that the sponsor has the appropriate indemnification and insurance coverages for their organization and staff assigned to our District during the term of the agreement.

RECOMMENDATION:

Approve the agreement and addendum with Catholic Charities for the Foster Grandparent Program that will be in effect from January 1, 2019 through December 31, 2019 at a cost up to \$3,800.00 from the Preschool's donation account.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: *new*

Financial Implications?

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

Requisition #

Yes No

Yes No

\$3,800.00
(Amount)

Preschool & Child Development
Donation Account
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

MEMORANDUM OF UNDERSTANDING

Catholic Charities
And
San Ysidro School District CDC

Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The Volunteer Station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days notice for a major alteration of terms and immediately for a minor change by either of the parties.

The Memorandum of Understanding will be in effect from January 1, 2019 through December 31, 2019.

1. The sponsor will:

- a. recruit, interview, screen (includes DOJ, FBI fingerprinting, NSOPW Sex Offender checks and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
- b. Furnish adequate volunteer accident and medical insurance at \$50,000 per occurrence and excess liability insurance coverage in the amount of \$1,000,000 each occurrence, \$3,000,000 aggregate as required by Foster Grandparent Program (FGP) Federal Guidelines. Proof of coverage to be provided with the annual renewal of the MOU agreement.
- c. retain full responsibility for the management and fiscal control of the program.
- d. require physical examination for all volunteers prior to assignment and annually thereafter.
- e. specify those activities which are appropriate and inappropriate for volunteers to perform.

- f. provide on-going in-service training for volunteers throughout their tenure in the program.
- g. in cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.
- h. Provide technical support regarding program services, guidelines and policies and procedures upon initial startup and/or as needed.
- i. Under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
- j. No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

2. The Volunteer Station will (please initial):

- 1. _____ accommodate 6 Foster Grandparent Volunteers to serve at least 3 children each who have special or exceptional needs or a need for academic support for a minimum period of 15 hours per week.
- 2. _____ develop and track Volunteer Assignment Plans, as appropriate, for each child assigned to a Foster Grandparent.
- 3. _____ assist the FGP Director to develop and monitor Performance Measurements and track related data in conformity with federal program regulations.
- 4. _____ compile and/or provide to the FGP Director outcome related data for year end performance and outcome reports.
- 5. _____ designate a Volunteer Station Coordinator to serve as liaison with the Program.
- 6. _____ provide supervision of volunteers in coordination with the FGP staff.
- 7. _____ provide volunteers with site specific orientation, training (20 hours of pre-service for new volunteers), and assignments which utilize their skills and abilities.

8. _____ may provide cash/in-kind contribution(s) in support of the program.
9. _____ has the right to request the FGP Director to transfer or remove a volunteer.
10. _____ provide for adequate health and safety protection of volunteers at the volunteer station.
11. _____ validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, Volunteer Assignment Plans, Accident & Injury Incident Reports.
12. _____ Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference, military status or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.
13. _____ provide recognition of volunteer's contributions at volunteer Stations, and support annual Foster Grandparent Program recognition luncheon.
14. _____ provide meeting space for training purposes, individual interviews and consultations.
15. _____ notify program staff immediately of any accident or emergency involving a Foster Grandparent.
16. _____ ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing/advertising materials when the information is related to the Catholic Charities Foster Grandparent Program.
17. _____ With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agencies and/or organizations.

18. _____ Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
19. _____ Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
20. _____ Displacement of Employees: The Volunteer Station will not assign FGP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
21. _____ under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
22. _____ No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Appaswamy Pajanor

TITLE Executive Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

By _____
Sharin Yetman

TITLE FGP/SCP Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

VOLUNTEER STATION/DISTRICT

Preschool and Child Development Center

BY: _____
Lorena Varela-Reed

TITLE: Director

ADDRESS
1800 Smythe Ave.

San Ysidro, CA 92173

619-428-2352

DATE _____

SYSD REPRESENTATIVE

San Ysidro School District

BY: _____
Dr. Mary Willis

TITLE: Interim Superintendent

ADDRESS
4350 Otay Mesa Road

San Ysidro, CA 92173

619-428-4476

Board Approved: _____

DATE: _____

TO: Foster Grandparent Program of San Diego County
FROM: Lorena Varela-Reed, San Diego School District CDC
RE: In-Kind Meals

This is to certify that between the period of January 1, 2019 through December 31, 2019, meals at a minimum value of \$4.00 (____please initial) each will voluntarily be provided by our facility from non-federal funds for Foster Grandparent volunteers assigned at this site.

Foster Grandparents' time sheets will verify the number of meals provided monthly.

Volunteer Station Administrator

Date

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM**

SHARE OF COST AGREEMENT

This Share of Cost Agreement between Catholic Charities Foster Grandparent Program

and

San Ysidro School District CDC

is effective from January 1, 2019 through December 31, 2019. The Volunteer Station voluntarily agrees to support the Foster Grandparent Program through a contribution of \$200 per calendar year per Foster Grandparent volunteer at the site. It is understood that this support is not a fee for service.

Consider this confirmation as verification that cash contributions in support of the Catholic Charities Foster Grandparent Program for 2019 are from non-federal resources.

Payment may be made as a one-time payment, or on a quarterly or monthly basis. Checks should be made out to Catholic Charities, Foster Grandparent Program.

Signed: _____
Volunteer Station Administrator

Date: _____

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM**

MEMORANDUM OF UNDERSTANDING ADDENDUM

Catholic Charities (Sponsor)
And
San Ysidro School District (District)

Term: January 1, 2019 through December 31, 2019

Both the Sponsor and the District (Parties) agree to the following:

- **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.

- **INSURANCE:**

In addition to the insurance coverage provided in section 1.b above, the parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date.

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

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

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Appaswamy Pajanor

TITLE Executive Director,

Catholic Charities

ADDRESS 349 Cedar Street
San Diego, CA 92101-3197

DATE _____

By _____
Sharin Yetman

TITLE Executive Director,

Catholic Charities

ADDRESS 349 Cedar Street
San Diego, CA 92101-3197

DATE _____

VOLUNTEER STATION/DISTRICT

Preschool & Child Development Center

BY: _____
Lorena Varela-Reed

TITLE Director

ADDRESS
1880 Smythe Avenue

San Ysidro, CA 92173

619-428-2352

DATE _____

SYSD REPRESENTATIVE

San Ysidro School District

BY: _____
Marilyn Adrianzen

TITLE Chief Business Official

ADDRESS
4350 Otay Mesa Road

San Ysidro, CA 92173

619-428-4476

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

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

INITIAL: gap
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0036 – BOARD COMPENSATION FOR MISSED MEETINGS

BACKGROUND INFORMATION:

The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attending during the month unless otherwise authorized by Board resolution. Marcos A. Diaz was absent from the Regular Board meeting of November 8, 2018.

