

# San Ysidro School District Governing Board

## **AGENDA**

Thursday  
November 8, 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.

November 8, 2018  
Willow School  
226 Willow 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, OCTOBER 11, 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, October 11, 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 **Ocean View Hills School – Auditorium, 4919 Del Sol Blvd., San Diego, CA 92154**. Closed Session was conducted in accordance with applicable sections of California Law.

**MINUTES**

**1. CALL TO ORDER** Who: President Pallasigue Time: 5:00 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  
Mr. Rodolfo Linares, Member  
Mr. Antonio Martinez, Member – *Arrived at 5:10 p.m. and left at 5:50 p.m.*

**3. FLAG SALUTE** by Rosaleah Pallasigue, Board President

**4. AGENDA**

The Board approved the agenda for the meeting including guest singer Omar Moreno, SYMS 8<sup>th</sup> grade student, who sang a song during Board Recognitions.

Motion: Pallasigue Second: Lopez Vote: 4-0

**5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**

None at this time.

President Pallasigue made the motion to recess to Closed Session, seconded by Clerk Diaz. The vote was 4-0.

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

**6.1 GOVERNMENT CODE SECTION 54957 (Zummo)**  
**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

**6.2 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

**6.3 GOVERNMENT CODE SECTION 54957.6 (Zummo)**  
**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

**RECONVENED into OPEN SESSION at 6:00 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

**7. CALL TO ORDER** Who: President Pallasigue Time: 6:00 p.m.

President Pallasigue stated for the record that the flag salute was done before Closed Session.

**8. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS**

*President Pallasigue introduced Omar Moreno, SYMS 8th Grade Student, who sang a song.*

**8.1** ASB and Student Council Leaders - Manuela Colom

**8.2** PTA Presidents - Daniel Zummo

**9. 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](http://www.sysdschools.org).

**Delbert Moreno, Employee, Commented:** 1) He is honoring his mother who is eighty-nine years old. 2) She came to the United States in 1956 as an English language learner and left behind wealth and power. She now speaks four languages. 3) She worked as a seamstress and many nights fell asleep at the sewing machine making money for her family. 4) He became the number one accordion player in San Diego at the age of ten or eleven years old because of his mother. She’s made sacrifices for her family and supported them throughout the years. 5) He sang a song he wrote for his mother. 6) Thanked his mother Lucita Gregorio Moreno.

**Sergio Zamora, OVHS Student, Commented:** 1) Received two CAASPP awards for perfect scores. 2) He was classified for the GATE Program, but his parents were informed that there isn’t enough budget to promote the program. 3) Asked the Board to support activities that help students develop their creativity and interest in learning.

**Maria Canchola, Employee, Commented:** 1) She’s worked for the cafeteria twenty years. 2) There was an open position for a Lead and the position was given to a person that doesn’t belong to their department. 3) They’ve been waiting for many years for this opportunity and knows that sometimes it’s because of the experience, but twenty years of experience should speak for itself.

**Steven Kinney, Representing Shirley Kinney and himself, Commented:** 1) He is disappointed that Board Member Linares is not running for reelection. 2) Board Member Linares was partly responsible for teachers’ pay raises, instrumental in getting the district out of negative certification, increased credit rating, helped the

district get out of the twelve-million dollar lawsuit that would have bankrupt the district and brought more services to the Special Education Department. 3) He's worked tirelessly for the community. Thanked Mr. Linares for his leadership.

## 10. ITEMS FROM THE BOARD & SUPERINTENDENT

**President Pallasigue, Commented:** 1) Thanked Dr. Steele for hosting the Board meeting. 2) Appreciates Dr. Potter's leadership. 3) Hopes the Board that's coming in has the same heart as the one that leaves. There is still a lot of work to do. 4) She's excited about the sports and extracurricular programs. 5) Appreciates PTA.

**Clerk Diaz, Commented:** 1) Thanked everyone for attending the Board meeting and thanked Dr. Steele and staff for hosting the meeting. 2) Principals lead the schools. Everyone that works at schools are leaders and the kids look up to them to give instruction and advice. 3) The challenge is to make ourselves better leaders. 4) We are moving in the right direction with Dr. Potter.

**Vice-President Lopez, Commented:** 1) Thanked staff for hosting the meeting. 2) Congratulated PTA Presidents. 3) Thanked ASB students and the staff that guides them. 4) Visited Smythe Preschool and thanked Mrs. Varela-Reed and her staff. 5) Announced that Mr. Pedraja will do the Coco performance. There is talent in our community and we need to support it. 6) Omar Moreno is blessed with a voice and will go farther.

**Member Linares, Commented:** 1) He is not running for reelection. Appreciates Mr. Kinney's kind words. 2) Hopes the new Board has more of a better vision than he did. He was not able to accomplish everything he wanted, but did his best. 3) He's been an advocate for the Sunset PTA. The district is finally engaging with PTAs and hopes we can do a better job as a Board to address PTA concerns and help them. 4) Wished Dr. Potter well and hopes she is able to unify the new Board. 5) Thanked everyone and wished everyone luck.

**President Pallasigue, Commented:** 1) Thanked Board Member Linares. Believes he was misunderstood, but his heart has always been in the right place. 2) He has a heart for the children and sometimes has been a lone ranger in being a guardian for the funds that belong to them. 3) Appreciates Board Member Linares and she knows he will continue to be an advocate for this community.

**Clerk Diaz, Commented:** 1) People wanted change and that's what Board Member Linares brought. 2) He was instrumental in keeping the Board focused and not having Board Member Linares is a loss to this district. 3) He will be missed.

**Vice-President Lopez, Commented:** 1) She and Board Member Linares didn't always agree, but she respects him. 2) He will be missed, but knows he will continue to be involved and we need community members involved with our schools. 3) Thanked Board Member Linares.

**Dr. Potter, Superintendent, Commented:** 1) Thanked Board Member Linares. 2) He came to almost every school visit. Appreciates the genuine heart he has for children. 3) Thanked Omar Moreno for his song. He is a bright shining star. 4) Visited Willow, SYMS and Smythe Preschool with the Board and Cabinet. Thanked all staff for their hard work and dedication to the children. 5) Staff has been working on revising Board policies. The policies will be sent to CSBA to be typed for publishing. We will end the year with all Board policies updated and online. 6) Cabinet and principals attended the Equity Symposium. 7) Announced the Coco performance at SYMS on Nov. 15 at 6:00 p.m. Thanked Mr. Pedraja who is our Performing Arts Teacher.

## 11. CONFERENCE SESSION

### Reports/Presentations

11.1 Education Services and Special Education Strategic Plan - Manuela Colom/Oscar Madera

11.2 Prior Year Audit Findings Overview and Action Plan - Marilyn Adrianzen

## 12. GENERAL ADMINISTRATION

### 12.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of September 13, 2018 and minutes of the Special Board Meetings of September 13, 2018 and September 8, 2018.

*Member Linares commented that he didn't attend the September 13, 2018 Board meeting, but he would have voted to oppose Closed Session Item 6.1.*

Motion: Diaz      Second: Pallasigue      Vote: 4-0

**12.2 REVISED ORGANIZATIONAL CHART - BUSINESS SERVICES (Zummo)**

The Board approved the revised Organizational Chart - Business Services.

Motion: Pallasigue      Second: Diaz      Vote: 4-0

**12.3 MEMORANDUMS OF UNDERSTANDING - CSEA RECLASSIFICATION (Zummo)**

The Board approved Memorandums of Understanding between the San Ysidro School District and the California School Employees Association for reclassifications signed on September 12, 2018 and October 3, 2018.

Motion: Pallasigue      Second: Diaz      Vote: 4-0

**12.4 MEMORANDUMS OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SAN YSIDRO EDUCATION ASSOCIATION FOR REIMBURSEMENTS (Zummo)**

The Board ratified Memorandums of Understanding between the San Ysidro School District and the San Ysidro Education Association for reimbursements for the completion of Autism Spectrum Disorder added authorization programs.

Motion: Diaz      Second: Lopez      Vote: 4-0

**12.5 RESOLUTION NO. 18/19-0025 DESIGNATING AUTHORIZED AGENTS TO SIGN DOCUMENTS FOR CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) (Colom/Reed)**

The Board approved Resolution No. 18/19-0025 designating Dr. Gina A. Potter, Superintendent and Marilyn Adrianzen, Chief Business Official as the authorized agents to sign documents for the California State Preschool Program for Fiscal Year 2018-19.

Motion: Diaz      Second: Lopez      Vote: 4-0

**12.6 RESOLUTION NO. 18/19-0026 DESIGNATING AUTHORIZED REPRESENTATIVES TO THE SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM FOR FRINGE BENEFITS PROGRAMS (Adrianzen)**

The Board approved Resolution No. 18/19-0026 designating and appointing Marilyn Adrianzen, Chief Business Official, as the FBC representative and Dr. Gina A. Potter, Superintendent, as the alternate representative for the San Ysidro School District to the San Diego County Schools Risk Management Fringe Benefits Consortium for the Fringe Benefits Program.

Motion: Diaz      Second: Lopez      Vote: 4-0

**13. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar items 13A.1, 13A.3 and 13C.8 for discussion and to be voted on separately.

Motion: Pallasigue      Second: Diaz      Vote: 4-0

**13A. CURRICULUM & INSTRUCTION**

- 13A.1 SAN YSIDRO MIDDLE SCHOOL 8<sup>TH</sup> GRADE TRIP TO WASHINGTON D.C. AND NEW YORK 2019 (Colom) – President Pallasigue made the motion, seconded by Vice-President Lopez for discussion, after discussion the Board tabled the item to a future meeting. Approve the attendance and participation of approximately ten 8<sup>th</sup> grade students from the San**

Ysidro Middle School to a trip to Washington D.C. and New York for an opportunity to discover American History first hand, during the week of March 24-29, 2019 at no direct cost to the District.

**13A.2 FIELD TRIPS TO THE ONESIGHT EYE CLINIC (Colom)**

The Board approved the attendance and participation of approximately 300 students from all schools to the OneSight Eye Clinic field trips to be held from October 31 – November 2, 2018 at a total cost of \$2,500.00 for transportation services from the McKinney-Vento fund.

**13A.3 PROFESSIONAL DEVELOPMENT (Colom)**

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

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Veronica Medina	2018 San Diego Foster Care Education Summit	La Jolla	October 22, 2018	\$0	No cost
David Alkass, Michelle Patterson, Nadean Perez, Carina Ponce, Juan Torres, Carolanne Brandt, Sarina Hemungkorn, Marisela Lozano, Nicole Scarlett, David Perez, Maria Dias, Neal Holter, Carmen Puga, Katherine O'Callaghan, Norma Sedano, Veronica Hernandez, Clarissa Marking, Nancy Alvarado, Katie Bisaga, Maria Huerta	NGSS Three Day Academy	SDCOE	February 12, 13 and 21, 2019	\$14,800.00	Title II Funds
Cynthia Gonzalez, Jessica Kerbow, Alexis Tapia, Mary Tucker	2019 Summative ELPAC Administration and Scoring Training	San Diego	October 19, 2018	Mileage	General Fund
Karina Victorino, Brianna Minton	School Social Work Leadership Consortium	SDCOE	October 19, 2018	\$75.00	Special Education Fund
Marilyn Adrianzen, Amber Elliott, Patricia Caro, Araceli Felix, Blanca Vega, Daniel Chavez, Jorge Cervantes	CASBO - Fall Classic Workshop	Escondido, CA	October 12, 2018	\$280.00	General Fund

Linda Gonzales, Courtney Foster	2018 Fall Credentials Workshop	SDCOE	November 7, 2018	\$0	No cost
Jorge Von Borstel	CASTO - The Annual Transportation Workshop	TBD	November 10, 2018	\$35.00	General Fund

Motion: Pallasigue

Second: Linares

Vote: 4-0

**13B. BUSINESS**

**13B.1 PURCHASING REPORT (Adrianzen)**

The Board approved/ratified the following purchase orders incurred by the District during the period August 30, 2018 through September 24, 2018.

**13B.2 EXPENDITURE REPORT (Adrianzen)**

The Board approved/ratified the expenditures incurred by the District during the period of August 31, 2018 through September 27, 2018 for a total expenditure of \$1,615,099.52.

**13B.3 ACCEPTANCE OF DONATIONS (Adrianzen)**

The Board accepted donations of backpacks valued at \$3,000.00 to help support and enrich our educational programs.

**13B.4 FIRST QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2018-19 (Adrianzen)**

The Board accepted the Report of William’s Settlement Complaints for the first quarter, from July 1, 2018 to September 30, 2018 of the 2018-19 school year for submission to the San Diego County Office of Education.

**13B.5 AGREEMENT WITH COOPERATIVE STRATEGIES (Adrianzen)**

The Board approved the agreement with Cooperative Strategies to provide consulting services and prepare the Annual and Five Year Report for fiscal year 2017-18 at a cost up to \$4,180.00 from the Building und and/or Community Facilities Districts (CFD) fund.

**13B.6 AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY (Adrianzen)**

The Board approved the agreement with Gloria Gonzalez Photography to provide school portraits and other specialty items for students and staff for school year 2018-19 effective October 12, 2018 through June 30, 2019. Gloria Gonzalez Photography has submitted all required documentation, such as: Proof of printing in the United States, certificate of insurance, and a valid business license.

**13B.7 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ACES ACADEMY FOR 2018-2019 SCHOOL YEAR (Colom)**

The Board approved the 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.

**13B.8 AGREEMENT WITH HENDRIX CALIFORNIA SCHOOL CONSTRUCTION SERVICES FOR DIVISION OF THE STATE ARCHITECTS (DSA) INSPECTION SERVICES – AMENDMENT NO. 1 (Adrianzen)**

The Board ratified Amendment No. 1 to the Hendrix California School Construction Services Agreement extending the term of the agreement and providing additional inspection services to closeout the Prop 39 HVAC Projects at La Mirada, Smythe, San Ysidro Middle and District Office locations. The approved contract not to exceed amount of \$60,000.00 will not change and all other terms and conditions will remain the same.

or engineering services, facility planning and limited project delivery services, including all management, construction support, procurement services, and assist with completing multiple project types at a cost up to \$50,000.00 from the Building and/or General Fund.

**13C. PERSONNEL – CLASSIFIED**

**EMPLOYMENT (Zummo)**

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

**13C.1** Classified Probationary Staff

**EMPLOYMENT (Zummo)**

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

**13C.2** Substitute Campus Aide

**13C.3** Substitute Child Nutrition Specialist

**13C.4** Substitute Clerk

**13C.5** Substitute Custodian

**13C.6** Substitute Instructional Aide

**13C.7** Substitute Maintenance Person

**JOB DESCRIPTION (Zummo)**

**The Board approved the new and revised job descriptions for the following as recommended by staff:**

**13C.8** Senior Payroll and Benefits Accountant- The Board approved the updated job description as amended:

Motion: Pallasigue      Second: Diaz      Vote: 4-0

**13C.9** Transportation Operations Technician

**13D. PERSONNEL – CERTIFICATED**

**EMPLOYMENT (Zummo)**

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

**13D.1** Substitute Permit Teachers

**13D.2** Substitute Teachers

**13E. PERSONNEL – MANAGEMENT**

**EMPLOYMENT (Zummo)**

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

**13E.1** Classified Management Staff

Clerk Diaz made the motion to adjourn, seconded by President Pallasigue. The vote was 4-0.

**14. ADJOURNMENT**      Time: 8:30 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:** November 8, 2018

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

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

**INITIAL:** *gap*  
 Informational  
 Action

**AGENDA ITEM:** ORGANIZATIONAL MEETING

**BACKGROUND INFORMATION:**

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

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

- The Governing Board of each school and community college district shall hold an annual organizational meeting. In 2018, the meeting must be held on a date between **December 7 and December 21**, inclusive.
- The day and time of the annual organizational meeting shall be selected by the Board at its regular meeting held immediately prior to December 1, unless otherwise provided by rule of the Governing Board.
- The Governing Board shall notify the County Superintendent of Schools of the day and time selected.