RECOMMENDATION:

Adopt Resolution No. 18/19-0036 recognizing that Marcos A. Diaz was absent from the Regular Board Meeting of November 8, 2018 due to hardship and received the maximum monthly compensation for that month.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: NA

Financial Implications?

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

Requisition #

Yes No

Yes No

\$264.60 <small>(Amount)</small>

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

-- <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD**

RESOLUTION NO. 18/19-0036

BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Marcos A. Diaz did not attend the Regular Board Meeting on November 8, 2018, for the following reason(s):

- Performance of other designated duties for the district during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month November 2018.

PASSED AND ADOPTED THIS 13th day of December 2018 at a regular meeting, by the following vote:

AYES: _____ **NOES:** _____ **ABSENT:** _____ **ABSTAIN:** _____

Attest:

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

Board President

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

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

INITIAL: GAP
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0037 – BOARD COMPENSATION FOR MISSED MEETINGS

BACKGROUND INFORMATION:

The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attending during the month unless otherwise authorized by Board resolution. Antonio Martinez was absent from the Regular Board Meeting of November 8, 2018.

RECOMMENDATION:

Adopt Resolution No. 18/19-0037 recognizing that Antonio Martinez was absent from the Regular Board Meeting of November 8, 2018 due to illness and received the maximum monthly compensation for that month.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: NA

Financial Implications?

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

Requisition #

Yes No

Yes No

\$264.60 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD**

RESOLUTION NO. 18/19-0037

BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Antonio Martinez did not attend the Regular Board Meeting on November 8, 2018, for the following reason(s):

- Performance of other designated duties for the district during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month November 2018.

PASSED AND ADOPTED THIS 13th day of December 2018 at a regular meeting, by the following vote:

AYES: _____ **NOES:** _____ **ABSENT:** _____ **ABSTAIN:** _____

Attest:

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

Board President

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH LIFETOUCH NATIONAL SCHOOL STUDIOS -
AMENDMENT NO. 1

BACKGROUND INFORMATION:

On May 30, 2017, the Governing Board approved a 3-year agreement (2017-18 through 2019-20) with Lifetouch National School Studios (LifeTouch) authorizing Lifetouch to provide school portraits and other complimentary services for students and staff. Services may vary from school-to-school based on Principal's choice and through the collaborative effort with the schools's Parent-Teacher Association (PTA).

This Amendment is to amend Section 2.2 of the agreement, directing Lifetouch to issue the commission earned directly to the school's PTA effective 2018-19 school year. The PTA and the School Principal will coordinate how these funds will be used for student related events. It also includes the terms of the Yearbook Publication Services (agreement) for those schools that would like to use these services. All other terms and conditions will remain the same.

RECOMMENDATION:

Ratify Amendment No. 1 to the Lifetouch National School Studios Agreement to include yearbook publication services and other complimentary services for students and staff for school years 2018-19 and 2019-20.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input type="checkbox"/> New <input checked="" type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u>MA</u>
Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; width: 100%; height: 20px;"></div>
<div style="border: 1px solid black; width: 100%; padding: 5px; text-align: center;">N/A</div> (Amount)	<div style="border: 1px solid black; width: 100%; padding: 5px; text-align: center;">N/A</div> (Name of funding source and/or location)	<div style="border: 1px solid black; width: 100%; padding: 5px; text-align: center;">--</div> (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

YEARBOOK PUBLICATION AGREEMENT - WEBEASE 2019

Job #:

Renewal Account Name:			
New Account Name:	School	Contract Years:	2019 LID #: 7919
Address:	City: San Ysidro	State: CA	Zip Code: 92173
Phone #:	Enrollment: 850		
School Year Open Date:			
School Year Close Date:			
1. Welcome Packet:	Yes	Adviser Name:	
2. Ship Yearbooks To:	Account	Adviser Email:	@sysdschools.org
3. Send Invoice To:	Account	Adviser Phone:	
4. Purchase Order Number:			
		Alt Address Name	
		Street Address:	
		City, State, Zip:	

YEARBOOK SPECIFICATION INFORMATION:

	School Price per Book *	Consumer Price per Book
Program: Color WebEase	\$12.00	\$15.00
Sales Pack Type: Separate Sale	-	-

PORTRAIT INFORMATION:

Photographed by Lifetouch:	Yes	-
Enter LNSS Photo Job #:	CK90-8-496-Y0	-

PAGES/COPIES:

Number of Pages:	60	-
Number of Copies:	150	-

COVER:

Cover Type:	Split Cover	\$4.50	\$5.00
Cover Binding:	Saddle Stitch	\$0.00	
Cover Category:	Full Color Original Design	\$0.00	-
Foil Imprinting:	Foil School Name & Year	\$0.00	\$0.00

ENDSHEETS - FOR HARD COVERS ONLY:

Endsheet Cat:	White	-
SFB/DFB:	ite	

PERSONALIZATION:

Personalization:	Standard - MYPC	
Foil Names Line 2:		\$0.00
Icons (must have foil names):		\$0.00

ENHANCEMENTS:

Zoom	Elem. Zoom Taped Diff. Qty	\$3.00	\$3.00
Autograph Inserts	4-Pg Taped Diff. Qty	\$2.00	\$2.00
Stickys	Yes	\$2.00	\$2.00

YBPAY:

YBPay Program	Direct
Est. Enroll (For Deluxe):	

SPECIAL OFFERS/COMMENTS

*

YEARBOOK DATES:

Cover & ES Deadline:	TBD
First Deadline:	TBD
Final Deadline:	TBD
Yrbk Arrival Date:	TBD
Set up Sales Tracker/Activate YBPay:	TBD
Sales Flyer Need by Date:	TBD
Set up Parent Notify:	TBD
1st Back to School Sale:	TBD
2nd Back to School Sale:	TBD
FRN's Need by Date:	TBD

SALES REPRESENTATIVE USE ONLY

Signing Info:	ODC	Packaging: Yes
Tiered Pricing:		AM Booking ID
Cut-Out Pages:	Yes	

PRICING

A la Carte Items:	School Price *	Consumer Price:
Book Price	\$12.00	\$15.00
MYPC	\$6.00	\$6.00
Foil Names -1 line		
Foil Names -2 Lines		
Icons		
Zoom	\$3.00	\$3.00
4-Pg Auto Insert	\$2.00	\$2.00
YB Stickys	\$2.00	\$2.00
Hard Cover Upgrade	\$4.50	\$5.00
Package Config:	Standard - MYPC	
Packages:	School Price:	Consumer Price:
Package A:	\$21.50	\$24.50
Package B:	\$20.00	\$23.00
Package C:	\$18.50	\$21.50
Package D:	\$14.00	\$17.00
S & H Charge	Fixed per Book	\$0.50
Deposit Rate	75%	

* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation.

Lifetouch Representative	Rep Code:	The School, by its authorized representative, designates Lifetouch National School Studios Inc. (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.	
Diana Lilleeng	CK5W		
Lifetouch Representative Phone # / Email Address		Authorized School Representative (Print)	Title
(619) 430-0841	dlilleeng@lifetouch.com		
Lifetouch Representative (Signature)		Authorized School Representative (Signature)	Date

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Lifetouch National School Studios, Inc. ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

Remit Payment To:
Lifetouch National School Studios Inc.
Accounts Receivable

Customer Care
Email: webeasecustomercare@lifetouch.com
Phone: 1.800.736.4761

Terms of the Publication Agreement

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LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

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ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

Remit Payment To:

Lifetouch National School Studios Inc.
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Customer Care

Email: webeasecustomercare@lifetouch.com
Phone: 1.800.736.4761

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: MLW
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR 21ST CENTURY COMMUNITY LEARNING CENTERS PROGRAM

BACKGROUND INFORMATION:

The 21st Century Community Learning Centers (21st CCLC) initiative is the only Federal funding source dedicated exclusively for afterschool programs. The No Child Left Behind Act reauthorized 21st CCLC in 2002, transferring the administration of the grants from the U.S. Department of Education to the State education agencies. The program was again reauthorized in 2015 in the Every Student Succeeds Act (ESSA). Each state receives funds based on its share of Title I funding for low-income students. Grants support afterschool programs that provide services to students attending high-poverty, low-performing schools. This grant is to improve academic achievement and provide safe & healthy recreation & prevention activities for students at qualified school sites. The schools that will be receiving these funds are Willow School and San Ysidro Middle School.

The 21st CCLC is administered by the San Diego County Superintendent of Schools in accordance with the provisions of the California Education Code. The 21st CCLC are considered direct grants and the California Department of Education (CDE) shall pay grantees according to an authorized schedule. The total grant amount for the District is \$105,300.00, the SDCOE will retain 2% (\$2,106.00) of grant funds for county-wide program coordination, technical assistance and program support. Program funds will be dispersed to the District based on reimbursement from CDE. Annual 21st CCLC allocation shall not exceed \$103,194.00.

RECOMMENDATION:

Ratify the agreement with the San Diego County Superintendent of Schools for the 21st Century Community Learning Center Program (CCLC) grant award allocations in an amount of \$105,300.00 for school year 2018-19. Schools benefiting from these funds are San Ysidro Middle School and Willow Elementary School.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement – Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

Renewal New Amendment Ratify Other

Business Services Reviewed: MLW

Financial Implications?

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

Requisition #

Yes No

Yes No

GRANT

\$105,300.00

(Amount)

21st CCLC Grant

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial

Certification Requested Yes No

Superintendent's Office Certification:



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

MEMORANDUM OF AGREEMENT

This Agreement for the 21st Century Community Learning Center Program (21st CCLC) is entered into this 1st day of July 2018 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **San Ysidro School District** (herein known as "District") who agrees to provide the services in accordance with the provisions of the California *Education Code* (EC) sections 8484.7-8484.9. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to District for up to the entire grant amount allocated for the 21ST CCLC Program. Any invoice from the California Department of Education (CDE) to the County due to District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. General Conditions:

21ST CCLC Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For After School programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students to participate every day that the after school component operates. Middle school and/or Junior high school should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish 21ST CCLC after school component program goals.
4. Establish a policy for early release of students attending the 21ST CCLC after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Ensure that Elementary students participate in every day's activity that the 21ST CCLC before school component is operational. Middle school or junior high school should participate a minimum of six (6) hours a week or three (3) days a week to accomplish program goals.
6. Establish a policy for late arrival of those students attending the 21ST CCLC before school component needing to arrive late to the before school component of the program. This late arrival policy should include parental permission stating dates, times and reasons for the late arrival.
7. To ensure that subsequent 21ST CCLC grant awards will not be reduced due to insufficient program attendance and performance, District must enforce the grant rules in compliance with **California Education Code 8483.7(a) (1) (A)**. California Education Code 8483.7(a) (1) (A) states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is

subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years:

- i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions:(I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant.(II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
- ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
- iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with **California Education Code 8483.7 shall result in a reduction of the 21ST CCLC grant award allocations.**

2. Web-Based Attendance and Daily Attendance Accountability Requirements.

1. In FY 18/19 District receiving 21ST CCLC funds must implement the City Span Web-based Attendance Tracking System (www.youthservices.net/sandiego) for daily program attendance entry.
2. District must fully utilize the “Automated Card Scanning” capability for the system. The City Span Web-based Attendance Tracking System will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with 21ST CCLC Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the 21ST CCLC program.
3. Use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. Should District choose not to implement the City Span System District must provide a description and demonstration of their attendance tracking system to SDCOE for review. All Districts choosing not to use the SDCOE Web-based Attendance System must fully demonstrate that the attendance system they implement has the necessary capability to ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with 21ST CCLC Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the 21ST CCLC program. Also, all Districts choosing not to use the City Span system must use daily automated attendance features that will ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1). All non-City Span systems will be reviewed by SDCOE staff to ensure State Audit Guide and California Education Code compliance. Each District will be subject to site review of the attendance procedures at a minimum of 15 21ST CCLC programs. During the attendance review the District’s system must ensure that all Early Release/Late Arrival

Policies as well as ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).

5. District will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the new Card Scanning System.
6. In addition, District must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

3. Staffing Requirements:

1. District must ensure a student-to-staff ratio of no more than 20 to 1 at all 21ST CCLC sites.
2. District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.

4. State Mandated Data and Evaluation Requirements:

1. Participate in statewide evaluation process as determined by the CDE and provide all required information.
2. Respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Annually provide participating pupils' regular school day and program attendance and STAR test results as requested by District.
4. To standardize procedures and collection tools developed for evaluation purposes.
5. Ensure the timely and accurate collection of data required to conduct the 21ST CCLC program evaluations including but not limited to Annual Performance Reports.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$8.19 per student per day for PM (After School) reimbursement and a rate of \$5.46 per student per day for AM (Before School) reimbursement.
2. Allow participation of any student of a participating school regardless of their ability to pay.

3. Upon notification of overpayment of the 21ST CCLC grant in excess of the grant award amount or request for reimbursement of unexpended 21ST CCLC grant funds by the CDE, District will be required to return the entire amount of funding in question to the County (SDCOE).
4. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the 21ST CCLC grant award during the current fiscal year or in subsequent years of the grant.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. The District follows all fiscal and auditing standards required by the CDE. (EC §§ 8482.3(f) (5), 8484.8(b) (3), (4).).
2. Provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the 21ST CCLC Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
3. Participate in Federal Program Monitoring (FPM) training as conducted by SDCOE.