**RECOMMENDATION:**

Approve 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 as per Education Code section 35143.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

<input type="checkbox"/> <b>Renewal</b>	<input checked="" type="checkbox"/> <b>New</b>	<input type="checkbox"/> <b>Amendment</b>	<input type="checkbox"/> <b>Ratify</b>	<input type="checkbox"/> <b>Other</b>	<b>Business Services Reviewed:</b> <i>Leea</i>
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		
N/A <small>(Amount)</small>	N/A <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 Potter*  
\_\_\_\_\_  
Gina Potter, Ed.D., Superintendent  
Secretary to the Board

**NOTICE OF DECEMBER 2018  
ORGANIZATIONAL MEETING OF THE GOVERNING BOARD**

Complete and submit no later than **Nov. 21, 2018**, to:

Aaron McCalmont  
Legal Services, Room 609  
San Diego County Office of Education  
Email: [aaron.mccalmont@sdcoe.net](mailto:aaron.mccalmont@sdcoe.net)  
Fax: 858-541-0697

School/Community College District: \_\_\_\_\_

Date of Organizational Meeting: \_\_\_\_\_  
*(Date between Dec. 7 and Dec. 21 inclusive)*

Time of Meeting: \_\_\_\_\_

\_\_\_\_\_  
Clerk/Secretary to the Governing Board

\_\_\_\_\_  
Date

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

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

**INITIAL:** GP  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0027 TO CLAIM LOST DAY OF ATTENDANCE FOR THE PRESCHOOL & CHILD DEVELOPMENT PROGRAM

**BACKGROUND INFORMATION:**

California Education Code Section 8271 allows LEA's to be reimbursed for child development programs on days the agency was unable to operate or operated at a reduced level, due to emergencies. This provision applies to all child development and preschool programs funded by the Early Learning and Care Division of the California Department of Education (CDE).

In order for the District to be reimbursed for the closing of all preschool classes on September 10, 2018, due to the loss of electricity to the entire school district, the Governing Board must adopt a resolution. Upon adopting a resolution, the appropriate reimbursement claim will be submitted to the California Department of Education - Early Learning and Care Division.

**RECOMMENDATION:**

Adopt 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.

**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

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 Elementary School District

Resolution Number 18/19-0027

## RESOLUTION TO CLAIM LOST DAY FOR CHILD DEVELOPMENT PROGRAMS

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_ the following resolution is adopted:

WHEREAS, Education Code Section 8271 allows local education agencies to be reimbursed for child development programs on days the agency was unable to operate or offered reduced service due to emergencies.

WHEREAS, child development programs were unable to operate due to power outage that effect the San Ysidro Area on September 10, 2018.

THEREFORE, BE IT RESOLVED, that the Governing board hereby applies for reimbursement for lost child days for the following contracts pursuant to Education Code Section 8271:

NO SERVICE			REDUCED SERVICES		
Date Closed	Child Days of Attendance Prior Week		Date of Reduced Service	Actual Child Days of Attendance	Child Days of Attendance, Prior Week
One date for each line	Attendance for same day of prior week		One date for each line		Attendance for same day of prior week
<b>Contract Type: CSPP - 8470</b>					
09-10-2018	09-04-2018	116			
<b>TOTAL</b>	<b>116</b>				

Instructions: Add an additional table for each contract type.

PASSED AND ADOPTED by the Governing Board on November 8, 2018 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF CALIFORNIA

I, Marcos A. Diaz, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board **133**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Human Resources  
Daniel Zummo, Executive Director

**INITIAL:** DE  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0028

**BACKGROUND INFORMATION:**

Annually, the District is required by the California Education Code Section 44256(b) to certify that teachers have met legal requirements to be authorized to teach in certain departmentalized subject areas. Teachers, whose credential authorizations cover the subject matter they are teaching, are not required to be confirmed through Board resolution. However, the Education Code does require resolutions for certain teachers as outlined below:

Education Code 44256(b) resolutions are for teachers whose multiple subject or standard elementary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject to be taught.

The resolution is to satisfy code requirements for the 2018-2019 school year. The following employee is affected by this resolution:

- Eriberto Garcia – San Ysidro Middle School – Math

**RECOMMENDATION:**

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

**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)

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

      
--  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT**

**RESOLUTION NO. 18/19-0028**

**RESOLUTION AUTHORIZING ASSIGNMENT TO SINGLE SUBJECT CLASS**

**WHEREAS**, California Education Code Section 44256(b) states: "Multiple subject instruction" means the practice of assignment of teachers and students for multiple subject matter instruction, as is commonly practiced in California elementary schools and as is commonly practiced in early childhood education.

The holder of a multiple subject teaching credential or a standard elementary credential who has completed 20 semester hours of coursework or 10 semester hours of upper division or graduate coursework approved by the commission at an accredited institution in any subject commonly taught in grades 9 and below shall be eligible to have that subject appear on the credential as authorization to teach the subject in departmentalized classes in grades 9 and below. The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent. However, the commission, by regulation, may provide that evidence of additional competence is necessary for instruction in particular subjects, including, but not limited to, foreign languages. The commission may establish and implement alternative requirements for additional authorizations to the multiple subject credential on the basis of specialized needs.

**WHEREAS**, the San Ysidro School District has a need for a qualified single subject teacher.

**WHEREAS**, Mr. Eriberto Garcia meets the requirements established by California Education Code Section 44256(b). Mr. Garcia holds a Multiple Subject Credential and has completed at least twelve (12) semester units of course work in the field of Math.

**WHEREAS**, Mr. Garcia is currently a classroom teacher assigned to teach a single subject class (Math - Computer Science) at the San Ysidro Middle School in grades 7 and 8 during 2018-19 school year; and

**WHEREAS**, Mr. Garcia has given his written consent to be assigned to a single subject position (Math – Computer Science) for school year 2018-2019;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board that it hereby authorizes the San Ysidro School District to assign Mr. Eriberto Garcia to the aforementioned teaching assignment for the 2018-2019 school year, pursuant to the provisions of California Education Code Section 44256(b).

**ADOPTED** by the Governing Board of the San Ysidro School District at a regular meeting of said Board on November 8, 2018 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN DIEGO )

I, Marcos A. Diaz, Clerk to the Governing Board, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution passed and adopted by the said Board at a regular and conducted meeting held on said date.

\_\_\_\_\_  
Marcos A. Diaz,  
Clerk to the Governing Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

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

**INITIAL:** *GP*  
 Informational  
 Action

**AGENDA ITEM:** CONFLICT OF INTEREST CODE: LOCAL GOVERNMENT AGENCY  
BIENNIAL REVIEW

---

**BACKGROUND INFORMATION:**

The Governing Board previously adopted its Conflict of Interest Code revisions on June 8, 2017. Administration recently reviewed the Designated Positions and has determined that changes to the current Conflict of Interest Code are necessary.

The District's proposed amendment is to include new positions that must be designated, revise disclosure categories, revise titles of existing positions, and delete positions that no longer exist.

**RECOMMENDATION:**

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

---

**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 2017-2018 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 Potter*  
\_\_\_\_\_  
Gina Potter, Ed.D., Superintendent  
Secretary to the Board

**RESOLUTION NO. 18/19-0034**

**RESOLUTION OF THE GOVERNING BOARD OF THE  
SAN YSIDRO SCHOOL DISTRICT AMENDING THE  
CONFLICT OF INTEREST CODE PURSUANT TO THE  
POLITICAL REFORM ACT OF 1974**

**WHEREAS**, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the San Ysidro School District (the "District") and requires all public agencies to adopt and promulgate a conflict of interest code; and

**WHEREAS**, the Governing Board adopted a Conflict of Interest Code (the "Code") which was amended on June 8, 2017, in compliance with the Act; and

**WHEREAS**, subsequent changed circumstances within the District have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the District's Code; and

**WHEREAS**, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the District being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

**WHEREAS**, notice of the time and place of a public meeting on, and of consideration by the Governing Board of, the proposed amended Code was provided each affected designated employee and publicly posted for review at the offices of the District; and

**WHEREAS**, a public meeting was held upon the proposed amended Code at a regular meeting of the Governing Board on November 8, 2018, at which all present were given an opportunity to be heard on the proposed amended Code.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the San Ysidro School District that the Governing Board does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Executive Secretary to the Superintendent and available to the public for inspection and copying during regular business hours;

**BE IT FURTHER RESOLVED** that the said amended Code shall be submitted to the Board of Supervisors of the County of San Diego for approval and said Code shall become effective immediately upon approval by the Board of Supervisors.

**BE IT FURTHER RESOLVED** that all previous Conflict of Interest Codes of the San Ysidro School District and amendments thereto shall be rescinded as of the effective date of the said proposed Code as approved by the Board of Supervisors.

**APPROVED, SIGNED AND ADOPTED** this 8th day of November, 2018.

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President, Governing Board  
San Ysidro School District

ATTEST:

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Secretary, Governing Board  
San Ysidro School District

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**SAN YSIDRO SCHOOL DISTRICT**

# CONFLICT OF INTEREST CODE OF THE SAN YSIDRO SCHOOL DISTRICT (Adopted November 8, 2018)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and, the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **San Ysidro School District (the "District")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Executive Secretary** as the District's filing officer. The **Executive Secretary** shall make and retain a copy of all statements filed by Members of the Governing Board and the Superintendent, and forward the originals of such statements to the Clerk of the Board of Supervisors. The **Executive Secretary** shall retain the originals of all other designated positions and make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

**APPENDIX**  
**CONFLICT OF INTEREST CODE**  
**OF THE**  
**SAN YSIDRO SCHOOL DISTRICT**

**(Adopted November 8, 2018)**

**PART "A"**

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to the District's Code, but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>1</sup>:

Members of the Governing Board

Chief Business Official

Investment Consultants

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<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

**DESIGNATED POSITIONS**  
**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<b><u>DESIGNATED POSITIONS'</u></b> <b><u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE CATEGORIES</u></b> <b><u>ASSIGNED</u></b>
Assistant Principals (ALL)	5
Coordinator, Community Schools & After School Programs	5
Coordinator, Federal & State Programs: Pupil Services	5
Coordinator, Human Resources & Credentialing	5
Director of Child Development	5
Director of Child Nutrition Services	5
Director of Maintenance, Operations, Transportation and Facilities	2, 3, 5
Director of Special Education	5
Director of Education Technology	5
Executive Director of Curriculum, Instruction and Innovation	5
Executive Director of Human Resources	5
General Counsel	1, 2
Principals (ALL)	5
Program Specialist	5
Superintendent of Schools	1, 2
Consultant and New Positions <sup>2</sup>	

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<sup>2</sup> Individuals serving as a consultant as defined in FPPC Reg 18700.3 or in a new position created since this Code was later amended that makes or participates in making decisions must file under the broadest disclosure requirements set forth in this Code subject to the following limitation:

The Superintendent may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; FPPC Regs 18219 and 18734.) The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)

## **PART B** **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup> "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the District.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of the District.

Category 2: All Interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

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<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

LEGISLATIVE VERSION  
(SHOWS CHANGES MADE)

CONFLICT OF INTEREST CODE  
  
OF THE  
  
SAN YSIDRO SCHOOL DISTRICT

# CONFLICT OF INTEREST CODE OF THE SAN YSIDRO SCHOOL DISTRICT (Adopted November 8, 2018)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730. The provisions of 2 CCR 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and, together with the attached Appendix specifying designated designating positions and establishing disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code of the San Ysidro School District (the "District").

Governing Board members All officials and designated employees positions required to submit a statement of economic interests shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed their statements with the Executive Secretary as the District's filing officer, and/or, if so required, with the district's code reviewing body. The Executive Secretary shall make and retain a copy of all statements filed by Members of the Governing Board and the Superintendent, and forward the originals of such statements to the Clerk of the Board of Supervisors. The district's filing officer Executive Secretary shall retain the originals of all other designated positions and make the all retained statements available for public review and inspection and reproduction during regular business hours. (Gov. Code § 81000.)

## APPENDIX

### Disclosure Categories

~~1. Category 1: A person designated Category 1 shall disclose:~~

- ~~a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district. (See new Category 2)~~
- ~~b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engages in work or services of the type used by the district, or manufacture or sell supplies, books, machinery equipment of the type used by the district. (See new Categories 3 and 4)~~

~~2. Category 2: A person designated Category 2 shall disclose:~~

- ~~a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs. (See new Category 5)~~
- ~~b.a. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school. (See new Category 5)~~

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**SAN YSIDRO SCHOOL DISTRICT**

**(Adopted November 8, 2018)**

**PART "A"**

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to the District's Code, but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>1</sup>:

Members of the Governing Board

Chief Business Official

Investment Consultants

<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

**CONFLICT OF INTEREST (continued)**  
**DESIGNATED POSITIONS**

Designated Position \_\_\_\_\_ Disclosure Category

**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<b>DESIGNATED POSITIONS'</b>	<b>DISCLOSURE CATEGORIES</b>
<b>TITLE OR FUNCTION</b>	<b>ASSIGNED</b>
Governing Board Members	1
Assistant Principals (ALL)	5 new
Coordinator, Community Schools & After School Programs	5 new
Coordinator, Human Resources & Credentialing	5 new
Superintendent of Schools	11, 2 expanded
Deputy Superintendent <del>Chief Business Official</del>	<del>11, 2</del> expanded
Executive Director of Curriculum, Instruction and Innovation	25 same
Executive Director of Human Resources	2-5 same
Principals (ALL)	25 same
Assistant Principal	2
Director of Maintenance, Operations, Transportation and Facilities	22, 3, 5 expanded
Director of Special Education	2-5 same
Director of Information Management Services <del>Education Technology</del>	25 same
Director of Child Development	25 same
Director of Child Nutrition Services	2-5 same
General Counsel	1, 2 new
Assistant Director of Child Nutrition Services	2
Coordinator, Federal and State Programs: <u>Pupil Services</u>	25 same
Program Specialist	5 new

## Consultant and New Positions<sup>2</sup>

### **Disclosures for Consultants**

~~Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict-of-interest code.~~

~~A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)~~

- ~~1. Approve a rate, rule, or regulation~~
- ~~2. Adopt or enforce a law~~
- ~~3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement~~
- ~~4. Authorize the district to enter into, modify, or renew a contract that requires district approval~~
- ~~5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for the such a contract~~
- ~~6. Grant district approval to a plan, design, report, study, or similar item~~
- ~~7. Adopt or grant district approval of district policies, standards, or guidelines~~

~~A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)~~

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<sup>2</sup> Individuals serving as a consultant as defined in FPPC Reg 18700.3 or in a new position created since this Code was later amended that makes or participates in making decisions must file under the broadest disclosure requirements set forth in this Code subject to the following limitation:

The Superintendent may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; FPPC Regs 18219 and 18734.) The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)

## PART B DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup> "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the District.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of the District.

Category 2: All Interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

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Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

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<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

Exhibit

~~Version: October 30, 2014~~

~~Amended: November 12, 2015~~

~~Amended: September 8, 2016~~

~~Amended: June 8, 2017~~

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Human Resources  
Daniel Zummo, Executive Director

**INITIAL:** DP  
 Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR PATHWAYS EXTENDED LEARNING PROGRAM

**BACKGROUND INFORMATION:**

Administration recommends approval/ratification of the attached Memorandum of Understanding between the San Ysidro School District and the California School Employees Association for the Pathways Extended Learning Program.

**RECOMMENDATION:**

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

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> <u>new</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		
TBD <small>(Amount)</small>	LCAP/Supplemental <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



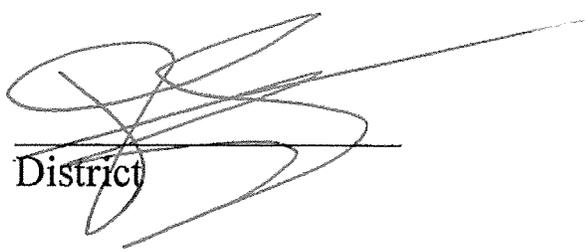
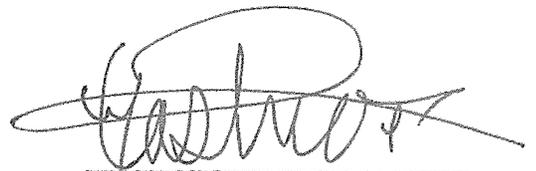
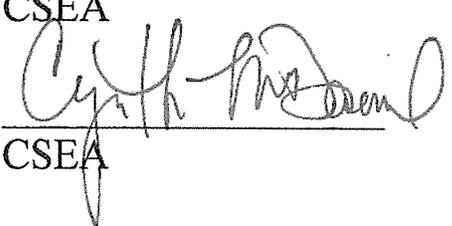
Quality education and opportunity for all students to succeed

**Memorandum of Understanding  
Between  
San Ysidro School District  
And  
California School Employees Association  
And its Chapter #154  
October 25, 2018**

**San Ysidro School District Pathways Program**

We hereby mutually agree to the following:

1. A per week stipend of \$160 shall be paid to any bargaining unit member who participates in the SYSD Pathways Extended Learning Program.

  
District  
CSEA  
  
CSEA

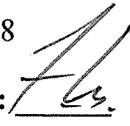
# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Administration  
Francisco Mata, Coord., Public  
Relations & Community Services

**INITIAL:** 

Informational  
 Action

**AGENDA ITEM:** NAMING OF FACILITY AT WILLOW ELEMENTARY

**BACKGROUND INFORMATION:**

A group of San Ysidro citizens would like to recommend the naming of a facility at Willow Elementary after Mr. Ramon Parra to honor his memory and legacy as an extraordinary San Ysidro citizen and recognize his leadership, passion and contributions to this community. Mr. Parra was a San Ysidro resident for 47 years. He was president and a member of the San Ysidro School Board for 18 years. His involvement, participation and dedication to this community included being active in many San Ysidro organizations including Boys and Girls Club, League of United Latino Americans, San Ysidro Border Lions Club, Charros Association, Parks and Recreation Advisory Committee. He is also recognized as a founding member of San Ysidro Health Clinic, San Ysidro Little League and Pony Leagues, San Ysidro Chapter of LULAC and the San Ysidro Center for Senior Citizens.

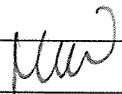
Francisco Mata, Coordinator, Public Relations & Community Services, will lead the process of gathering the names of potential Citizen Advisory Committee members, which will include San Ysidro citizens and Willow Elementary administrators, staff and parents. A list of 7 to 10 potential committee members will be submitted to the Board at the December 13, 2018 Governing Board meeting for consideration and formal appointment to the Citizen Advisory Committee.

**RECOMMENDATION:**

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.

**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

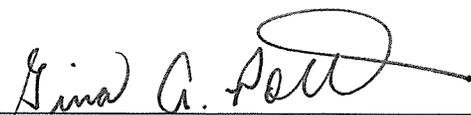
N/A  
(Amount)

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

**NAMING OF FACILITY**

The Governing Board shall name district schools and other district-owned or leased buildings, grounds, and facilities in recognition of:

1. Individuals, living or deceased, and entities that have made outstanding contributions, including financial contributions, to the school community
2. Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance
3. The geographic area in which the school or building is located

The Board encourages community participation in the process of selecting names. A citizen advisory committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration.

*(cf. 1220 - Citizen Advisory Committees)*

Any name adopted for any new school shall not be so similar to the name of any existing district school as to result in confusion to members of the community.

Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.

*(cf. 9320 - Meetings and Notices)*

When naming or renaming a district school, building, or facility, the Board may specify the duration for which the name shall be in effect.

**Memorials**

Upon request, the Board shall consider planting commemorative trees, erecting monuments, or dedicating buildings, parts of buildings, athletic fields, gardens, or other district facilities, in memory of deceased students, staff members, community members, and benefactors of the district.

**Naming Rights**

The Board may grant to any person or entity the right to name any district building or facility. In doing so, the Board shall enter into a written agreement which shall:

1. Specify the benefits to the district from entering into the agreement
2. State the roles and responsibilities of the parties to the agreement, including whether or not the Board shall retain the power to approve any proposed name

**NAMING OF FACILITY (continued)**

3. Provide details related to the naming right granted, including the building, grounds, or facility involved and the duration for which the name shall be in effect
4. Prohibit any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination against any person or group, or promotes the use of violence or the violation of any law or district policy

*(cf. 0410 - Nondiscrimination in District Programs/Activities)*

*(cf. 1325 - Advertising/Promotions)*

*(cf. 3290 - Gifts, Grants and Bequests)*

5. Reserve the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any of the prohibited acts stated in item #4 above or other criminal or unlawful acts that might bring the district into disrepute

*Legal Reference:*

EDUCATION CODE

*35160 Authority of governing boards*



# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:** Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CM*  
 Informational  
 Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS - NOVEMBER

**BACKGROUND INFORMATION:**

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the November 8, 2018 Board meeting:

- CASTO-The Annual Transportation Workshop
- Cognitive-Behavior Techniques for Educators
- CASBO Fall Classic Workshop
- 2019 CISC Leadership Symposium
- Legislative Update
- InterDistrict Transfer Essentials
- Nonviolent Crisis Intervention (CPI) Flex Participant Seats
- 2018 CABE Mini-Conference
- CASBO-Management & Supervision Workshop
- Restorative Practices Training of Trainers

Cost implications might include: Registration fees, lodging, parking, meals, mileage and substitute teacher compensation, as needed.

**RECOMMENDATION:**

Approve/Ratify the attendance and participation of District staff (see attached list) to the different professional developments, as scheduled.

**LCAP GOAL AND ACTION/SERVICE:**

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

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** *Manuela Colom*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

<small>APPROXIMATE COST</small> <b>\$13,578.00</b> <small>(Amount)</small>
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General, Supplemental & Concentration, Title II and Title III Funds <small>(Name of funding source and/or location)</small>
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-- <small>(Funding account number)</small>
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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.1**

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

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Lorena Vega, Joanna Velasco, Eli Garcia-Solis, Maria E. Lopez, Hector Vazquez, Alice Garcia, Jasmin Lopez, Daniel Sandoval, Martha L. Silva, Amy Ramirez	CASTO-The 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
Araceli Felix, Blanca Vega, 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

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Luis Ramos, Diane Steele, Catalina Jauregui, Russell Little, Efrain Burciaga, Erika Meza, Manuel Bojorquez, Consuelo Carranza, Maria Rodriguez, Marlo Vazquez, 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	Nonviolent Crisis Intervention (CPI) Flex Participant Seats	TBD	November, 2018	\$1,280.00	Title II Fund
Limit of 2 parent and 2 teachers per site: TBD	2018 CABE Mini Conference	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

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Erin Cuevas, Jenielle Ednalino, Cinthia Nunez, Lourdes Vallin	Restorative Practices Training of Trainers	San Diego	December 12-13, 2018	\$2,200.00	General Fund



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 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 #4 (September 25, 2018 through October 23, 2018):  
 ▪ General Fund: 0000004055-0000004056, 0000004058-0000004066, 0000004068-0000004070, 0000004072-0000004077, 0000004079-0000004122, 0000004125-0000004128, 0000004130-0000004163, 0000004165-0000004171  
 ▪ Child Development Fund: 0000004057, 0000004078, 0000004129  
 ▪ Child Nutrition Fund: 0000004067, 0000004164

**RECOMMENDATION:**

Approve/Ratify the following purchase orders incurred by the District during the period September 25, 2018 through October 23, 2018.

**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	<b>Business Services Reviewed:</b> <u>MAW</u>
<b>Financial Implications?</b>		<b>Are funds for this item available in the 2018-2019 Budget?</b>			<b>Requisition #</b>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Varies <small>(Amount)</small>	As listed above <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, Ed.D., Superintendent  
Secretary to the Board

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004055	9/25/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	022	330.28
0000004056	9/25/2018	0000000141	WESTCOAST SECURITY & INVESTIGATIVE		0100	0000000	5800010	071	2,700.00
0000004058	9/25/2018	004571	DOMTAR PAPER CO. LLC		0100	0000000	4300011	061	533.36
0000004059	9/25/2018	0000000507	JILL WECKERLY, PH.D.		0100	6500000	5800010	054	2,800.00
0000004060	9/25/2018	004678	AMAZON.COM, INC.		0100	0000000	4300012	022	103.17
0000004061	9/25/2018	001093	KONE INC		0100	8150000	5600005	070	2,004.34
0000004062	9/25/2018	004628	FOLLETT SCHOOL SOLUTIONS,INC		0100	0000000	4300011	020	321.10
0000004063	9/25/2018	000809	OFFICE DEPOT		0100	0000000	4300011	016	251.04
0000004064	9/25/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	020	114.43
0000004065	9/25/2018	000146	LAKESHORE		0100	0000000	4300001	020	491.21
0000004066	9/25/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	020	387.36
0000004068	9/25/2018	004792	FUN AND FUNCTION, LLC		0100	6500000	4300001	054	75.41
0000004069	9/25/2018	000146	LAKESHORE		0100	6500000	4300001	054	156.18
0000004070	9/25/2018	0000000078	VECTOR USA		0100	0000000	5800010	067	11,250.00
0000004072	9/25/2018	000809	OFFICE DEPOT		0100	0000000	4300001	024	2,775.64
0000004073	9/26/2018	0000000506	DANIELLE CLARK AND HER COUNSEL		0100	0000000	5800002	064	107,322.72
0000004074	9/26/2018	004748	THE MARKETBOARD PEOPLE		0100	0000000	4300001	012	177.79
0000004075	9/26/2018	004684	NIMCO, INC		0100	0000000	4300011	061	1,624.95
0000004076	9/26/2018	003313	BEST BUY		0100	0000001	4300001	061	20,073.86
0000004077	9/27/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	025	1,898.89
0000004079	9/27/2018	000809	OFFICE DEPOT		0100	0000000	4300011	012	270.85
0000004080	9/27/2018	0000000485	SACRAMENTO COUNTY OFFICE OF EDUCATION		0100	4035000	5200003	061	600.00
0000004081	9/27/2018	004698	DOCUMENT TRACKING SERVICES,		0100	0000000	5800010	061	2,500.00
0000004082	9/27/2018	002030	SCRIPPS NATIONAL SPELLING BEE		0100	0000000	4300001	022	167.50
0000004083	9/27/2018	001725	SPINITAR/PRESENTATION PRODUCTS		0100	0000000	4300001	024	517.04
0000004084	9/27/2018	001161	HOME DEPOT		0100	0000000	4300011	024	22.69
0000004085	9/27/2018	004541	BOOST COLLABORATIVE		0100	0000000	5200003	061	455.00
0000004086	9/28/2018	004678	AMAZON.COM, INC.		0100	0000000	4300011	022	361.95
0000004087	10/1/2018	002578	CLARK SECURITY PRODUCTS		0100	8150000	5200003	070	275.00
0000004088	10/1/2018	002030	SCRIPPS NATIONAL SPELLING BEE		0100	0000000	4300001	016	167.50
0000004089	10/1/2018	000273	SCHOLASTIC, INC		0100	0000000	4300001	020	632.50
0000004090	10/1/2018	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300001	022	484.88
0000004091	10/1/2018	0000000327	PNC EQUIPMENT FINANCE, LLC		0100	6230000	7438000	069	248,831.72
0000004092	10/1/2018	003192	WAL- MART COMMUNITY/GEGRB		0100	6500000	4300001	054	368.66
0000004093	10/1/2018	001671	NORTH COUNTY EDUCATIONAL		0100	0000000	5300000	071	400.00
0000004094	10/1/2018	000809	OFFICE DEPOT		0100	0000000	4300001	024	404.87
0000004095	10/3/2018	000041	BEAR COMMUNICATIONS, INC.		0100	0000000	4300002	016	2,224.06
0000004096	10/3/2018	003589	HENRY APONTE		0100	0000000	4300012	022	2,369.42
0000004097	10/3/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	020	58.70
0000004098	10/3/2018	002580	COOLE SCHOOL		0100	0000000	4300001	012	847.50
0000004099	10/3/2018	001012	CDW GOVERNMENT LLC		0100	0000000	4400000	025	509.67
0000004100	10/3/2018	0000000324	CODE TO THE FUTURE		0100	4035000	5800010	061	67,000.00

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004101	10/3/2018	0000000138	BILL HOWE PLUMBING, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	1,289.36
0000004102	10/3/2018	0000000468	NATIONAL ASSOCIATION FOR THE	REGISTRATION FEE	0100	5630000	5200003	061	525.00
0000004103	10/3/2018	0000000485	SACRAMENTO COUNTY OFFICE OF EDUCATION	REGISTRATION FEE	0100	4035000	5200003	061	600.00
0000004104	10/3/2018	0000000106	SDCOE - NORTH INLAND SELPA	REGISTRATION FEE	0100	6500000	5200003	054	85.00
0000004105	10/3/2018	0033311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	5200003	061	500.00
0000004106	10/4/2018	0000000354	DATEL SYSTEMS INCORPORATED	OFFICE SUPPLIES	0100	0000000	4400000	071	830.78
0000004107	10/4/2018	003589	HENRY APONTE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	928.81
0000004108	10/4/2018	000409	SAN DIEGO UNION-TRIBUNE	ADVERTISEMENT	0100	0000000	5800003	061	895.00
0000004109	10/4/2018	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	4,169.31
0000004110	10/4/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	6500000	5200003	054	400.00
0000004111	10/4/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	3327000	5200003	054	315.00
0000004112	10/4/2018	000258	PARADIGM HEALTHCARE SERVICES	CONTRACTED SERVICES	0100	5640000	5800010	052	331.44
0000004113	10/4/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	5200003	050	250.00
0000004114	10/4/2018	000000303	ACHIEVE3000, INC	DIFFERENTIATED LITERACY SOLUTIONS	0100	0000001	5800010	061	40,208.75
0000004115	10/4/2018	0000000515	JENNY L PONZURIC	REGISTRATION FEE	0100	3327000	5200003	054	45.00
0000004116	10/4/2018	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	205.13
0000004117	10/4/2018	000336	MCGRAW-HILL	CONTRACTED SERVICES	0100	0000000	4100000	061	4,905.53
0000004118	10/4/2018	001012	CDW GOVERNMENT LLC	TECHNICAL SUPPLIES	0100	0000000	4300002	067	415.54
0000004119	10/4/2018	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	166.69
0000004120	10/4/2018	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	016	322.17
0000004121	10/8/2018	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	0000000	5200003	050	250.00
0000004122	10/8/2018	003192	WAL- MART COMMUNITY/GEGRB	INSTRUCTIONAL SUPPLIES	0100	3327000	4300001	054	104.73
0000004125	10/9/2018	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	018	3,816.86
0000004126	10/9/2018	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	4300001	020	116.03
0000004127	10/11/2018	000983	CASBO	REGISTRATION FEE	0100	0000000	5200003	071	280.00
0000004128	10/15/2018	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	680.32
0000004130	10/15/2018	000691	THE INSTITUTE FOR EFFECTIVE	PROF. SERVICES /NON-PUBLIC SCHOOL	0100	6500000	5800010	054	69,564.00
0000004131	10/15/2018	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	1,956.05
0000004132	10/15/2018	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	5600007	070	3,628.00
0000004133	10/15/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	723.12
0000004134	10/15/2018	002032	ASELTINE SCHOOL	PROF. SERV - NONPUBLIC SCHOOL	0100	6500000	5800010	054	146,316.60
0000004135	10/15/2018	0000000171	MY PT SAN DIEGO	CONTRACTED SERVICES	0100	6500000	5800010	054	10,000.00
0000004136	10/15/2018	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	0300020	4300001	020	435.76
0000004137	10/15/2018	0000000429	VEX ROBOTICS, INC	INSTRUCTIONAL SUPPLIES	0100	0000001	4300013	061	9,955.80
0000004138	10/15/2018	0000000116	EPIC SPORTS INC	INSTRUCTIONAL SUPPLIES	0100	0000001	4300013	061	3,898.95
0000004139	10/16/2018	001532	VERITIV OPERATING COMPANY	PUBLICATIONS SUPPLIES	0100	0000000	4300050	073	586.62
0000004140	10/16/2018	0000000520	ADAPTIVE SPECIALTIES, LLC	INSTRUCTIONAL SUPPLIES	0100	6500000	4400000	054	696.02
0000004141	10/17/2018	003589	HENRY APONTE	CONTRACTED SERVICES	0100	0000000	4300012	022	6,000.00
0000004142	10/17/2018	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	4035000	5200003	061	1,767.46
0000004143	10/17/2018	0000000505	ACCO BRANDS USA LLC	OFFICE SUPPLIES	0100	0000000	4400000	024	1,733.04
0000004144	10/17/2018	0000000245	OFFICESUPPLY.COM	OFFICE SUPPLIES	0100	6500000	4300001	054	53.85
0000004145	10/17/2018	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	5800002	063	13,383.75