7. Budget Restrictions

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the agency's CDE approved indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. No more than 15% of the annual grant amount may be used for start-up costs in year one only.
4. Funds must supplement, not supplant, existing services. Programs cannot use 21ST CCLC funds to pay for existing levels of service.
5. Only sites operating programs are eligible to claim administrative, operational, and/or start-up.
6. The District agency spends no more than the greater of 6 percent of the grant amount or seven thousand five hundred dollars (\$7,500) to collect outcome data for evaluation and for reports as required by the CDE. (EC § 8426(g) (2).)
7. To ensure that District follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3),(4).). District can be required to provide copies of the following documents to SDCOE:
 - Before and After School Program (BASP) contracts – for ASES, ASSETs and 21st CCLC subcontracts to provider agencies that operate Before and/or After School Programs.
 - BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.

- BASP expenditure reports at the District and/or site level that clearly demonstrate that the 85/15 requirement is met. These reports will be completed via the City Span Web-based Attendance and Fiscal Management System.
 - BASP line item budgets.
 - BASP time sheets, including time accounting methods.
8. The District will need prior approval from SDCOE to make a capital expenditure purchase with ASES, grant funds of \$5,000 or more. Including replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment or other capital assets are allowable as a direct cost when approved by the awarding agency.

The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations(CFR)*, Part 200.313 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

8. Inventory

1. The LEA/grantee agency maintains an inventory record for each piece of equipment, with an acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds.
2. The record describes the acquisition by:
 - (a) Type
 - (b) Model
 - (c) Serial number
 - (d) Funding source
 - (e) Acquisition date
 - (f) Cost
 - (g) Location
 - (h) Current condition
 - (i) Transfer, replacement, or disposition of obsolete or unusable equipment
EC § 35168; 5 CCR 3946; 34 CFR 80.32(d)(I).
3. The school District has conducted a physical check of the inventory of equipment within the past two years and has reconciled the result with inventory records. (34 CFR 80.32(d)(2)).

9. Additional 21ST CCLC Program Operation Requirements.

1. Designate a 21ST CCLC Contact person.
2. Ensure the designated 21ST CCLC Contact attends the scheduled 21ST CCLC District Contact meetings provided by the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego County Office of Education (SDCOE).
3. Operate the After School Education and Safety Program (21ST CCLC) to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate 21ST CCLC programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
6. The program will have an educational enrichment element that may include, but not limited to fine arts, recreation, health awareness, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
7. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g. city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by District or designee to enrolled pupils.
9. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.
10. Provide information regarding the After School Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
12. Collaborate and coordinate with the regular school day program.
13. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the 21ST CCLC program.
14. Notify the County in the event the District intends to close or relocate an 21ST CCLC program school site, either temporarily or permanently.
15. All staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to District policy.
16. Each 21ST CCLC funded District will be responsible for the development of a FY 2018-2019 After School Program Plan as part of the San Diego 21ST CCLC program Consortium. Working in collaboration with the District Contact, Site Coordinator, Site Principal and other CBO partnerships the District 21ST CCLC program plan is due on October 10, 2018 to SDCOE via City Span.
17. District staff will review the 21ST CCLC program plan annually and provide updates and/or revisions based on 21ST CCLC program components, California Department of

Education guidelines, identified District program changes based on grant reduction or new sites.

18. Each District 21ST CCLC Program plan will identify FY 2018-2019 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
19. Ensure that 21ST CCLC staff attends countywide, regional, and District training opportunities designed to maximize program effectiveness.
20. Host scheduled technical assistance site visits conducted by staff from the After School Administrative Program Support Center (ASC) and the Children's Initiative.
21. Work with staff from Educational Resource Consultants (ERC), the After School Administrative Support Center (ASC), and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
22. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.
23. Contribute 2% from the grant funds to SDCOE for countywide program coordination, training, technical assistance and administrative support.

10. As the official Grantee of Record, the County will provide the following:

1. In coordination with District, inform statewide after school efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and After School Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations and the private sector in after school issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the Districts, school sites, and the California Department of Education regarding the 21ST CCLC programs.
4. Establish and process Memoranda of Agreement (MOAs) with all Districts providing after school services via 21ST CCLC grants.
5. Maintain files of MOAs and invoices submitted by implementing Districts.
6. Establish and maintain master files of 21ST CCLC participants, funding levels, attendance, expenditures, allocations and payment transmittals.
7. Verify all 21ST CCLC funding levels and allocations based on official records provided by CDE.
8. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
9. Develop, verify, and obtain appropriate signatures on all required 21ST CCLC reports for submission to CDE.
10. Using information provided by CDE, prepare end of grant reconciliation reports and submit to CDE by the required deadlines.
11. Provide funding notification and payment distribution to Districts in a timely manner.
12. Ensure that program goals are met efficiently and effectively.
13. Ensure that information on fiscal requirements is shared with all partners expediently.
14. Compile required annual progress reports and submit them in a timely manner.

15. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
16. Convene, in coordination with District, meetings of after school stakeholders, as necessary.
17. Coordinate any publicity, press release, 21st CCLC or media coverage of programs with District prior to release and distribution.
18. Identify and secure program support resources, including volunteer staff, for 21ST CCLC program providers that garner cash and in-kind contributions to the Consortium equal to at least one-third of the total annual amount retained by County.
19. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the county's 21ST CCLC funded before and after school programs.
20. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the After School Administrative Support Center (ASC) and the Children's Initiative.
21. Ensure the development and maintenance of a web based attendance reporting system for use of all consortium members for Phase I (District Monthly Attendance Reporting). Additionally, provide Phase II (Daily Site Attendance Reporting) and Phase III (Student Uploading of data from Infinite Campus) as venues to participating Districts.
22. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
23. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products and support.
24. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting after school programs.
25. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include mock site visits.

11. Terms and Conditions of the Grant Award

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The District will follow its program plans as specified by the agency application.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. **Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8677. For expenses, use Goal 7111 – Non agency Educational appropriation function and object code where the funds are expended.**

5. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
6. The grantee shall use these funds in accordance with the approved application.
7. If a program participant receives state funds to operate 21ST CCLC in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the county shall reduce any subsequent allocations by the amount equal to the overpayment.
8. If an 21ST CCLC program site stops program operations, the county will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the District.
9. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT WITHIN THREE MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
10. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).**
11. District shall comply with the General Assurances attached to this MOA.
12. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
13. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

12. PERIOD OF AGREEMENT

According to the terms of the 21ST CCLC Program (21ST CCLC) grant, the term of this Agreement shall be July 1, 2018 through June 30, 2019.

13. COMPENSATION/COSTS AND PAYMENT SCHEDULE

The 21st CCLC are considered direct grants and CDE shall pay grantees according to the following schedule authorized in Education Code 8482.4:

“The department shall allocate 25 percent of the grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the department. Of the remaining 75 percent of the grant, the department shall allocate payments in increments of 25 percent, 25 percent, 15 percent and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met.”