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004146	10/17/2018	0000000116	EPIC SPORTS INC	INSTRUCTIONAL SUPPLIES	0100	0000001	4300013	061	1,187.34
0000004147	10/17/2018	001161	HOME DEPOT	CUSTODIAL SUPPLIES	0100	0000000	4300020	012	3,000.00
0000004148	10/17/2018	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	5800002	063	13,657.88
0000004149	10/17/2018	0000000091	AVID CENTER	REGISTRATION FEES	0100	0000001	5200003	061	12,720.00
0000004150	10/17/2018	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	4,911.27
0000004151	10/17/2018	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	115.57
0000004152	10/17/2018	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	4300011	054	502.94
0000004153	10/17/2018	002776	CPI	DUES & MEMBERSHIPS	0100	3327000	5300000	054	150.00
0000004154	10/17/2018	002187	APPLE INC	OFFICE SUPPLIES	0100	6500000	4300001	054	409.45
0000004155	10/17/2018	000124	WILKINSON HADLEY KING &	CONTRACTED SERVICE S	0100	0000000	5800001	071	1,825.00
0000004156	10/17/2018	003192	WAL- MART COMMUNITY/GEGRB	OFFICE SUPPLIES	0100	0000000	4300015	061	500.00
0000004157	10/17/2018	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	6500000	4300011	054	96.98
0000004158	10/17/2018	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	79.72
0000004159	10/17/2018	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	782.01
0000004160	10/22/2018	000809	OFFICE DEPOT	MEDICAL SUPPLIES	0100	0000000	4300010	012	219.90
0000004161	10/22/2018	000000463	CALIFORNIA WESTERN VISUALS	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	8,685.79
0000004162	10/22/2018	002133	SUPPLY MASTER INC	OFFICE SUPPLIES	0100	0000000	4300001	016	469.79
0000004163	10/22/2018	001822	BARNES AND NOBLE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	1,694.73
0000004165	10/22/2018	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	6500000	4300011	054	419.08
0000004166	10/22/2018	001532	VERITIV OPERATING COMPANY	PUBLICATION SUPPLIES	0100	0000000	4300050	073	1,146.84
0000004167	10/22/2018	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	100.00
0000004168	10/22/2018	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	5600005	070	295.00
0000004169	10/22/2018	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	894.92
0000004170	10/22/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	625.24
0000004171	10/23/2018	0000000118	AMERESCO, INC.	PROFESSIONAL SERVICES-PROP 39	0100	6230000	6200001	069	389,732.65
<b>Total for 0100</b>									<b>1,262,418.81</b>
0000004057	9/25/2018	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300020	076	1,211.86
0000004078	9/27/2018	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300020	076	367.56
0000004129	10/15/2018	004056	OPTIMUM FLOORCARE	CONTRACTED SERVICES	1200	6105000	4300020	076	1,008.99
<b>Total for 1200</b>									<b>2,588.41</b>
0000004067	9/25/2018	001278	JOHNSON CONTROLS	CONTRACTED SERVICES	1300	5310000	5600005	085	300.00
0000004164	10/22/2018	000409	SAN DIEGO UNION-TRIBUNE	CONTRACTED SERVICES	1300	5310000	5800003	085	424.60
<b>Total for 1300</b>									<b>724.60</b>
<b>Grand Total</b>									<b>1,265,731.82</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

**INITIAL:** MAW  
 Informational  
 Action

**AGENDA ITEM:** EXPENDITURE REPORT

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**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 September 28, 2018 through October 22, 2018 with checks #14-457482 through #14-467118 for a total expenditure of \$1,529,760.51 from the following sources:

General Fund - \$1,314,159.19  
Capital Facilities - \$215,601.32

**RECOMMENDATION:**

Approve/Ratify 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.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No.: Base Services and Safety

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MAW

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$1,529,760.51

(Amount)

Various (see above)

(Name of funding source and/or location)

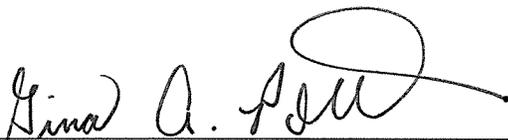
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(Funding account number)

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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	PO Ref	Fund
14457482	WESTCOAST SECURITY & INVESTIGATIVE	9/28/2018	\$ 2,700.00	CONTRACTED SERVICES	0100
14457483	SYLVIA LUGO	9/28/2018	\$ 18.30	REIMBURSEMENT	0100
14457976	VECTOR USA	10/1/2018	\$ 12,925.33	CONTRACTED SERVICES	0100
14457977	ARDOR HEALTH SOLUTIONS	10/1/2018	\$ 29,532.84	CONTRACTED SERVICES	0100
14457978	D&D WILDLIFE HABITAT RESTORATION, INC.	10/1/2018	\$ 575.00	CONTRACTED SERVICES	0100
14457979	SACRAMENTO COUNTY OFFICE OF EDUCATION	10/1/2018	\$ 600.00	REGISTRATION FEE	0100
14457980	DANIELLE CLARK AND HER COUNSEL	10/1/2018	\$ 107,322.72	SETTLEMENT AGREEMENT	0100
14457981	OFFICE DEPOT	10/1/2018	\$ 992.76	INSTRUCTIONAL SUPPLIES	0100
14457982	KONE INC	10/1/2018	\$ 11,625.37	MAINTENANCE AGREEMENT	0100
14457983	SCRIPPS NATIONAL SPELLING BEE	10/1/2018	\$ 167.50	REGISTRATION FEE	0100
14457984	YMCA OF SAN DIEGO COUNTY	10/1/2018	\$ 108,891.85	PROFESSIONAL SERVICES-ASES	0100
14457985	SOUTHWEST SCHOOL & OFFICE	10/1/2018	\$ 1,574.39	INSTRUCTIONAL SUPPLIES	0100
14457986	MICHAEL BAKER INTERNATIONAL	10/1/2018	\$ 3,600.00	CONTRACTED SERVICES	0100
14457987	BEST BEST & KRIEGER LLP	10/1/2018	\$ 28,355.50	LEGAL FEES	0100
14457988	ABA EDUCATION FOUNDATION	10/1/2018	\$ 6,412.50	PROFESSIONAL SERVICES	0100
14458438	MAXIM HEALTHCARE SERVICES, INC	10/2/2018	\$ 10,275.29	PROFESSIONAL SERVICES	0100
14458439	JILL WECKERLY, PH.D.	10/2/2018	\$ 2,800.00	CONTRACTED SERVICES	0100
14458440	HOME DEPOT	10/2/2018	\$ 301.70	GROUNDS SUPPLIES	0100
14459134	SCRIPPS NATIONAL SPELLING BEE	10/3/2018	\$ 167.50	REGISTRATION FEE	0100
14459735	BMR HEALTH SERVICES, INC	10/4/2018	\$ 12,400.00	CONTRACTED SERVICES	0100
14459736	MRC SMART TECHNOLOGY SOLUTIONS	10/4/2018	\$ 10,584.18	MAINTENANCE AGREEMENT	0100
14459737	CROWN AWARDS	10/4/2018	\$ 1,283.53	OFFICE SUPPLIES	0100
14459738	QUILL CORP.	10/4/2018	\$ 67.86	OFFICE SUPPLIES	0100
14459739	SAN DIEGO GAS & ELECTRIC	10/4/2018	\$ 86,483.83	UTILITIES-GAS & ELECTRICT	0100
14459740	WAXIE SANITARY SUPPLY	10/4/2018	\$ 4,520.65	CUSTODIAL SUPPLIES	0100
14459741	SOUTH BAY FENCE, INC.	10/4/2018	\$ 2,550.00	CONTRACTED SERVICES	0100
14459742	HOME DEPOT	10/4/2018	\$ 2,895.98	MAINTENANCE SUPPLIES	0100
14459743	GOPHER SPORT	10/4/2018	\$ 15,131.90	INSTRUCTIONAL SUPPLIES	0100
14459744	REPUBLIC SERVICES	10/4/2018	\$ 12,396.89	UTILITIES	0100
14459745	RCP BLOCK & BRICK	10/4/2018	\$ 886.36	GROUNDS SUPPLIES	0100
14459746	WILLY'S ELECTRONIC SUPPLY CO.	10/4/2018	\$ 536.82	MAINTENANCE SUPPLIES	0100
14459747	LEARNING A-Z	10/4/2018	\$ 34,542.72	LICENSES RENEWAL	0100
14459748	FLEETWASH INC	10/4/2018	\$ 183.33	CONTRACTED SERVICES	0100
14459749	THE HOME DEPOT SUPPLY	10/4/2018	\$ 1,920.03	MAINTENANCE SUPPLIES	0100
14459750	TEAMTALK NETWORK	10/4/2018	\$ 397.80	CONTRACTED SERVICES	0100
14459751	RUSSELL SIGLER, INC	10/4/2018	\$ 607.43	MAINTENANCE SUPPLIES	0100
14459752	MCGREGOR AND ASSOCIATED	10/4/2018	\$ 455.60	PROFESSIONAL SERVICES	0100

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 14459748  
 14459749  
 14459750  
 14459751  
 14459752

Warrant ID	Payee	Payment Date	Amount	PO Ref	Fund
14459753	FLYERS ENERGY	10/4/2018	\$ 7,209.08	CONTRACTED SERVICES	0100
14460343	CODE TO THE FUTURE	10/5/2018	\$ 67,000.00	PROFESSIONAL SERVICES-COMPUTER SCIENCE	0100
14460344	SACRAMENTO COUNTY OFFICE OF EDUCATION	10/5/2018	\$ 600.00	REGISTRATION FEE	0100
14460345	WAXIE SANITARY SUPPLY	10/5/2018	\$ 10,232.58	CUSTODIAL SUPPLIES	0100
14460346	OFFICE DEPOT	10/5/2018	\$ 10,563.93	OFFICE SUPPLIES	0100
14460347	BENCHMARK EDUCATION COMPANY	10/5/2018	\$ 359,793.41	INSTRUCTIONAL SUPPLIES	0100
14460348	STAFF REHAB	10/5/2018	\$ 2,667.50	PROFESSIONAL SERVICES	0100
14461406	WINET PATRICK GAYER CREIGHTON	10/9/2018	\$ 5,300.10	LEGAL FEES	0100
14461407	OSCAR MADERA	10/9/2018	\$ 172.38	REIMBURSEMENT	0100
14461409	SAN DIEGO GAS & ELECTRIC	10/9/2018	\$ 21,262.66	UTILITIES-GAS&ELECTRICT	0100
14461410	WAXIE SANITARY SUPPLY	10/9/2018	\$ 838.79	CUSTODIAL SUPPLIES	0100
14461411	DOCUMENT TRACKING SERVICES,	10/9/2018	\$ 2,500.00	CONTRACTED SERVICES	0100
14461412	ADRIANA AGUILAR	10/9/2018	\$ 46.80	REIMBURSEMENT	0100
14462080	BIJAN ZELLI	10/10/2018	\$ 631.48	REIMBURSEMENT	0100
14462829	CRISTINA D'OLEIRE	10/11/2018	\$ 8.45	REIMBURSEMENT	0100
14462830	JESSICA DAVIS	10/11/2018	\$ 59.53	REIMBURSEMENT	0100
14462831	SHARON AGUILERA	10/11/2018	\$ 63.13	REIMBURSEMENT	0100
14462832	ALANA ARCIAGA-LAURINO	10/11/2018	\$ 60.70	REIMBURSEMENT	0100
14462833	PARADIGM HEALTHCARE SERVICES	10/11/2018	\$ 331.44	CONTRACTED SERVICES	0100
14462834	CASBO	10/11/2018	\$ 150.00	REGISTRATION FEE	0100
14462835	NORTH COUNTY EDUCATIONAL	10/11/2018	\$ 400.00	DUES & MEMBERSHIP	0100
14462836	PRO ED	10/11/2018	\$ 862.40	INSTRUCTIONAL SUPPLIES	0100
14464716	CORODATA RECORDS MANAGEMENT, INC.	10/16/2018	\$ 135.54	CONTRACTED SERVICES	0100
14464717	BMR HEALTH SERVICES, INC	10/16/2018	\$ 11,160.00	PROFESSIONAL SERVICES-SLP	0100
14464718	CAROLYN KARINEN	10/16/2018	\$ 11,742.00	PROFESSIONAL SERVICES-SLP	0100
14464719	BILL HOWE PLUMBING, INC	10/16/2018	\$ 1,289.36	CONTRACTED SERVICES	0100
14464720	MAXIM HEALTHCARE SERVICES, INC	10/16/2018	\$ 31,287.01	PROFESSIONAL SERVICES	0100
14464721	GEARY PACIFIC SUPPLY	10/16/2018	\$ 300.00	REGISTRATION FEES	0100
14464722	ALLIED TIME USA, INC.	10/16/2018	\$ 446.09	OFFICE SUPPLIES	0100
14464723	DIXIELINE LUMBER CO	10/16/2018	\$ 509.08	MAINTENANCE SUPPLIES	0100
14464724	CITY TREASURER	10/16/2018	\$ 26,890.42	UTILITIES	0100
14464725	MCGRAW-HILL	10/16/2018	\$ 4,376.24	INSTRUCTIONAL SUPPLIES	0100
14464726	GRAINGER	10/16/2018	\$ 2,981.50	MAINTENANCE SUPPLIES	0100
14464727	DUNN-EDWARDS CORP.	10/16/2018	\$ 546.74	MAINTENANCE SUPPLIES	0100
14464728	SAN DIEGO UNION-TRIBUNE	10/16/2018	\$ 895.00	ADVERTISEMMENT	0100
14464729	CURRICULUM ASSOC. INC.	10/16/2018	\$ 5,324.17	INSTRUCTIONAL SUPPLIES	0100
14464730	DION INTERNATIONAL TRUCK INC.	10/16/2018	\$ 2,567.23	CONTRACTED SERVICES	0100

Warrant ID	Payee	Payment Date	Amount	PO Ref	Fund
14464731	SPRINT	10/16/2018	\$ 4,125.81	CONTRACTED SERVICES	0100
14464732	REFRIGERATION SUPPLIES	10/16/2018	\$ 1,493.15	MAINTENANCE SUPPLIES	0100
14464733	OFFICE DEPOT	10/16/2018	\$ 521.89	OFFICE SUPPLIES	0100
14464735	BUS WEST	10/16/2018	\$ 192.65	MECHANIC SUPPLIES	0100
14464736	CALIFORNIA DEPT. OF JUSTICE	10/16/2018	\$ 686.00	CONTRACTED SERVICES	0100
14464737	EWING IRRIGATION	10/16/2018	\$ 1,243.17	GROUNDS SUPPLIES	0100
14464738	COOLE SCHOOL	10/16/2018	\$ 1,162.50	INSTRUCTIONAL SUPPLIES	0100
14464739	BENCHMARK EDUCATION COMPANY	10/16/2018	\$ 765.38	INSTRUCTIONAL SUPPLIES	0100
14464740	CALIFORNIA ELECTRIC SUPPLY	10/16/2018	\$ 242.44	MAINTENANCE SUPPLIES	0100
14464741	YMCA OF SAN DIEGO COUNTY	10/16/2018	\$ 75,050.06	PROFESSIONAL SERVICES-ASES	0100
14464742	SMART & FINAL	10/16/2018	\$ 219.32	REFRESHMENTS	0100
14464743	SAN DIEGO COUNTY SUPERINTENDEN	10/16/2018	\$ 315.00	REGISTRATION FEE	0100
14464744	BEST BUY	10/16/2018	\$ 270.51	OFFICE SUPPLIES	0100
14464745	SOUTHWEST SCHOOL & OFFICE	10/16/2018	\$ 275.55	OFFICE SUPPLIES	0100
14464746	PRO POWER	10/16/2018	\$ 95.72	GROUNDS SUPPLIES	0100
14464747	NIMCO, INC	10/16/2018	\$ 1,628.06	INSTRUCTIONAL SUPPLIES	0100
14464748	SCHOOL MATE	10/16/2018	\$ 1,500.00	INSTRUCTIONAL SUPPLIES	0100
14464749	ABA EDUCATION FOUNDATION	10/16/2018	\$ 4,258.75	PROFESSIONAL SERVICES	0100
14464750	XEROX CORPORATION	10/16/2018	\$ 9,466.40	CONTRACTED SERVICES	0100
14466109	RAPTOR TECHNOLOGIES, LLC	10/18/2018	\$ 13,800.00	CONTRACTED SERVICES	0100
14466110	EBS - EDUCATIONAL BASED SERVICES	10/18/2018	\$ 28,143.00	PROFESSIONAL SERVICES-SLP	0100
14466111	JENNY L PONZURIC	10/18/2018	\$ 45.00	REGISTRATION FEE	0100
14466112	WAXIE SANITARY SUPPLY	10/18/2018	\$ 2,896.14	CUSTODIAL SUPPLIES	0100
14466113	LAKESHORE	10/18/2018	\$ 975.71	INSTRUCTIONAL SUPPLIES	0100
14466114	DION INTERNATIONAL TRUCK INC.	10/18/2018	\$ 3,925.35	CONTRACTED SERVICES	0100
14466115	HOME DEPOT	10/18/2018	\$ 957.02	OFFICE SUPPLIES	0100
14466116	RANCHO SAN DIEGO NURSERY INC	10/18/2018	\$ 775.44	GROUNDS SUPPLIES	0100
14466117	ASELTINE SCHOOL	10/18/2018	\$ 13,155.66	PROF. SERV -NONPUBLIC SCHOOL	0100
14466118	HENRY APONTE	10/18/2018	\$ 1,150.00	CONTRACTED SERVICES	0100
14466119	SUPER DUPER PUBLICATION	10/18/2018	\$ 179.96	INSTRUCTIONAL SUPPLIES	0100
14466648	MARY TUCKER	10/19/2018	\$ 31.50	MILEAGE	0100
14466649	JESSICA KERBOW	10/19/2018	\$ 33.84	MILEAGE	0100
14466650	ALEXIS TAPIA	10/19/2018	\$ 64.86	MILEAGE	0100
14466651	EFRAIN IVAN MANRIQUEZ	10/19/2018	\$ 74.01	MILEAGE	0100
14466652	RUSSELL LITTLE	10/19/2018	\$ 106.40	REIMBURSEMENT	0100
14466653	OFFICE DEPOT	10/19/2018	\$ 1,763.00	INSTRUCTIONAL SUPPLIES	0100
14466092	VECTOR USA	10/22/2018	\$ 11,080.33	CONTRACTED SERVICES	0100

Warrant ID	Payee	Payment Date	Amount	PO Ref	Fund
14467093	XEROX FINANCIAL SERVICES	10/22/2018	\$ 9,274.25	CONTRACTED SERVICES	0100
14467094	PROJECT LEAD THE WAY INC	10/22/2018	\$ 2,866.15	INSTRUCTIONAL SUPPLIES	0100
14467096	NATIONAL ASSOCIATION FOR THE	10/22/2018	\$ 525.00	REGISTRATION FEE	0100
14467097	RUSSELL LITTLE	10/22/2018	\$ 139.05	REIMBURSEMENT	0100
14467098	DIXIELINE LUMBER CO	10/22/2018	\$ 343.89	MAINTENANCE SUPPLIES	0100
14467099	SAN DIEGO GAS & ELECTRIC	10/22/2018	\$ 338.27	UTILITIES GAS&ELECTRICT	0100
14467100	PARADIGM HEALTHCARE SERVICES	10/22/2018	\$ 500.00	PROFESSIONAL SERVICES	0100
14467101	GRAINGER	10/22/2018	\$ 110.62	MAINTENANCE SUPPLIES	0100
14467102	SOUTH BAY FENCE, INC.	10/22/2018	\$ 411.08	MAINTENANCE SUPPLIES	0100
14467103	OFFICE DEPOT	10/22/2018	\$ 2,830.10	INSTRUCTIONAL SUPPLIES	0100
14467104	CDW GOVERNMENT LLC	10/22/2018	\$ 509.67	OFFICE SUPPLIES	0100
14467105	PENSKE TRUCK LEASING	10/22/2018	\$ 268.44	LEASE RENTAL	0100
14467106	HOME DEPOT	10/22/2018	\$ 132.20	CUSTODIAL SUPPLIES	0100
14467107	RANCHO AUTO & TRUCK PARTS	10/22/2018	\$ 66.08	MAINTENANCE SUPPLIES	0100
14467108	IMPERIAL SPRINKLER SUPPLY	10/22/2018	\$ 70.24	GROUPS SUPPLIES	0100
14467109	ROCHESTER 100 INC.	10/22/2018	\$ 831.00	INSTRUCTIONAL SUPPLIES	0100
14467110	FEDEX	10/22/2018	\$ 29.53	POSTAGE	0100
14467111	THE HOME DEPOT SUPPLY	10/22/2018	\$ 59.52	MAINTENANCE SUPPLIES	0100
14467112	VALLEY INDUSTRIAL SPECIALTIES	10/22/2018	\$ 1,082.14	MAINTENANCE SUPPLIES	0100
14467113	EDUPOINT EDUCATIONAL SYSTEMS	10/22/2018	\$ 1,767.46	CONTRACTED SERVICES	0100
14467114	RUSSELL SIGLER, INC	10/22/2018	\$ 601.35	MAINTENANCE SUPPLIES	0100
14467115	DASH MEDICAL GLOVE INC.	10/22/2018	\$ 151.60	MEDICAL SUPPLIES	0100
14467116	SCHOOLSIN	10/22/2018	\$ 449.83	INSTRUCTIONAL SUPPLIES	0100
14467117	THE MARKETBOARD PEOPLE	10/22/2018	\$ 165.00	INSTRUCTIONAL SUPPLIES	0100
14467118	FUN AND FUNCTION, LLC	10/22/2018	\$ 78.94	INSTRUCTIONAL SUPPLIES	0100
<b>Total 0100</b>			<b>\$ 1,314,159.19</b>		
14461408	BAKER NOWICKI DESIGN STUDIO, LLP	10/9/2018	\$ 15,456.60	PROFESSIONAL SERVICES-FACILITIES PROJECT	2518
14464734	CDW GOVERNMENT LLC	10/16/2018	\$ 2,386.18	OFFICE SUPPLIES	2518
14465491	L.L. HENDRIX	10/17/2018	\$ 11,392.00	CONTRACTED SERVICES-FACILITIES PROJECT	2518
14467095	SILVER CREEK INDUSTRIES, INC.	10/22/2018	\$ 186,366.54	CONTRACTED SERVICES-FACILITIES PROJECT	2518
<b>Total 2518</b>			<b>\$ 215,601.32</b>		
Grand Total			\$ 1,529,760.51		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Special Education  
Oscar Madera, Director

**INITIAL:** *MP*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH DR. JILL WECKERLY FOR SCHOOL YEAR 2018-2019

**BACKGROUND INFORMATION:**

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

Dr. Jill Weckerly, is an approved independent educational evaluator, will provide an independent psychoeducational evaluation to a student with special needs.

Services to be provided include:

- Evaluations
- Observations and interviews
- Report writing
- IEP attendance
- Testing feedback

**RECOMMENDATION:**

Approve 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.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc.) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

<input type="checkbox"/> Renewal		<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <i>MP</i>
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			
\$2,800.00 <small>(Amount)</small>	Special Education <small>(Name of funding source and/or location)</small>			0100-6500000-5770-1190-5800010-054 <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**

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 9<sup>th</sup> day of November, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Dr. Jill Weckerly  
Company/Consultant

(619) 347-4496  
Telephone Number

3252 Holiday Court, Suite 109, La Jolla, CA 92037  
Address

jill@jweckerly.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: November 9, 2018 To: June 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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

Consultant shall assign 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 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 and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

later revisions used). If Blanket Endorsement, please

## Primary Coverage

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

## Notice of Cancellation

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

## Waiver of Subrogation

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

## Deductibles and Self-Insured Retentions

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

## Acceptability of Insurers

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

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

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

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

## Verification of Coverage

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

## **5 GENERAL PROVISIONS**

### **5.1 DELAYS IN PERFORMANCE**

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

**14B.3**

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time, provide written notice to the District.

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# SAN YSIDRO SCHOOL DISTRICT

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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 direct by District.

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

# SAN YSIDRO SCHOOL DISTRICT

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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.

Design Professionals: 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.

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# 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.

<b>CONSULTANT:</b>	
Name:	Dr. Jill Weckerly
Title:	Owner
Address:	3252 Holiday Court, Suite 109
City/State/Zip Code:	La Jolla, CA 92037
Telephone:	619-347-4496
Email:	jill@jweckerly.com

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Oscar C. Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3091
Email:	Marilyn.adrianzen@syzdschools.org	Oscar.madera@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

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

**Dr. Jill Weckerly**  
\_\_\_\_\_  
Print Name, Title

Tel: (619) 347-4496  
\_\_\_\_\_  
Date:

\_\_\_\_\_

**San Ysidro School District**  
\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

Marilyn Adrianzen, Chief Business Official  
\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved:

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

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

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

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

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

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

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

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

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

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

Company Name: \_\_\_\_\_

Name/title of authorized representative (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A**

**SCOPE OF SERVICES**

Services include evaluations, observations and interviews, report writing, IEP attendance, and testing feedback.

Cost implication: up to \$2,800.00

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Special Education  
Oscar Madera, Director

**INITIAL:** *MP*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH TERI INC. (ALSO KNOWN AS TERI CRIMSON CENTER)  
FOR SPEECH AND LANGUAGE PATHOLOGY

---

**BACKGROUND INFORMATION:**

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

Teri Inc., also known as Teri Crimson Center for Speech and Language Pathology, an approved independent educational evaluator, will provide an independent speech evaluation to a student with special needs.

Services to be provided include:

- Evaluations
- Observations and interviews
- Report writing
- IEP attendance
- Testing feedback

**RECOMMENDATION:**

Approve 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.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc.) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *llw*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

**\$1,500.00**

(Amount)

**Special Education**

(Name of funding source and/or location)

0100-6500000-5770-1190-5800010-054

(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

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 9<sup>th</sup> day of November, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

TERI INC.

Company/Consultant

(858) 695-9415

Telephone Number

9606 Tierra Grande Street, San Diego, CA 92126

Address

www.crimsoncenter.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: November 9, 2018

To: June 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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# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

Consultant shall assign 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 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 and personal & advertising injury and improper sexual conduct 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)*
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 judgment, 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

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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, please

### 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 **14B.4** 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 at 14B.1 by District.

# SAN YSIDRO SCHOOL DISTRICT

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

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

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

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to net proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

# SAN YSIDRO SCHOOL DISTRICT

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Design Professionals: 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

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<b>CONSULTANT:</b>	TERI INC.
Name:	Joe Michalowski
Title:	CFO
Address:	9606 Tierra Grande Street
City/State/Zip Code:	San Diego, CA 92126
Telephone:	(858) 695-9415
Email:	joem@teriinc.org ; alyssa.trahan@teriinc.org

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Oscar C. Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3091
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

TERI INC.  
 \_\_\_\_\_  
 Firm Name

**San Ysidro School District**  
 \_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Signature of Authorized Agent

\_\_\_\_\_  
 Signature

Joe Michalowski, CFO  
 \_\_\_\_\_  
 Print Name, Title

Marilyn Adrianzen, Chief Business Official  
 \_\_\_\_\_  
 Print Name, Title

Tel: (858) 695-9415  
 \_\_\_\_\_

\_\_\_\_\_  
 Date

Date:  
 \_\_\_\_\_

\_\_\_\_\_  
 Board Approved:

# 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 \_\_\_\_\_

14B.4

# **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Services include:

- Evaluations
- Observations and interviews
- Report writing
- IEP attendance
- Testing feedback

Cost implication: up to \$1,500.00

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

**INITIAL:** MLW  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH HOLLANDIA DAIRY INC. VIA THE NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM OF SAN DIEGO COUNTY

**BACKGROUND INFORMATION:**

The District is currently part of the North County Educational Purchasing Consortium (NCEPC) which allows districts to purchase products at a more cost effective price. NCEPC conducted Bid No. CNS1617-1004 for Milk and Dairy Products, and awarded the bid to Hollandia Dairy Inc.

The NCEPC renewed the agreement with Hollandia Dairy Inc. for school year 2018-19 of which the District is a part of.

**RECOMMENDATION:**

Ratify 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.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No. 2: Base Services and Safety

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MLW

Financial Implications?

Are funds for this item available in the 2018-19 Budget?

Requisition #

Yes     No

Yes     No

TBD (Amount)
-----------------

Child Nutrition Services (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

**RENEWAL AGREEMENT**  
**NCEPC BID #CNS1617-1004 MILK AND DAIRY PRODUCTS**

**THIS AGREEMENT REFERS TO DISTRICTS IN REGIONS 2 AND 3**

THIS AGREEMENT, made and entered into this 6th day of June 2018 by and between the North County Educational Purchasing Consortium, San Diego County, California, hereinafter called the Consortium, and Hollandia Dairy Inc, hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Letter to Bidders, the Notice to Bidders, the Information to Bidders, the Accepted Bid, the General and Special Conditions, Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the Consortium and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all of the documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
2. **THE MATERIALS AND SUPPLIES:** The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the ordering district.

**NCEPC Bid #CNS1617-1004 MILK AND DAIRY PRODUCTS**  
**REGIONS 2 AND 3**

3. **PAYMENTS.** Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering district, the ordering district agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefore, the sums set opposite each item.
4. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the Consortium may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.
5. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Consortium.
6. **CONSORTIUM'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The Consortium may authorize a member district to withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the Consortium may apply such withheld amount or amounts to the payment of such claims, in its discretion.
7. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the Consortium at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the Consortium and the Contractor.

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

AGREEMENT ( CONT'D)

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the Consortium and written consent thereto obtained.

8. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the Consortium of the Contract for the period July 1, 2018 to June 30, 2019 for all districts in Regions 2 and 3 of the North County Education Purchasing Consortium, as defined in original bid documents pertaining to Bld #CNS1617-1004. The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.
9. **DEFENSE AND INDEMNITY:** (a) Neither the Consortium nor any ordering District shall be liable for, and Contractor shall defend and indemnify the Consortium and any and all ordering Districts and their officers, agents, employees and volunteers (collectively "Consortium Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes. Losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive of Consortium Parties. Contractor shall have no obligation, however, to defend or indemnify Consortium Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of Consortium Parties.  
  
(b) Contractor shall defend and indemnify the Consortium Parties and their officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
10. **THE ORDERING DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the ordering district.
11. **REMOVAL OF REJECTED ITEMS:** All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.
12. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
13. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the Consortium.
14. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE CONSORTIUM:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the Consortium or its member districts.
15. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** Contractor agrees to carry a commercial general and automobile liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to the parties to protect Contractor and Consortium and Ordering District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance afforded by this policy shall be primary, and any insurance carried by the Consortium and Ordering District shall be

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

AGREEMENT ( CONT'D)

excess and noncontributory." No later than ten (10) working days after the execution of this Agreement, Contractor shall provide Consortium and Ordering District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name Consortium and Ordering District(s) and their officers, agents and employees as additional insured's under said policy. Bidders who have questions about insurance coverages are requested to present questions prior to bid opening in accordance with the provisions of Section 9 of the Information for Bidders.

The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

16. **CONDITIONAL BID:** The Consortium reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.
17. **HAZARDOUS MATERIALS:** Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices and training. Contractor agrees that it will not store any Hazardous Materials at any Consortium or ordering district Facility without prior approval of Consortium or ordering district or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all action necessary to protect third parties, including, without limitation, employees, students and agents of the Consortium or ordering district from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. As used in this section, the term "Environmental Law" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to the Resource Conservations and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, materials, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious materials, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other materials or substance giving rise to any liability, responsibility or duty upon the District with respect to third person under any Environmental Laws.
18. **CONTACT WITH STUDENTS: MICHELLE MONTOYA SCHOOL SAFETY ACT (CHAPTER 588, 1997 STATUES)** Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the Consortium and the ordering district, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the Consortium or ordering district or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section, and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.
19. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees to comply with all federal, state and locals laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.
20. **SEVERABILITY:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

AGREEMENT ( CONT'D)

be affected, impaired or invalidated in any way.

21. SUCCESSORS: All terms of this contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.
22. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.
23. AUDIT AND INSPECTION OF RECORDS: At any time during normal business hours and as often as Consortium may deem necessary, Contractor shall make available to Consortium for examination at Consortium's primary administration offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit Consortium to audit, and to make audits of all invoices and other data related to all matters covered by this Agreement.