Program funds will be dispersed to District based on Education Code 8482.4 reimbursement from CDE. Annual 21ST CCLC allocation(s) **shall not exceed \$103,194.00**; for this District. All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

Payments of the grant may differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school sites or non-operation of a funded grant component. 2) The Districts inability to expend the total grant award by the June 30, 2019. Final expenditure deadline for all 21ST CCLC grant funds as determined by CDE 3) Any 21ST CCLC program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended 21ST CCLC funding will be paid by District.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

Cohort: CDE GRANT NO. 37-14349-1037-0A FY 18/19 PCA 14349
VENDOR NO. 1037 SUFFIX NO. 0A

** SDCOE will retain a 2% of grant funds for countywide program coordination, technical assistance and program support, as agreed herein and this must not be reported on the District's Expenditure Report.*

14. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

District Contact:

Omar Calleros
4350 Ofay Mesa Rd.
San Ysidro, CA 92173

County Contact:

Daymon Beach, Senior Manager
SDCOE, Student Support Services
6401 Linda Vista Road, Room 212E
San Diego, CA 92111
(858) 569-3133

15. CONFIDENTIALITY

1. This agreement, all communications and information obtained by District from the County Office relating to this agreement, and all information developed by District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, District shall inform the County, in writing, of the nature and reasons for such

disclosure. District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.

2. At the conclusion of the performance of this agreement, District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, District may retain copies of such materials, subject to the requirements of Subsection 1.
3. District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, District shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.
4. District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.
5. District obligation of confidence with respect to information submitted or disclosed to District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

16. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (1) The disclosure is authorized by this Agreement;
- (2) The Contractor received advance written approval from the Contracting Department to disclose the information; or
- (3) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school District, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or Districts as to information or records which are non-privileged, and

where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- 1) Each agency and school District shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- 2) Each agency and school District shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- 3) Each school District shall comply with access log requirements of Section 49064.
- 4) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
- 5) An agency or school District may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

17. TERMINATION FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise); and
 - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is for the convenience of the County, District shall submit a final invoice within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

17. TERMINATION FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations.

- a) Upon receipt of such notice, District shall immediately discontinue all services affected (unless the notice directs otherwise) and
- b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

18. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent contractor and not as an officer, agent, or employee of the County.

19. HOLD HARMLESS

District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, District performance, or lack thereof, under this Agreement.

20. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the County the following certificate:

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

21. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future

periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

22. AUDIT

District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

23. INSURANCE REQUIREMENTS

District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	<u>\$1,000,000</u> Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	<u>\$1,000,000</u> Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

24. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

25. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

26. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

27. TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

28. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The County Program Manager has determined that the Contractor/Provider will have “**greater than limited contact**” with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The Contractor/Provider has **certified in writing** to the County Program Manager that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

29. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

SAN YSIDRO SCHOOL DISTRICT



By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Name (Type or Print)

Assistant Superintendent of Business
Services

Title

Title

11/14/18

Date

Date

**San Diego County Office of Education
Funding Status per School
2018-2019**

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-14349-1037-0A	San Ysidro Elementary	37683796098453	San Ysidro Middle	E	After School Base	\$27,000.00
37-14349-1037-0A	San Ysidro Elementary	37683796098453	San Ysidro Middle	E	After School Supplemental	\$8,100.00
37-14349-1037-0A	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	\$54,000.00
37-14349-1037-0A	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Supplemental	\$16,200.00
					TOTAL GRANT AMOUNT	\$105,300.00
					GRANT AMOUNT, LESS 2%	\$103,194.00

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR 2018-19

BACKGROUND INFORMATION:

The San Diego County Office of Education (SDCOE) agrees to act as the funding agency for the After School Education and Safety Program. SDCOE will provide and maintain files for the Memorandum of Agreement (MOA), distribute funding allocations, collaborate with all members to ensure program goals are met and fiscal information is shared. The District agrees to adhere to all general conditions and budget restrictions according to California Education Code section 8484.7-8484.9.

For fiscal year 2018-19, the MOA delineates the amount each school is to receive and when the funding will be received. The District would like to continue receiving these services for the Before and After School Programs provided by YMCA of San Diego County at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar Middle and Ocean View Hills Schools.

ASES Grant award amount: \$902,566.16 minus 2% of grant for SDCOE's coordination, training, technical assistance and administrative support ~ \$18,051.32 = \$884,514.84.

RECOMMENDATION:

Ratify the agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) Program grant award allocations in an amount of \$902,566.16 for all school sites during school year 2018-19.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement – Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

GRANT

\$902,566.16

(Amount)

ASES Grant

(Name of funding source and/or location)

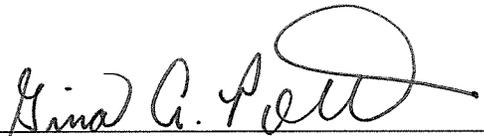
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(Funding account number)

Recommended for: Approval Denial

Certification Requested Yes No

Superintendent's Office Certification:



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

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) is entered into this 1st day of July 2018 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **San Ysidro School District** (herein known as "District") who agrees to provide the services in accordance with the provisions of the California *Education Code* (EC) sections 8484.7-8484.9. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to the District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For After School programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students to participate every day that the after school component operates. Middle school and/or Junior high school should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish ASES after school component program goals.
4. Establish a policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Ensure that Elementary students participate in every day's activity that the ASES before school component is operational. Middle school or Junior high school should participate a minimum of six (6) hours a week or three (3) days a week to accomplish program goals.
6. Establish a policy for late arrival of those students attending the ASES before school component needing to arrive late to the before school component of the program. This late arrival policy should include parental permission stating dates, times and reasons for the late arrival.
7. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, District must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A) states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years:

- i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions:(I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
- ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
- iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with **California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.**

2. Web-Based Attendance and Daily Attendance Accountability Requirements

1. In FY 18/19 District receiving ASES funds must implement the City Span Web-based Attendance Tracking System (www.youthservices.net/sandiego) for daily program attendance entry.
2. District must fully utilize the “Automated Card Scanning” capability for the system. The City Span Web-based Attendance Tracking System will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. Should District choose not to implement the City Span System the District must provide a description and demonstration of their attendance tracking system to SDCOE for review. All districts choosing not to use the SDCOE Web-based Attendance System must fully demonstrate that the attendance system they implement has the necessary capability to ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program. Also, all Districts choosing not to use the City Span system must use daily automated attendance features that will ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1). All non-City Span systems will be reviewed by SDCOE staff to ensure State Audit Guide and California Education Code compliance. Each District will be subject to site review of the attendance procedures at a minimum of 15 ASES programs. During the attendance review the District’s system must ensure that all Early Release/Late Arrival Policies as well as ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).

5. District will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the new Card Scanning System.
6. In addition, District must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

3. Staffing Requirements:

1. District must ensure a student-to-staff ratio of no more than 20 to 1 at all ASES sites.
2. District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.