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

IN WITNESS WHEREOF, the Consortium, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM  
San Diego County, California

By Michelle Johnson  
Bid Administrator

By Daryl Scheel  
Contractor

122 E. Mission Rd  
Address

San Marcos, CA 92069  
City/State/Zip

Approved by the Governing Board on:

June 6, 2018

Item #	Description	Unit/Pack	Brand & Product Size	COLUMN E Brand & Product Size if other than spec	COLUMN F Estimated Usage	Hollandia Dairy	
						Unit Price	Extended Price
1	Cheese, Sliced (American, Provolone, Jack, Cheddar)	5 LB	Chateaux		775	\$ 16,500	\$ 12,787,500
2	Cheese, Cheddar Shredded	LB	Cheswick/Pacific / 5#bag		775	\$ 2,450	\$ 1,898,750
3	Cheese, Cottage, lowfat	LB			25	\$ 1,600	\$ 40,000
4	Cheese, Cream	100 / 1 OZ	Bagel Shop		560	\$ 18,600	\$ 10,416,000
5	Cheese, Cream Cheese Lite	1 OZ 100 / CS	Smithfield		760	\$ 19,500	\$ 14,820,000
6	Cheese, Pepper Jack Sliced	LB			40	\$ 3,300	\$ 132,000
7	Cheese, String Part Skim	96 / 1 OZ			1,010	\$ 21,900	\$ 22,119,000
8	Ice Cream, Chocolate Shortcake Bar SB12	2 DZ	Rich's Ice Cream		250	\$ 9,000	\$ 2,250,000
9	Ice Cream, Cotton Candy SB12	2 DZ	Rich's Ice Cream		5	\$ 7,500	\$ 37,500
10	Ice Cream, LF Fudge Frenzy	2 DZ	Rich's Ice Cream		1,280	\$ 7,500	\$ 9,600,000
11	Ice Cream, LF Mini Cone	2 DZ	North Star		555	\$ 10,750	\$ 5,966,250
12	Ice Cream, LF Vanilla Sandwich SB12	2 DZ	North Star		4,625	\$ 10,750	\$ 49,718,750
13	Ice Cream, Rainbow Polar Pole	2 DZ	Rich's Ice Cream	North Star	1,240	\$ 7,500	\$ 9,300,000
14	Ice Cream, Sour Swell Cherry SB12	2 DZ	Rich's Ice Cream		5	\$ 9,000	\$ 45,000
15	Ice Cream, Strawberry Shortcake SB12	2 DZ	Rich's Ice Cream		250	\$ 9,000	\$ 2,250,000
16	Juice Bar, All Flavors 100%	48 CT	Nutri-Freeze		900	\$ 16,500	\$ 14,850,000
17	Juice, Apple	6 OZ			20,360	\$ 0,200	\$ 4,072,000
18	Juice, Apple, Appleberry, Wildberry 100% Pasteurized	8 OZ			88,375	\$ 0,235	\$ 20,768,125
19	Juice, Apple, Appleberry, Wildberry 100% Pasteurized	4 OZ			730,000	\$ 0,140	\$ 102,200,000
20	Juice, Grape 100%	4 OZ			15,000	\$ 0,175	\$ 2,625,000
21	Juice, Orange 100% Pasteurized	8 OZ			20,800	\$ 0,260	\$ 5,408,000
22	Juice, Orange 100% Pasteurized	4 OZ			322,000	\$ 0,175	\$ 56,350,000
23	Juice, Wild Cherry	4 OZ			21,000	\$ 0,155	\$ 3,255,000
24	Milk, 1% Low Fat White, Grad A Homo	1/2 GAL			16,350	\$ 2,300	\$ 37,605,000
25	Milk, 1% Lowfat, White Grade A, Carton	8 OZ			838,000	\$ 0,210	\$ 176,190,000
26	Milk, 2% White	4oz			5	\$ 0,240	\$ 1,200
27	Milk, Fat Free, Choc, Grade A, Carton	8 OZ			3,000,000	\$ 0,220	\$ 660,000,000
28	Milk, Fat Free, Straw Carton	8 OZ			1,875	\$ 0,250	\$ 468,750
29	Milk, Fat Free, White Grad A Homo Carton	8 OZ			84,000	\$ 0,250	\$ 21,000,000
30	Milk, Lactose Free White	1/2 PT 20/CS	Lactaid		4,000	\$ 16,500	\$ 66,000,000
31	Milk, Soy, Plain	24 / 8 OZ			120	\$ 19,200	\$ 2,304,000
32	Shape Ups, Whole Fruit, All Flavors	100 / 2 OZ			40	\$ 24,000	\$ 960,000
33	Sour Cream	5 LB			150	\$ 7,500	\$ 1,125,000
34	Sour Cream LF	PT			1,120	\$ -	\$ -
35	Yogurt, LF All Flavors	8 OZ			69,400	\$ 0,780	\$ 54,132,000
36	Yogurt, All Flavors	4 OZ	Dannon		2,120	\$ 0,311	\$ 658,896
37	Yogurt, All Flavors NF	32 OZ			5,500	\$ 3,000	\$ 16,500,000
38	Yogurt, Vanilla Parfait Pro	6 / 64 OZ	Yoplait		275	\$ 34,500	\$ 9,487,500

Item #	Description	Unit/Pack	Brand & Product Size	COLUMN E Brand & Product Size if other than spec	COLUMN F Estimated Usage	Hollandia Dairy
	GRAND TOTAL BID				\$	281,951 \$ 1,397,341.221

Item #	Description	Unit/Pack	Brand & Product Size	COLUMN E Brand & Product Size if other than spec	COLUMN F Estimated Usage	HOLLANDIA DAIRY	
						COLUMN G Unit Pricing	COLUMN H Extended Price
1	Cheese, Sliced (American, Provolone, Jack, Cheddar)	5 LB	Chateaux		550	16.500	9,075.000
2	Cheese, Cheddar Shredded	LB	Cheswick/Pacific / 5#bag		15	2.450	36.750
3	Cheese, Cottage, lowfat	LB			160	1.600	256.000
4	Cheese, Cream	100 / 1 OZ	Bagel Shop		250	18.600	4,650.000
5	Cheese, Cream Cheese Lite	1 OZ 100 / CS	Smithfield		15	19.500	292.500
6	Cheese, Pepper Jack Sliced	LB			400	3.300	1,320.000
7	Cheese, String Part Skim	96 / 1 OZ			1,200	21.900	26,280.000
8	Ice Cream, Chocolate Shortcake Bar SB12	2 DZ	Rich's Ice Cream		500	9.000	4,500.000
9	Ice Cream, Cotton Candy SB12	2 DZ	Rich's Ice Cream		500	7.500	3,750.000
10	Ice Cream, LF Fudge Frenzy	2 DZ	Rich's Ice Cream		950	7.500	7,125.000
11	Ice Cream, LF Mini Cone	2 DZ	North Star		200	9.000	1,800.000
12	Ice Cream, LF Vanilla Sandwich SB12	2 DZ	North Star		1,200	9.000	10,800.000
13	Ice Cream, Rainbow Polar Pole	2 DZ	Rich's Ice Cream	North Star	750	8.000	6,000.000
14	Ice Cream, Sour Swell Cherry SB12	2 DZ	Rich's Ice Cream		1,100	7.500	8,250.000
15	Ice Cream, Strawberry Shortcake SB12	2 DZ	Rich's Ice Cream		1,000	8.000	8,000.000
16	Juice Bar, All Flavors 100%	48 CT	Nuir-Freeze		100	15.500	1,550.000
17	Juice, Apple	6 OZ			238,000	0.180	42,840.000
18	Juice, Apple, Appleberry, Wildberry 100% Pasteurized	8 OZ			250,000	0.220	55,000.000
19	Juice, Apple, Appleberry, Wildberry 100% Pasteurized	4 OZ			1,110,000	0.135	149,850.000
20	Juice, Grape 100%	4 OZ			75,000	0.173	12,937.500
21	Juice, Orange 100% Pasteurized	8 OZ			145,000	0.240	34,800.000
22	Juice, Orange 100% Pasteurized	4 OZ			320,000	0.150	48,000.000
23	Juice, Wild Cherry	4 OZ			184,000	0.145	26,680.000
24	Milk, 1% Low Fat White, Grad A Homo	1/2 GAL			22,000	1.950	42,900.000
25	Milk, 1% Lowfat, White Grade A, Carton	8 OZ			1,000,000	0.180	180,000.000
26	Milk, 2% White	4oz			5,000	0.200	1,000.000
27	Milk, Fat Free, Choc, Grade A, Carton	8 OZ			2,821,000	0.183	514,832.500
28	Milk, Fat Free, Straw Carton	8 OZ			17,000	0.235	3,995.000
29	Milk, Fat Free, White Grad A Homo Carton	8 OZ			1,128,000	0.185	208,680.000
30	Milk, Lactose Free White	1/2 PT 20/CS	Lactaid		20	18.500	370.000
31	Milk, Soy, Plain	24 / 8 OZ			200	19.400	3,880.000
32	Shape Ups, Whole Fruit, All Flavors	100 / 2 OZ			200	24.000	4,800.000
33	Sour Cream	5 LB			400	7.500	3,000.000

Item #	Description	Unit/Pack	Brand & Product Size	COLUMN E Brand & Product Size if other than spec	COLUMN F Estimated Usage	COLUMN G Unit Pricing	COLUMN H Extended Price	
34	Sour Cream LF	PT			25	0.000	0.000	
35	Yogurt, LF All Flavors	8 OZ			7,000	0.750	5,250.000	
36	Yogurt, All Flavors	4 OZ	Dannon/Trix		3,400	0.298	1,011.500	
37	Yogurt, All Flavors NF	32 OZ			2,400	3.350	8,040.000	
38	Yogurt, Vanilla Parfait Pro	6 / 64 OZ	Yoplait		135	34.500	4,657.500	
<b>GRAND TOTAL BID</b>							<b>277.323</b>	<b>1,446,209.250</b>

Item #	Description	Unit/Pack	Brand & Product Size	COLUMN E Brand & Product Size if other than spec	COLUMN F Estimated Usage	HOLLANDIA DAIRY	
						COLUMN G Rebid Pricing	COLUMN H Extended Price
1	Cheese, Sliced (American, Provolone, Jack, Cheddar)	5 LB	Chateaux		865	16.500	14,272.500
2	Cheese, Cheddar Shredded	LB	Cheswick/Pacific / 5#bag		11	2.450	26.950
3	Cheese, Cottage, lowfat	LB			1,100	1.600	1,760.000
4	Cheese, Cream	100 / 1 OZ	Bagel Shop		800	18.600	14,880.000
5	Cheese, Cream Cheese Lite	1 OZ 100 / CS	Smithfield		30	19.500	585.000
6	Cheese, Pepper Jack Sliced	LB			1,350	3.300	4,455.000
7	Cheese, String Part Skim	96 / 1 OZ			6,750	21.900	147,825.000
8	Ice Cream, Chocolate Shortcake Bar SB12	2 DZ	Rich's Ice Cream		5	9.000	45.000
9	Ice Cream, Cotton Candy SB12	2 DZ	Rich's Ice Cream		200	7.500	1,500.000
10	Ice Cream, LF Fudge Frenzy	2 DZ	Rich's Ice Cream		100	7.500	750.000
11	Ice Cream, LF Mini Cone	2 DZ	North Star		200	9.000	1,800.000
12	Ice Cream, LF Vanilla Sandwich SB12	2 DZ	North Star		100	9.000	900.000
13	Ice Cream, Rainbow Polar Pole	2 DZ	Rich's Ice Cream	North Star	100	8.500	850.000
14	Ice Cream, Sour Swell Cherry SB12	2 DZ	Rich's Ice Cream		200	8.000	1,600.000
15	Ice Cream, Strawberry Shortcake SB12	2 DZ	Rich's Ice Cream		200	9.000	1,800.000
16	Juice Bar, All Flavors 100%	48 CT	Nutri-Freeze		10	15.500	155.000
17	Juice, Apple	6 OZ			5	0.180	0.900
18	Juice, Apple, Appleberry, Wildberry 100% Pasteurized	8 OZ			160,000	0.230	36,800.000
19	Juice, Apple, Appleberry, Wildberry 100% Pasteurized	4 OZ			2,230,000	0.118	262,025.000
20	Juice, Grape 100%	4 OZ			622,500	0.173	107,381.250
21	Juice, Orange 100% Pasteurized	8 OZ			185,000	0.230	42,550.000
22	Juice, Orange 100% Pasteurized	4 OZ			1,612,000	0.150	241,800.000
23	Juice, Wild Cherry	4 OZ			204,000	0.145	29,580.000
24	Milk, 1% Low Fat White, Grad A Homo	1/2 GAL			7,500	1.950	14,625.000
25	Milk, 1% Lowfat, White Grade A, Carton	8 OZ			2,056,400	0.186	382,490.400
26	Milk, 2% White	4oz			5	0.200	1.000
27	Milk, Fat Free, Choc, Grade A, Carton	8 OZ			3,468,000	0.179	620,772.000
28	Milk, Fat Free, Straw Carton	8 OZ			12,000	0.230	2,760.000
29	Milk, Fat Free, White Grad A Homo Carton	8 OZ			1,810,000	0.173	312,225.000
30	Milk, Lactose Free White	1/2 PT 20/CS	Lactaid		150	16.500	2,475.000

Item #	Description	Unit/Pack	Brand & Product Size	COLUMN E Brand & Product Size if other than spec	COLUMN F Estimated Usage	COLUMN G Rebid Pricing	COLUMN H Extended Price
31	Milk, Soy, Plain	24 / 8 OZ			125	19.400	2,425.000
32	Shape Ups, Whole Fruit, All Flavors	100 / 2 OZ			2,400	24.000	57,600.000
33	Sour Cream	5 LB			290	7.500	2,175.000
34	Sour Cream LF	PT			1,600	0.000	0.000
35	Yogurt, LF All Flavors	8 OZ			16,600	0.750	12,450.000
36	Yogurt, All Flavors	4 OZ	Dannon/Trix		3,800	0.298	1,130.500
37	Yogurt, NF All Flavors	32 OZ	Morningstar		1,700	3.350	5,695.000
38	Yogurt, Vanilla Parfait Pro	6 / 64 OZ	Yoplait		1,000	34.500	34,500.000
<b>GRAND TOTAL BID</b>							<b>2,364,665.500</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:** Special Education  
Oscar Madera, Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ACES ACADEMY FOR 2018-2019 SCHOOL YEAR - REVISED

**BACKGROUND INFORMATION:**

California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. EC Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE. The rate shown above is approved and negotiated by San Diego County Office of Education.

Nonpublic School	Estimated Cost (\$)
ACES Academy (1 student)	\$83,693.36

On October 11, 2018, the Governing Board approved the 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. The background information incorrectly stated the Nonpublic School as Asetline. This Board item is to reflect the correct Nonpublic School as ACES Academy.

**RECOMMENDATION:**

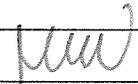
Approve the revised San Diego County Nonpublic School Master Contract with ACES Academy to provide nonpublic school placement to students with special needs per their IEP during school year 2018-2019 at an estimated cost up to \$83,693.36 from the Special Education fund.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal 1, Item 1.21:

Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$83,693.36

  
(Amount)

Special Education

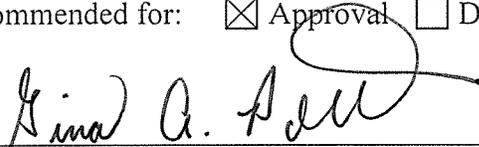
  
(Name of funding source and/or location)

0100-6500000-5770-1190-5800010-054

  
(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:** November 8, 2018

*Handwritten initials: GWP*

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

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

**INITIAL:**             
 Informational  
 Action

**AGENDA ITEM:** CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT - AMENDMENT NO. 1

**BACKGROUND INFORMATION**

The California State Department of Education has amended the Preschool & Child Development contract CSPP-8470 for fiscal year 2018-19. The Standard Reimbursement Rate (SRR) was amended by deleting reference to \$45.61 and inserting the Blended Rate of \$48.16 in place thereof. The Maximum Reimbursable Amount (MRA) was amended by deleting reference to \$1,280,090.00 and inserting \$1,344,273.00 in place thereof.

**RECOMMENDATION:**

Ratify 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.

**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

FUNDING SOURCE  
\$1,344,273.00  
(Amount)

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

12-00-6105-000-0001  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Handwritten signature of Gina A. Potter*  
 \_\_\_\_\_  
 Gina A. Potter, Ed.D., Superintendent  
 Secretary to the Board



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 18 - 19**

**Amendment 01**

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act

DATE: July 01, 2018

CONTRACT NUMBER: CSPP-8470

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6837-00-8

CONTRACTOR'S NAME: SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2018 designated as number CSPP-8470 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,280,090.00 and inserting \$1,344,273.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$45.61 and inserting \$48.16 in place thereof.

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 28,066.0 and inserting 27,915.0 in place thereof.

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

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Gina A. Potter, Superintendent			
TITLE Contract Manager		ADDRESS 4350 Otay Mesa Road, San Ysidro, CA 92173			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 64,183  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,280,090  TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,344,273	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	(OPTIONAL USE) 0656 23038-6837				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

Department of General Services  
use only

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:** Business Services  
Marilyn Adrianzen, Chief Business Official

**INITIAL:** new  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH CONAN CONSTRUCTION INC. - CHANGE ORDER NO. 1

**BACKGROUND INFORMATION:**

In an effort to have the portable classrooms ready by the beginning of the 2018-19 school year, the Board authorized staff to proceed with the bidding process for general construction contractor services including signing the construction contract and issuing a Notice to Proceed. The project budget is approximately \$2,249,697.00. Based on current progress, the Project remains within budget inclusive of the proposed contract change proposed herewith.

On June 14, 2018, the Governing Board approved the Agreement and Bid Award No. 17/18-339 of the 2-Site Portable Addition for Ocean View Hills (OVH) and Vista Del Mar (VDM) Project to Conan Construction Inc. in the amount of \$967,000.00, inclusive of a \$50,000.00 allowance for unforeseen conditions and owner requested changes. During the progress of construction, additional items were needed to provide a compliant and complete project. The first \$50,000.00 worth of changes are covered by the allowance. The remaining balance of \$27,700.20 is the Change Order needed to complete the work by Conan Construction Inc.. Recap is as follows:

Change Order Request No.	Site	Description (see details on attached)	Amount
1R3	OVH	Make ADA parking compliant, Modify Storm Drains to avoid flow over plaza, Conduit reroute to avoid under-building conduit	\$12,394.13
2R3	OVH	Sidewalk/ADA, Irrigation, add Concrete to new Plaza, add Gravel, Paint exposed utility conduit, add Fence	\$58,857.57
3R1	VDM	Re-route downspouts underground to storm drain	\$6,448.50
		Gross changes/Use of Contingency:	\$77,700.20
		Credit for use of contingency already in contract	<\$50,000.00>
		Net Change Order	\$27,700.20
		New Contract Amount:	\$994,700.20

**RECOMMENDATION:**

Ratify 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.

**LCAP GOAL AND ACTION/SERVICE:**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: new

Financial Implications?  
 Yes     No

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

Requisition #

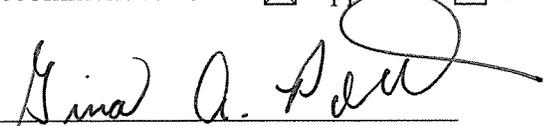
(Amount)

(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



531 Encinitas Blvd, Suite 202  
 Encinitas, CA 92024  
 760.512.1188

Change Order Number: 1  
 Change Order Date: 10/23/2018  
 Project Number: 18-111  
 Date of Contract: 5/16/2018

**CHANGE ORDER**

**Project:** San Ysidro School District  
 2018 2 Site Portable Addition - OVH & VDM  
 Project 17-18 339

**Subcontractor:** HSCC, Inc.  
 Robinson Electric  
 San Diego Asphalt  
 Master Halco  
 Pathway  
 UUI  
 Walters

The Contract is changed as follows:

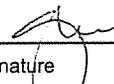
Change Order Request 1R3	\$12,394.13
Change Order Request 2R3	\$58,857.57
Change Order Request 3R1	\$6,448.50

The original Contract Sum was	<b>\$917,000.00</b>
The Contingency Allowance	<b>\$50,000.00</b>
The Contract Sum will be increased by this Change Order in the amount of	<b>\$27,700.20</b>
The new Contract Sum including this Change Order will be	<b>\$994,700.20</b>
The Contract Time will be increased/decreased by	<b>0 days</b>

**Not valid until signed by all parties below.**

**CONAN CONSTRUCTION, INC.**

531 Encinitas Blvd, Suite 202  
 Address  
Encinitas, CA 92024  
 City, State, Zip  
10/23/2018  
 Date

  
 Signature  
Shannon Maurer  
 Print Name

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, Zip  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name



531 Encinitas Blvd, Suite 202  
 Encinitas, CA 92024  
 760.512.1188

Change Order Number: 1R3  
 Change Order Date: 10/23/2018  
 Project Number: 18-111  
 Date of Contract: 5/16/2018

**CHANGE ORDER REQUEST**

**Project:** Ocean View Hills

**Subcontractor:** HSCC Inc.  
 Robinson Electric  
 San Diego Asphalt

**The Contract is changed as follows:**

HSCC: Delete 6 EA Atrium Drains under Proposed Structure, and connect 6 EA-12" Square Concrete Drop Inlets under existing downspouts to Finish grade, and tie into existing Storm Drain	\$5,719.38
Robinson Electric: RFI 1 - Relocate conduit for building R49	\$4,286.25
San Diego Asphalt: Additional asphalt needed, due to the change to make ADA parking compliant	\$1,800.00
HSCC Math Error	-\$1.70
Prime Contractor Profit 5%	<b>\$590.20</b>
The Contract Sum will be increased by this Change Order in the amount of	<b>\$12,394.13</b>
The Contract Time will be increased/decreased by	<b>0</b> days

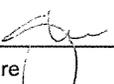
*Not valid until signed by all parties below.*

**CONAN CONSTRUCTION, INC.**

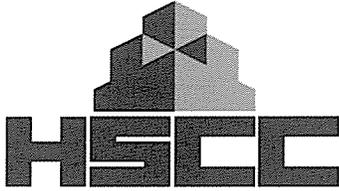
**SAN YSIDRO SCHOOL DISTRICT**

531 Encinitas Blvd, Suite 202  
 Address  
Encinitas, CA 92024  
 City, State, Zip  
10/19/2018  
 Date

\_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, Zip  
 \_\_\_\_\_  
 Date

  
 Signature  
Shannon Maurer  
 Print Name

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name



**PROPOSAL / ESTIMATE FOR CONTRACT MODIFICATION**

**COR # 01 R5**

**Contract No. 18002-00**

**Rev Date: 10/15/18**

**CONTRACT TITLE: Ocean View Hills - SYSD**

**Original Date: 08/02/18**

**PROJECT ADDRESS: Del Sol Blvd, San Diego CA 92154**

**WORK DESCRIPTION: At Ocean View Hills, Delete 4 EA, and VDM Delete 2 Atrium Drains under Proposed Structure, and connect 6 EA - 12" Square Concrete Drop Inlets under existing downspouts to Finish grade, and tie into existing Storm Drain at Ocean View Hills.**

1. Direct Materials			\$	2,280.48	
2. Sales Tax on Materials	8.50 % of line 1	<b>8.50%</b>	\$	193.84	
3. Direct Labor			\$	1,821.04	
4. Insurance, W/Comp, Taxes, and Fringe Benefits	36 % of line 3	<b>36%</b>	\$	656.48	
5. Rental Equipment			\$	-	
6. Sales Tax on Rental Equipment	8 % of line 5	<b>8.00%</b>	\$	-	
7. Owned Equipment			\$	-	
8. SUBTOTAL (add lines 1-7)					\$ 4,951.85
9. General Contractor Overhead	5 % of line 8	<b>5%</b>	\$	247.59	
10. SUBTOTAL (add lines 8 & 9)					\$ 5,199.44
11. General Contractor Profit	10 % of line 10	<b>10%</b>	\$	519.94	
12. SUBTOTAL (Add Lines 10 & 11)					\$ 5,719.38

Prime Remarks:

**SUB-CONTRACTOR'S WORK**

13. Direct Materials			\$	-	
14. Sales Tax on Materials	8.50 % of line 13	<b>8.50%</b>	\$	-	
15. Direct Labor			\$	-	
16. Insurance, W/Comp, Taxes, & Fringe Benefits	36 % of line 15	<b>36%</b>	\$	-	
17. Rental Equipment			\$	-	
18. Sales Tax on Rental Equipment	8.50 % of line 17	<b>8.50%</b>			
19. Equipment Ownership and Operating Expenses			\$	-	
20. SUBTOTAL (Add Lines 13-18)					\$ -
21. Overhead and Profit	15 % of line 21	<b>15%</b>			
22. SUBTOTAL (Add Lines 20 & 21)					\$ -

Sub-contractor's Remarks:

**SUMMARY**

23. Prime Contractor's Work (from line 12)			\$	5,719.38	
24. Sub-contractor's Work (from line 22)			\$	-	
25. SUBTOTAL (add lines 23 & 24)					\$ 5,719.38
26. Prime Overhead on Sub-contractor	5 % of line 24	<b>5%</b>	\$	-	
27. SUBTOTAL (add lines 25 & 26)					\$ 5,719.38
28. Prime Contractor's Bond Premium	2.50 % of line 27	<b>2.50%</b>	\$	142.98	
29. TOTAL COST (Add Lines 30 & 31)					\$ 5,862.37

Estimated time extension and justification: **DAYS**

\_\_\_\_\_  
**HSCC, Inc** 10/15/2018  
Date

Accepted by: \_\_\_\_\_  
Date  
**Signature** **Conan Construction, Inc.**

ITEMS OF WORK FOR	QTY	UNIT	MATERIALS		LABOR		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	R	O	Rate
Prime Contractor									
Credit 6 Each NDS Atrium Drain Kits		HRS	-\$349.68	-\$349.68	105.06	\$	0.00	\$	-
Procure (Submit, Fabricate, Deliver) 6 Each 12" Concrete Drop Inlets (Non Traffic Rated Grates)	6.00	EA	\$438.36	\$ 2,630.16	420.24	\$	420.24	\$	-
Set and Plumb 6 EA-12" Conc Drop Inlets (F450, Mini Ex or Bobcat Labor GG2 X2, Operator X 1 )	8.00	HRS	\$0.00	\$	175.10	\$	1,400.80	\$	-
DIRECT Prime Contractor's MATERIALS TOTALS			\$	2,280.48	DIRECT Prime Contractor's TOTALS		\$	1,821.04	

ITEMS OF WORK FOR	QTY	UNIT	MATERIALS		LABOR COST		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	R	O	Rate
Sub-contractor									
DIRECT Sub-contractor's TOTALS			\$	-	\$	-	\$	-	\$
Subtotal			\$	-	\$	-	\$	-	\$
R Total (Rental)									
O Total (Owned)									

Operator GP 4	\$ 70.04
Carpenter	\$ 59.74
Labor GP 2	\$ 52.53
Cement Mason	\$ 54.10
Steel	\$ 63.85
Bricklayer	\$ 54.25
Brick Tender	\$ 49.19
Ten Wheeler Dump Truck	\$55.69
Case Super M 580 Backhoe	\$34.41
Bobcat 570	\$21.70
Bobcat S176	\$33.21
Ford F-450 Crew Truck	\$28.17
Cat Mini Excavator 308	\$54.03
Concrete Saw 20HP	\$15.09
Concrete Mixer	\$12.63
10K Skytrack	\$54.17
THOMSEN 14 pump w/36 m boom	\$162.93



SYSD Ocean View : Ocean View relocate feeder to R49

Job Number: CO717-1

Bid Summary: Default

Extension By Section

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
— NEW —						
1192	2" PVC Conduit	50	324.00 C	162.00	8.00 C	4.00
1591	2" Locknut	2	213.03 C	4.26	0.00 E	0.00
2065	2" PVC Male Adaptor	2	203.44 C	4.07	0.00 E	0.00
2119	2" PVC Coupling	7	145.42 C	10.18	0.00 E	0.00
2131	2" PVC Elbow	2	595.56 C	11.91	0.50 E	1.00
2360	2" Conduit Hanger w/Bolt	6	174.53 C	10.91	27.50 C	1.72
2793	#6 THHN CU Stranded Wire	100	1,001.88 M	100.19	9.00 M	0.90
2797	#1 THHN CU Stranded Wire	300	3,307.94 M	992.38	18.00 M	5.40
7062	12"Wx30"D Hand Dug Trench-Rocky Soil	50	0.00 E	0.00	61.25 C	30.63
10001	Concrete short load charge	0	125.00 E	0.00	0.00 E	0.00
— NEW Total —				1,295.90		43.65
— CREDIT —						
1192	2" PVC Conduit	-10	324.00 C	-32.40	8.00 C	-0.80
1390	2" PVC Coated Rigid Elbow	-1	5,750.71 C	-57.51	1.40 E	-1.40
1591	2" Locknut	-2	213.03 C	-4.26	0.00 E	0.00
2065	2" PVC Male Adaptor	-2	203.44 C	-4.07	0.00 E	0.00
2119	2" PVC Coupling	-1	145.42 C	-1.45	0.00 E	0.00
7062	12"Wx30"D Hand Dug Trench-Rocky Soil	-10	0.00 E	0.00	61.25 C	-6.12
— CREDIT Total —				-99.69		-8.32
Job Total				1,196.21		35.33

\* Trade Price, Labor column 3

# San Diego Asphalt and

EPA ID # CAL000355562

12512 Highway 67

Lakeside, CA 92040 CL 642346, 1007085

(619) 390-7323 (619) 390-7328 FAX

# Change Order

Date	Change Order #
8/13/2018	2018-60802

Name / Address
Conan Construction 1440 Coolidge National City, CA 91950

Job Location
Otay Elementary School Del Sol San Ysidro

P.O. No.	Rep	Thomas Guide	Project
60802	MDJ	Previous	ADA Change Order (Grinding)

Description	Qty	Cost	Total
Additional asphalt needed, due to the change to make ADA parking area compliant			
Material		\$1,261.00	\$1,261.00
Labor: 4 Men x 2 Hours 8 Hours x \$67.37		\$538.96	\$538.96

Seal will not adhere to gas or oil.

Power steering turns from stationary vehicles will tear the seal & new asphalt

One(1) year warranty on Asphalt & Seal

This estimate is valid for only 30 days

Work requiring "Plant Operation" is to be performed Monday thru Friday excluding Holidays

Our bid is based on Payment on Completion. For Payments that take longer, there are additional charges of 10% every 15 days, unless otherwise stipulated.

<b>Total</b>	\$1,800.00
--------------	------------

Signature

**14B.8**

**Page 9 of 32**



531 Encinitas Blvd, Suite 202  
 Encinitas, CA 92024  
 760.512.1188

Change Order Number: 2 R3  
 Change Order Date: 10/23/2018  
 Project Number: 18-111  
 Date of Contract: 5/16/2018

**CHANGE ORDER REQUEST**

**Project:** Ocean View Hills

**Subcontractor:** HSCC

Master Halco  
 Pathway  
 San Diego Asphalt  
 UUI  
 Walters

**The Contract is changed as follows:**

**OVH**

HSCC - Remove and Replace sidewalk as per ASI-03	\$21,323.49
HSCC - Add Additional Sidewalk as per ASI03 and Additional Curb as directed in the field	\$11,022.42
HSCC - Provide Irrigation Sleeve and Irrigation Valve Box	\$3,984.08
Pathway - Hang Customer provided with boards (no cabling)	\$836.00
Pathway - Install USB Extensions to Customer SMART Boards	\$2,219.14
San Diego Asphalt - Purchase, deliver and install 17 tons of 3/4" Gravel	\$1,700.00
UUI - Additional Potholing	\$11,659.89
Walters - Paint New Flashing	\$1,595.00
Master Halco - Fencing Material	\$983.30
Master Halco - Fencing Labor 32 hours x \$66.12	\$2,115.84
Conan Flashing - Material	\$351.20
Conan Flashing - Labor 16 hours x \$67.23	\$1,075.68

Prime Contractor Profit 5%	<b>\$2,943.30</b>
The Contract Sum will be increased by this Change Order in the amount of	<b>\$58,866.04</b>
The Contract Time will be increased/decreased by	<b>0 days</b>

*Not valid until signed by all parties below.*

**CONAN CONSTRUCTION, INC.**

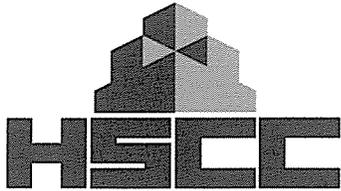
531 Encinitas Blvd, Suite 202  
 Address  
Encinitas, CA 92024  
 City, State, Zip  
10/18/2018  
 Date

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, Zip  
 \_\_\_\_\_  
 Date

  
\_\_\_\_\_  
Signature  
*Shannon Maurer*  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name



**PROPOSAL / ESTIMATE FOR CONTRACT MODIFICATION**

**COR # 02 R3**

**Contract No. 18002-00**

**Rev Date: 10/15/18**

**CONTRACT TITLE: Ocean View Hills - SYSD**

**Original Date: 09/18/18**

**PROJECT ADDRESS: Del Sol Blvd, San Diego CA 92154**

**WORK DESCRIPTION: At Ocean View Hills, Remove and Replace Sidewalk (No Reinforcement) as per ASI-0310**

1. Direct Materials			\$	4,709.47	
2. Sales Tax on Materials	8.50 % of line 1	<b>8.50%</b>	\$	400.30	
3. Direct Labor			\$	7,737.14	
4. Insurance, W/Comp, Taxes, and Fringe Benefits	36 % of line 3	<b>36%</b>	\$	2,789.24	
5. Rental Equipment			\$	-	
6. Sales Tax on Rental Equipment	8 % of line 5	<b>8.00%</b>	\$	-	
7. Owned Equipment			\$	2,825.74	
8. SUBTOTAL (add lines 1-7)			\$	18,461.89	
9. General Contractor Overhead	5 % of line 8	<b>5%</b>	\$	923.09	
10. SUBTOTAL (add lines 8 & 9)			\$	19,384.99	
11. General Contractor Profit	10 % of line 10	<b>10%</b>	\$	1,938.50	
12. SUBTOTAL (Add Lines 10 & 11)			\$	21,323.49	

Prime Remarks:

**SUB-CONTRACTOR'S WORK**

13. Direct Materials			\$	-	
14. Sales Tax on Materials	8.50 % of line 13	<b>8.50%</b>	\$	-	
15. Direct Labor			\$	-	
16. Insurance, W/Comp, Taxes, & Fringe Benefits	36 % of line 15	<b>36%</b>	\$	-	
17. Rental Equipment			\$	-	
18. Sales Tax on Rental Equipment	8.50 % of line 17	<b>8.50%</b>			
19. Equipment Ownership and Operating Expenses			\$	-	
20. SUBTOTAL (Add Lines 13-18)			\$	-	
21. Overhead and Profit	15 % of line 21	<b>15%</b>			
22. SUBTOTAL (Add Lines 20 & 21)			\$	-	

Sub-contractor's Remarks:

**SUMMARY**

23. Prime Contractor's Work (from line 12)			\$	21,323.49	
24. Sub-contractor's Work (from line 22)			\$	-	
25. SUBTOTAL (add lines 23 & 24)			\$	21,323.49	
26. Prime Overhead on Sub-contractor	5 % of line 24	<b>5%</b>	\$	-	
27. SUBTOTAL (add lines 25 & 26)			\$	21,323.49	
28. Prime Contractor's Bond Premium	2.50 % of line 27	<b>0.00%</b>	\$	-	
29. <b>TOTAL COST (Add Lines 30 &amp; 31)</b>			\$	21,323.49	

Estimated time extension and justification: **DAYS**

**HSCC, Inc**

**10/15/2018**  
Date

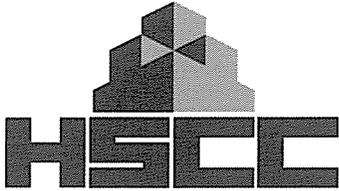
Accepted by: \_\_\_\_\_  
Signature

Conan Construction, Inc.