4. State Mandated Data and Evaluation Requirements:

1. Participate in statewide evaluation process as determined by the CDE and provide all required information.
2. Respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Annually provide participating pupils' regular school day and program attendance and test results as required by CDE.
4. To standardize procedures and collection tools developed for evaluation purposes.
5. Ensure the timely and accurate collection of data required to conduct the ASES program evaluations including but not limited to Annual Performance Reports.
6. District will submit an annual ASES Program Continuous Quality Improvement Plan (CQI) at the District and site level as required by California Senate Bill (SB) 1221. These requirements are codified in Section 8484 of the 2017 California Education Code. While the quality improvement process should be undertaken at the program level, District is responsible for ensuring that it is fully implemented at all of their sites. District is required to report the CQI via the City Span Web-based Attendance and Fiscal Management System by October 10, 2018. District is also responsible for following the county-wide CQI process that has been established by Educational Resource Consultants (ERC).

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines

1. Distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$8.19 per student per day for PM (After School) reimbursement and a rate of \$5.46 per student per day for AM (Before School) reimbursement.
2. Allow participation of any student of a participating school regardless of their ability to pay.
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the SDCOE.
4. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. The District follows all fiscal and auditing standards required by the CDE. (EC §§ 8482.3(f) (5), 8484.8(b) (3), (4).).
2. Provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2018-2019; Article 3.1. § 19846. After School Education and Safety Program.
3. Participate in Federal Program Monitoring (FPM) training as conducted by SDCOE.

7. Budget Restrictions

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program that garner cash or contributions to the equal to at least 33% or one-third of the total annual grant amount for District. District is required to submit the 33% Match/In-Kind via the City Span Web-based Attendance and Fiscal Management System by October 10, 2018.
4. No more than 15% of the annual grant amount may be used for start-up costs in year one only.
5. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.

6. Only sites operating programs are eligible to claim administrative, operational, and/or start-up.
7. The District maintains an inventory record for each piece of equipment, with an acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, District has conducted a physical check of the inventory of equipment within the past two years and has reconciled the result with inventory records. (34 CFR 80.32(d) (2).) District will also be required to report and all Inventory Items via the City Span Web-based Attendance and Fiscal Management System by October 10, 2018.
8. The record describes the acquisition by:
 - (a) Type
 - (b) Model
 - (c) Serial number
 - (d) Funding source
 - (e) Acquisition date
 - (f) Cost
 - (g) Location
 - (h) Current condition
 - (i) Transfer, replacement, or disposition of obsolete or unusable equipment
EC § 35168; 5 CCR 3946; 34 CFR 80.32(d) (I.)
9. To ensure that District follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3), (4).), District can be required to provide copies of the following documents to SDCOE:
 - Before and After School Program (BASP) contracts – for ASES subcontracts to provider agencies that operate Before and/or After School Programs.
 - BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.
 - BASP reports program expenditures at the District and site level that clearly demonstrate that the 85/15 requirement is met. District will be required to submit the 85/15 reports via the City Span Web-based Attendance and Fiscal Management System by October 10, 2018.
 - BASP line item budgets.
 - BASP time sheets, including time accounting methods.
10. The District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 or more. Including replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment or other capital assets are allowable as a direct cost when approved by the awarding agency.

The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations(CFR)*, Part 200.313 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB

guidance and generally accepted accounting principles identify equipment as a capital expenditure.

8. Additional ASES Program Operation Requirements

1. Designate an ASES Contact person.
2. Ensure the designated ASES Contact attends the scheduled ASES District Contact meetings provided by the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego County Office of Education.
3. Operate the ASES Program to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
6. The program will have an educational enrichment element that may include, but not limited to fine arts, recreation, health awareness, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
7. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g. city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by District or designee to enrolled pupils.
9. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.
10. Provide information regarding the After School Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
12. Collaborate and coordinate with the regular school day program.
13. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
14. Notify the County in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
15. All staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to District policy
16. Each ASES funded District will be responsible for the development of a FY 2018-2019 After School Program Plan as part of the San Diego ASES program Consortium. The District's ASES Program Plan template has been provided by the California Department of Education. Working in collaboration with the District Contact, Site Coordinator, Site Principal and other CBO partnerships the District ASES program plan is due on October 17, 2018 to SDCOE via City Span.
17. District staff will review the ASES program plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, identified district program changes based on grant reduction or new sites.

18. Each district ASES Program plan will identify FY 2018-2019 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
19. Ensure that ASES staff attends countywide, regional, and district-training opportunities designed to maximize program effectiveness.
20. Host scheduled technical assistance site visits conducted by staff from the After School Administrative Program Support Center (ASC) and the Children's Initiative.
21. Work with staff from the ASC and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
22. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.
23. Contribute 2% from the grant funds to SDCOE for countywide program coordination, training, technical assistance and administrative support.

9. As the official Grantee of Record, the County will provide the following:

1. In coordination with District, inform statewide after school efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and After School Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations and the private sector in after school issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the Districts, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare end of grant reconciliation reports and submit to CDE by the required deadlines.
10. Provide funding notification and payment distribution to districts in a timely manner.
11. Ensure that program goals are met efficiently and effectively.
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Compile required annual progress reports and submit them in a timely manner.
14. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
15. Convene, in coordination with the District, meetings of after school stakeholders, as necessary.
16. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
17. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the county's ASES funded before and after school programs.

18. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the ASC resources.
19. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members for Phase I (District Monthly Attendance Reporting). Additionally, provide Phase II (Daily Site Attendance Reporting) and Phase III (Student Uploading of data from Infinite Campus) as venues to participating districts.
20. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
21. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products and support.
22. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting after school programs.
23. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include mock site visits.

10. Terms and Conditions of the Grant Award

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The district will follow its program plans as specified by the agency application.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. **Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8677. For expenses, use Goal 7111 – Non agency Educational appropriation function and object code where the funds are expended.**
5. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
6. The grantee shall use these funds in accordance with the approved application.
7. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the county shall reduce any subsequent allocations by the amount equal to the overpayment.

8. If an ASES program site stops program operations, the county will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
9. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT WITHIN THREE MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
10. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).**
11. District shall comply with the General Assurances attached to this MOA.
12. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
13. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

**CDE GRANT NO. 37-24239-1037-EZ FY 18/19: PCA: 24239
VENDOR NO. 1037: SUFFIX NO. EZ**

11. PERIOD OF AGREEMENT- COMPENSATION/COST AND PAYMENT

SCHEDULE

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall be July 1, 2018 through June 30, 2019.

The After School Education and Safety Programs are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4:

“The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met.”

Program funds will be dispersed to District based on Education Code 8482.4 reimbursement from CDE. Annual ASES allocation(s) **shall not exceed * \$902,566.16** for District. However, District will only report expenditure up to \$884,514.84 (98% of \$902,566.16) and will receive a total of \$884,514.84 if the district expends all their grant allocation and is in compliant with all grant requirements.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2019 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by District.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.
* SDCOE will retain 2% of grant funds for countywide program coordination, technical assistance and program support, as agreed herein and this should not be reported in the district expenditure report.

12. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

District Contact:

Omar Calleros, Coordinator
SYSD, Educational Services
4350 Otay Mesa Road
San Ysidro, CA 92173
omar.calleros@syzschools.org
(619) 428-4476 x3086

County Contact:

Daymon Beach, Senior Manager
SDCOE, Student Support Services
6401 Linda Vista Road Rm 212E
San Diego, CA 92111
(858) 569-3133

13. CONFIDENTIALITY

1. This agreement, all communications and information obtained by District from the County Office relating to this agreement, and all information developed by District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, District shall inform the County, in writing, of the nature and reasons for such disclosure. District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.
2. At the conclusion of the performance of this agreement, District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, District may retain copies of such materials, subject to the requirements of Subsection 1.
3. District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, District shall obtain

the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.

4. District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.
5. District obligation of confidence with respect to information submitted or disclosed to District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (i) The disclosure is authorized by this Agreement;
- (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school District, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or Districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- (i) Each agency and school District shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- (ii) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- (iii) Each school district shall comply with access log requirements of Section 49064.
- (iv) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.

(v) An agency or school District may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is for the convenience of the County, District shall submit a final invoice within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and

- b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
- 2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent contractor and not as an officer, agent, or employee of the County.

18. HOLD HARMLESS

District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, District performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the County the following certificate:

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

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

21. AUDIT

District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the State of California or any of its duly authorized

representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

22. INSURANCE REQUIREMENTS

District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	<u>\$1,000,000</u> Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	<u>\$1,000,000</u> Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

24. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The SDCOE Program Manager has determined that the Contractor/Provider will have “**greater than limited contact**” with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

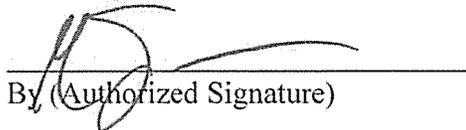
1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The Contractor/Provider has **certified in writing** to the SDCOE Program Manager that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**


By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Assistant Superintendent of Business Services
Title

10/19/18
Date

**SAN YSIDRO SCHOOL
DISTRICT**


By (Authorized Signature)

Marilyn Adrianzen
Name (Type or Print)

Chief Business Official
Title

12/5/18
Date

**San Diego County Office of Education
Funding Status per School
2018-2019**

Grant Number	District Name	CIDSCode	School Name	School	Sub Program	Amount Awarded
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	After School Base	\$122,850.00
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Base	\$16,320.09
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Supplemental	\$1,776.80
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Base	\$124,089.40
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Base	\$11,329.50
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Supplemental	\$1,699.70
37-24239-1037-EZ	San Ysidro Elementary	37683796088453	San Ysidro Middle	M	After School Base	\$41,279.69
37-24239-1037-EZ	San Ysidro Elementary	37683796088453	San Ysidro Middle	M	Before School Base	\$4,534.10
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Base	\$122,850.00
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Base	\$19,213.74
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Supplemental	\$1,188.10
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	After School Base	\$122,850.00
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	Before School Base	\$23,986.36
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	After School Base	\$122,850.00
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	Before School Base	\$11,329.50
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	Before School Supplemental	\$1,699.70
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	\$122,850.00
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Base	\$29,090.88
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Supplemental	\$778.60
					TOTAL GRANT AMOUNT	\$902,566.16
					GRANT AMOUNT, LESS 2%	\$884,514.84

4/1/2018

ASES Grant

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH WEATHERPROOFING TECHNOLOGIES INC. ALSO KNOWN AS TREMCO INCORPORATED

BACKGROUND INFORMATION:

This contract will provide roof maintenance services for the multi-purpose building at the San Ysidro Middle School, including repairing leaks in the unique skylight system over the student and teacher eating areas. Three additional firms were solicited, none of which were willing to work on this unique product.

RECOMMENDATION:

Approve the agreement with Weatherproofing Technologies Inc. to provide roof maintenance services at the San Ysidro Middle School at a cost not to exceed \$36,005.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MAW

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of December, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Weatherproofing Technologies Inc.
Company/Consultant

(858) 531-5197
Telephone Number

3735 Green Road, Beachwood, OH 44122
Address

www.tremcoroofing.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

Term:

From: January 2nd, 2019

To: January 14th, 2019

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 and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such **14E-13** 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 **Page 3 of 12** provided 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 three (3) 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):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

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 one (1) year 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 **one (1)** year 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

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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.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys 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

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:	Weatherproofing Technologies, Inc.
Name:	
Title:	
Address:	3735 Green Road
City/State/Zip Code:	Beachwood, OH 44122
Telephone:	(800) 282-4343
Email:	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	Marilyn.adrianzen@syzdschools.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 of the District on behalf of which his or her signature is made.//

CONSULTANT

DISTRICT

Weatherproofing Technologies, Inc.
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:

Revised 09-13-18

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

See attached Proposal Dated: 11/09/18 for detailed Scope of Services.

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

Approved:

Weatherproofing Technologies, Inc.

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

Weatherproofing Technologies Inc.

WTI - A subsidiary of Tremco Incorporated
3735 Green Road Beachwood, OH 44122



Roofing and Building Maintenance Division

Sten A Johnson

Senior Sales Representative

Cell 858.531.5197
CA. Contractor Lic. #274072 (C-39)
DIR# 1000000766
sajohnson@tremcoinc.com

November 9, 2018

San Ysidro School District

4350 Otay Mesa Road
San Ysidro, CA 92173

Attention: Araceli Felix Purchasing Department
RE: San Ysidro Middle School MCC Building Roof Repairs

Dear Araceli,

Our proposal to address the reported leaks @ the MCC Building is as follows:

MCC Translucent Panel Seam repair: designated areas totaling approximately 700 linear feet. Remove existing failed sealant / re-secure / replace fasteners as needed. Reseal fasteners / batten strips with Tremseal Pro / Solarguard seam sealer and / or Tremseal S / Alphaguard SI 100 (test areas to be done for adhesion of both). Leave job site in a clean and workmanlike manner.

Bid Price: \$ 19,400.00

Clean gutters on MCC Building of all leaves / debris. Reseal all gutter joints with Solargaurd seam sealer. Leave job site in a clean and workmanlike manner.

Bid price: \$ 12,220.00

Source and repair leaks over metal roof over lobby / restroom:

Bid Price \$ 1,100.00

Repair leaks over kitchen roof, install 2 ply Tremlastic / Polyester system around drain area and coat with ICE coating, reseal around exhaust vent curbs on unit with solarguard acrylic seam sealer as needed.

Bid Price: \$ 3,285.00

Bid is based on prevailing wage labor rates, includes manlifts where required and appropriate fall protection at all times. Please do not hesitate to call if you have any questions or would like to schedule the recommended work. Thank you !

Sincerely,

Sten A. Johnson

Sten A. Johnson
Senior Field Advisor

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIALS: MAW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH WEST COAST AIR CONDITIONING COMPANY, INC.

BACKGROUND INFORMATION:

During the delivery of the modernization of Smythe and La Mirada Schools in 2017, the contractor provided only a below roof line air conditioning Test & Balance report. The air flow is over pressurizing the buildings and a systemwide Test & Balance is needed to include the units on the roof and how they react with the air flow system in the ceiling.

This agreement will provide for a third party qualified Test & Balance expert along with a knowledgeable technician who will work together to take action to balance and adjust the system and attempt to solve the problem. If the issues are not fully addressable in this process, we will receive a written report and recommendations for further action.

RECOMMENDATION:

Approve the agreement with West Coast Air Conditioning Company, Inc. to provide a systemwide Test & Balance for the air flow space pressurization at La Mirada and Smythe Schools at a cost not to exceed \$5,913.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u>MAW</u>
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px;">\$5,913.00 (Amount)</div>	<div style="border: 1px solid black; padding: 2px;">General Fund (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 2px;">-- (Funding account number)</div>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of December, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

West Coast Air Conditioning Co., Inc.

Company/Consultant

619-561-8000

Telephone Number

1155 Pioneer Way, El Cajon, CA 92040

Address

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: December 14, 2018

To: 06-30-2019

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.

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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.
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.
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 \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlements 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:	West Coast Air Conditioning Co., Inc.
Name:	
Title:	
Address:	
City/State/Zip Code:	
Telephone:	
Email:	

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

West Coast Air Conditioning Co., Inc.
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

West Coast Air Conditioning Co., Inc. will provide for a qualified test and balance to balance and adjust the system and attempt to solve the problem. If the issues are not fully addressable in this process, we will receive a written report and recommendations for further action.

*Work to be performed will take place when students are not in session.

Troubleshoot space pressurization at two elementary schools at a cost not to exceed \$5,913.00. See **attached Proposal**

- Smythe Elementary School (18-4583)
- La Mirada Elementary School (18-4584)



TAB at San Ysidro

Troubleshoot space pressurization at (2) elementary schools.

Item Description	Quantity	Material	Labor	Total Cost
Troubleshoot space pressurization at Smythe ES	1	\$ -	\$ 1,500.00	\$ 1,500.00
Troubleshoot space pressurization at La Mirada ES	1	\$ -	\$ 1,500.00	\$ 1,500.00
Management / Superintendent			\$ 2,232.00	\$ 2,232.00
			Sub Total:	\$ 5,232.00
			12% P&O:	\$ 627.84
			Bond:	\$ 52.32
			Total Cost:	\$ 5,912.16

Precision

AIR BALANCE CO., INC.

CA STATE LICENSE #633805

1240-H N. JEFFERSON ST., ANAHEIM, CA. 92807

PHONE: (714) 630-3796 FAX: (714) 630-3998

3330 W. HACIENDA AVE SUITE #407, LAS VEGAS NV 89118

PHONE: (702) 270-2688 FAX: (702) 270-0788

BID NO. 18-4583

DATE: 11/07/18

PROJECT: SMYTHE AVENUE ES PRESSURIZATION TROUBLESHOOTING
SAN YSIDRO, CA

BID DATE: 11/07/18

CONTRACTOR: WEST COAST AIR

CONTACT: KEVIN

- EXCLUSIONS:(1) PROVIDING OR INSTALLING ANY MATERIALS OR DEVICES
(2) TITLE 24 FORMS ACCEPTANCE TESTING
(3)
(4)

EXTRA INFORMATION: _____

- | | |
|--|--|
| <input checked="" type="checkbox"/> AIR BALANCE | <input checked="" type="checkbox"/> OFF HOURS |
| <input type="checkbox"/> WATER BALANCE | <input type="checkbox"/> SOUND TESTING |
| <input type="checkbox"/> VIBRATION TESTING | <input type="checkbox"/> DUCT LEAKAGE TESTING |
| <input type="checkbox"/> PRE CONSTRUCTION TESTING | <input type="checkbox"/> ASSIST CX |
| <input checked="" type="checkbox"/> PER PLANS ONLY | <input type="checkbox"/> INDEPENDENT NEBB
CERTIFIED ALTERNATE |
| <input type="checkbox"/> PER PLANS AND SPECIFICATION | |

DRAWING DATE: _____ LAST DELTA: _____ DATE: _____

DRAWINGS: VERBAL FROM KEVIN

PRICE= \$1,500

INCLUSIONS: TROUBLESHOOT SPACE PRESSURIZATION AT (1) UNIT

NOTE: BIDDING C61/D62 WORK ONLY, EXCLUDING ALL C20 WORK.

NOTE: CERTIFIED SWBE (SBE #27586/WBE #7927) / WBENC #2005124928 DIR # 1000000337 CA#633805



CERTIFIED MEMBER - NATIONAL ENVIRONMENTAL BALANCING BUREAU



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Precision AIR BALANCE CO., INC.

CA STATE LICENSE #633805

1240-H N. JEFFERSON ST., ANAHEIM, CA. 92807

PHONE: (714) 630-3796 FAX: (714) 630-3998

3330 W. HACIENDA AVE SUITE #407, LAS VEGAS NV 89118

PHONE: (702) 270-2688 FAX: (702) 270-0788

BID NO. 18-4584

DATE: 11/07/18

PROJECT: LA MIRADA ES PRESSURIZATION TROUBLESHOOTING
SAN YSIDRO, CA

BID DATE: 11/07/18

CONTRACTOR: WEST COAST AIR

CONTACT: KEVIN

EXCLUSIONS:(1) PROVIDING OR INSTALLING ANY MATERIALS OR DEVICES
(2) TITLE 24 FORMS ACCEPTANCE TESTING
(3)
(4)

EXTRA INFORMATION: _____

<input checked="" type="checkbox"/> AIR BALANCE	<input checked="" type="checkbox"/> OFF HOURS
<input type="checkbox"/> WATER BALANCE	<input type="checkbox"/> SOUND TESTING
<input type="checkbox"/> VIBRATION TESTING	<input type="checkbox"/> DUCT LEAKAGE TESTING
<input type="checkbox"/> PRE CONSTRUCTION TESTING	<input type="checkbox"/> ASSIST CX
<input checked="" type="checkbox"/> PER PLANS ONLY	<input type="checkbox"/> INDEPENDENT NEBB CERTIFIED ALTERNATE
<input type="checkbox"/> PER PLANS AND SPECIFICATION	

DRAWING DATE: _____ LAST DELTA: _____ DATE: _____

DRAWINGS: VERBAL FROM KEVIN

PRICE= \$1,500

INCLUSIONS: TROUBLESHOOT SPACE PRESSURIZATION AT (1) UNIT

NOTE: BIDDING C61/D62 WORK ONLY, EXCLUDING ALL C20 WORK.

NOTE: CERTIFIED SWBE (SBE #27586/WBE #7927) / WBENC #2005124928 DIR # 1000000337 CA#633805



CERTIFIED MEMBER - NATIONAL ENVIRONMENTAL BALANCING BUREAU



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