Date



Operator GP 4	\$ 70.04
Carpenter	\$ 59.74
Labor GP 2	\$ 52.53
Cement Mason	\$ 54.10
Steel	\$ 63.85
Bricklayer	\$ 54.25
Brick Tender	\$ 49.19
Ten Wheeler Dump Truck	\$55.69
Case Super M 580 Backhoe	\$34.41
Bobcat 570	\$21.70
Bobcat S176	\$33.21
Ford F-450 Crew Truck	\$28.17
Cat Mini Excavator 308	\$54.03
Concrete Saw 20HP	\$15.09
Concrete Mixer	\$12.63
10K Skytrack	\$54.17
THOMSEN 14 pump w/36 m boom	\$162.93



**PROPOSAL / ESTIMATE FOR CONTRACT MODIFICATION**

**COR # 03**

**Contract No. 18002-00**

**Rev Date: 10/15/18**

**CONTRACT TITLE: Ocean View Hills - SYSD**

**Original Date: 09/18/18**

**PROJECT ADDRESS: Del Sol Blvd, San Diego CA 92154**

**WORK DESCRIPTION: At Ocean View Hills, Add Additional Sidewalk as per ASI-0310, and Additional Curb as directed in the Field**

1. Direct Materials			\$	1,406.66	
2. Sales Tax on Materials	8.50 % of line 1	<b>8.50%</b>	\$	119.57	
3. Direct Labor			\$	5,375.04	
4. Insurance, W/Comp, Taxes, and Fringe Benefits	36 % of line 3	<b>36%</b>	\$	1,937.70	
5. Rental Equipment			\$	-	
6. Sales Tax on Rental Equipment	8 % of line 5	<b>8.00%</b>	\$	-	
7. Owned Equipment			\$	704.25	
8. SUBTOTAL (add lines 1-7)			\$	9,543.22	
9. General Contractor Overhead	5 % of line 8	<b>5%</b>	\$	477.16	
10. SUBTOTAL (add lines 8 & 9)			\$	10,020.38	
11. General Contractor Profit	10 % of line 10	<b>10%</b>	\$	1,002.04	
12. SUBTOTAL (Add Lines 10 & 11)			\$	11,022.42	

Prime Remarks:

**SUB-CONTRACTOR'S WORK**

13. Direct Materials			\$	-	
14. Sales Tax on Materials	8.50 % of line 13	<b>8.50%</b>	\$	-	
15. Direct Labor			\$	-	
16. Insurance, W/Comp, Taxes, & Fringe Benefits	36 % of line 15	<b>36%</b>	\$	-	
17. Rental Equipment			\$	-	
18. Sales Tax on Rental Equipment	8.50 % of line 17	<b>8.50%</b>			
19. Equipment Ownership and Operating Expenses			\$	-	
20. SUBTOTAL (Add Lines 13-18)			\$	-	
21. Overhead and Profit	15 % of line 21	<b>15%</b>			
22. SUBTOTAL (Add Lines 20 & 21)			\$	-	

Sub-contractor's Remarks:

**SUMMARY**

23. Prime Contractor's Work (from line 12)			\$	11,022.42	
24. Sub-contractor's Work (from line 22)			\$	-	
25. SUBTOTAL (add lines 23 & 24)			\$	11,022.42	
26. Prime Overhead on Sub-contractor	5 % of line 24	<b>5%</b>	\$	-	
27. SUBTOTAL (add lines 25 & 26)			\$	11,022.42	
28. Prime Contractor's Bond Premium	2.50 % of line 27		\$	-	
29. <b>TOTAL COST (Add Lines 30 &amp; 31)</b>			\$	11,022.42	

Estimated time extension and justification: **DAYS**

HSCC, Inc

10/15/2018

Date

Accepted by:

Signature

Conan Construction, Inc.

Date

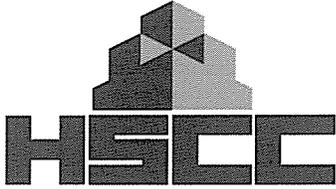
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Page 15 of 32

Page 1 of 2



Operator GP 4	\$ 70.04
Carpenter	\$ 59.74
Labor GP 2	\$ 52.53
Cement Mason	\$ 54.10
Steel	\$ 63.85
Bricklayer	\$ 54.25
Brick Tender	\$ 49.19
Ten Wheeler Dump Truck	\$55.69
Case Super M 580 Backhoe	\$34.41
Bobcat 570	\$21.70
Bobcat S176	\$33.21
Ford F-450 Crew Truck	\$28.17
Cat Mini Excavator 308	\$54.03
Concrete Saw 20HP	\$15.09
Concrete Mixer	\$12.63
10K Skytrack	\$54.17
THOMSEN 14 pump w/36 m boom	\$162.93



**PROPOSAL / ESTIMATE FOR CONTRACT MODIFICATION**

**COR # 04**

**Contract No. 18002-00**

**Rev Date: 10/15/18**

**CONTRACT TITLE: Ocean View Hills - SYSD**

**Original Date: 09/10/18**

**PROJECT ADDRESS: Del Sol Blvd, San Diego CA 92154**

**WORK DESCRIPTION: At Ocean View Hills, provide; Irrigation Sleeve and Irrigation Valve Box**

1. Direct Materials			\$ 580.50	
2. Sales Tax on Materials	8.50 % of line 1	<b>8.50%</b>	\$ 49.34	
3. Direct Labor			\$ 1,549.64	
4. Insurance, W/Comp, Taxes, and Fringe Benefits	36 % of line 3	<b>36%</b>	\$ 558.64	
5. Rental Equipment			\$ -	
6. Sales Tax on Rental Equipment	8 % of line 5	<b>8.00%</b>	\$ -	
7. Owned Equipment			\$ 711.30	
8. SUBTOTAL (add lines 1-7)				\$ 3,449.42
9. General Contractor Overhead	5 % of line 8	<b>5%</b>	\$ 172.47	
10. SUBTOTAL (add lines 8 & 9)				\$ 3,621.89
11. General Contractor Profit	10 % of line 10	<b>10%</b>	\$ 362.19	
12. SUBTOTAL (Add Lines 10 & 11)				\$ 3,984.08

Prime Remarks:

**SUB-CONTRACTOR'S WORK**

13. Direct Materials			\$ -	
14. Sales Tax on Materials	8.50 % of line 13	<b>8.50%</b>	\$ -	
15. Direct Labor			\$ -	
16. Insurance, W/Comp, Taxes, & Fringe Benefits	36 % of line 15	<b>36%</b>	\$ -	
17. Rental Equipment			\$ -	
18. Sales Tax on Rental Equipment	8.50 % of line 17	<b>8.50%</b>	\$ -	
19. Equipment Ownership and Operating Expenses			\$ -	
20. SUBTOTAL (Add Lines 13-18)				\$ -
21. Overhead and Profit	15 % of line 21	<b>15%</b>		
22. SUBTOTAL (Add Lines 20 & 21)				\$ -

Sub-contractor's Remarks:

**SUMMARY**

23. Prime Contractor's Work (from line 12)			\$ 3,984.08	
24. Sub-contractor's Work (from line 22)			\$ -	
25. SUBTOTAL (add lines 23 & 24)				\$ 3,984.08
26. Prime Overhead on Sub-contractor	5 % of line 24	<b>5%</b>	\$ -	
27. SUBTOTAL (add lines 25 & 26)				\$ 3,984.08
28. Prime Contractor's Bond Premium	2.50 % of line 27		\$ -	
29. <b>TOTAL COST (Add Lines 30 &amp; 31)</b>				\$ 3,984.08

Estimated time extension and justification: **DAYS**

HSCC, Inc

**09/10/18**  
Date

Accepted by: \_\_\_\_\_  
Signature

Conan Construction, Inc.

\_\_\_\_\_ Date



Operator GP 4	\$ 70.04
Carpenter	\$ 59.74
Labor GP 2	\$ 52.53
Cement Mason	\$ 54.10
Steel	\$ 63.85
Bricklayer	\$ 54.25
Brick Tender	\$ 49.19
Ten Wheeler Dump Truck	\$55.69
Case Super M 580 Backhoe	\$34.41
Bobcat 570	\$21.70
Bobcat S176	\$33.21
Ford F-450 Crew Truck	\$28.17
Cat Mini Excavator 308	\$54.03
Concrete Saw 20HP	\$15.09
Concrete Mixer	\$12.63
10K Skytrack	\$54.17
THOMSEN 14 pump w/36 m boom	\$162.93



# Proposal

**10122018-002PJR**

To: TC Johnson  
 From: Paul J Robinson  
 Date: 10/12/2018  
 Project: Ocean View Time and Materials change order to install USB extension cables  
 Description: Install USB extensions to Cust SMART Boards  
 Quote #: 10122018-001PJR  
 Delivery: ASAP  
 Includes: NA

Paul J Robinson  
 12740 Danielson Ct., Suite E  
 Poway CA 92064  
 pauljr@pocomm.com  
 Mobile (858) 805-5108  
 California Office (858) 324-1036 Fax (858) 430-9459  
 Nevada Office (702) 568-6517 Fax (702) 446-0325  
 Texas Office (972) 436-6161 Fax (972) 436-0421  
 Pathway Communications LTD CA Lic C7 #868539 Exp: 12/31/17  
 CA DIR Reg #1000001958  
 EPSON, EXTRON, ORTRONICS, LEVITON CERTIFIED

Time and Materials Change Order				
200	Cat 6	Cat6 cable	\$ 0.80	\$ 160.00
8	RJ45 Cat 6	Cat6 female jacks	\$ 12.00	\$ 96.00
8	Cat 6 10'	10' Cat6 patch cables	\$ 18.00	\$ 144.00
4	6' USB A-B	6' USB-A to USB-B cables	\$ 22.00	\$ 88.00
4	Usb Ext Cat6	USB RJ45 extension adapter (item code: USB-RJXT)	\$ 125.00	\$ 500.00
4	SB Cut in	single gang mud rings	\$ 15.00	\$ 60.00
4	SG Wallplate	1 port single gang data plates.	\$ 18.00	\$ 72.00
Labor				
8	pathway	1 men 8 hours to install USB extensions in 4 rooms	\$ 95.00	\$ 760.00
		Materials		\$ 1,120.00
		labor Sub-Total		\$ 760.00
		Freight (additional for whiteboards)		\$ 45.00
		tax		\$ 92.40
		Total Time and Materials Change Order		\$ 2,017.40
		Subcontractor OH&P		\$ 201.74
		TOTAL:		\$ 2,219.14



# Proposal

10052018-001PJR

**Paul J Robinson**  
 12740 Danielson Ct., Suite E  
 Poway CA 92064  
 pauljr@pcornus.com  
 Mobile (858) 805-5108  
 California Office (858) 324-1036 Fax (858) 430-9459  
 Nevada Office (702) 568-6517 Fax (702) 446-0325  
 Texas Office (972) 436-6161 Fax (972) 436-0421  
 Pathway Communications LTD CA Lic C7 #868539 Exp: 12/31/17  
 CA DIR Reg #1000001958

**TC Johnson**  
**To:** Paul J Robinson  
**From:** Paul J Robinson  
**Date:** 10/5/2018  
**Project:** Ocean View Time and Materials change order to hang the interactive boards  
**Description:** Hang Customer provided white boards (no cabling)  
**Quote #:** 10052018-001PJR  
**Delivery:** ASAP  
**Includes:** NA

EPSON, EXTRON, ORTRONICS, LEVITON CERTIFIED

Time and Materials Change Order			
8	pathway	\$ 95.00	760.00
2 men 4 hours to hang customer provided Smart Boards		\$	760.00
labor Sub-Total			
Freight (additional for whiteboards)			
tax			
Materials		\$	760.00
Total Time and Materials Change Order		\$	760.00
Subcontractor OH&P		\$	76.00
<b>TOTAL:</b>		<b>\$</b>	<b>836.00</b>

# San Diego Asphalt and

EPA ID # CAL000355562

12512 Highway 67

Lakeside, CA 92040 CL 642346, 1007085

(619) 390-7323 (619) 390-7328 FAX

# Change Order

Date	Change Order #
9/14/2018	2018-60975

Name / Address
Conan Construction 1440 Coolidge National City, CA 91950

Job Location
Otay Del Sol Blvd San Ysidro

P.O. No.	Rep	Thomas Guide	Project
60975	MDJ	Previous	Gravel

Description	Qty	Cost	Total
<p>Please note that our bid is based on measurements supplied to us, or take offs that have been done off of plans or from a site visit. Should your company have a contract package for our services, our proposal must be used as an exhibit for the services to be performed. Any work not listed on our proposal, is either a change order or a new contract must be drawn to reflect the additional scopes. Should the work be performed due to time logistics it is agreed that authorization has been given either in the field or at your corporate head quarters, and will be billed fairly and proportional to our pricing structure. Any changes made to the schedule must be made within 72 weekday hours. Any changes made with less than 3 business days will be assessed a \$500.00 administrative fee. Hot asphalt has been known to germinate grass seed. This is something beyond our control. Should you see grass shoots coming through use Round up or similar weed killer. This will not hurt the asphalt. Should any additional charges be incurred for Additional Insured requests, increased liability limits, or Waiver of Subrogation requests, these expenses will be passed on to the requestor as a change order. Exact sample of verbage must be supplied before request to our Insurance Agent will be authorized. We carry the amounts required by the CSLB. Any insurance with higher limits, could incur extra expenses that will be passed on to requestor. Asphalt and Concrete work are guaranteed for a period of (1) year. Please read all limitations or exclusions in other waivers listed. Seal coat is also guaranteed but understand it is a wearing course. Seal should be done between 2 and 4 years for best maintenance based on amount of traffic.</p>			0.00

Seal will not adhere to gas or oil.  
 Power steering turns from stationary vehicles will tear the seal & new asphalt  
 One(1) year warranty on Asphalt & Seal  
 This estimate is valid for only 30 days  
 Work requiring "Plant Operation" is to be performed Monday thru Friday excluding  
 Holidays  
 Our bid is based on Payment on Completion. For Payments that take longer, there are  
 additional charges of 10% every 15 days, unless otherwise stipulated.

<b>Total</b>	\$1,700.00
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Signature

14B.8

Page 23 of 32



9102 Harness Street, Suite B, Spring Valley, CA 91977 Phone: 619-461-9500 Fax: 619-461-9595 uuisd.com

August 31, 2018

Conan Construction  
 531 Encinitas Blvd #202  
 Encinitas, CA 920024  
 Attn.: TC Johnson  
 Phone: (619) 765-8780  
 Email: [tjohnson@conanconstruction.com](mailto:tjohnson@conanconstruction.com)

Change Order Request #PROP  
 San Ysidro Schools  
 UUI Job #851

Re: **San Ysidro Schools/Ocean View Hills Elementary**

Item No.	Description	Quantity	Unit Price	Total Amount
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ADD/DEDUCT

1.	Extra Labor for Potholing - Exixtng Line Not Found at Location Shown on Drawings. Had to Perform Exploratory Potholing to find Line then Follow Line to Determine Location for New Connection.	1 LS	\$1,130.56	\$1,130.56
2.	Extra Labor & Equipment - Excavation for Additional Thrust Blocks, Piping,Fittings	1 LS	\$1,415.44	\$1,415.44
3.	Extra Labor & Equipment - Backfill for Additional Thrust Blocks, Piping,Fittings	1 LS	\$1,061.58	\$1,061.58
4.	Extra Labor & Equipment - Compaction for Additional Thrust Blocks, Piping,Fittings	1 LS	\$1,061.58	\$1,061.58
5.	Extra Labor - Assemble and Place Piping and Fittings.	1 LS	\$423.96	\$423.96
6.	Extra Materials Required Due to Alignment of PIV/FDC			
	10" x 4" Stainless Steel Saddle	1 EA	\$746.93	\$746.93
	4" Flange x Flange Tap Valve	1 EA	\$556.22	\$556.22
	4" Flange X MJ Adaptor	1 EA	\$38.19	\$38.19
	4" Nuts, Bolts and Gasket	1 EA	\$10.83	\$10.83
	4" MJ Kit	1 EA	\$18.94	\$18.94
	4" PVC C900 Pipe	8 LF	\$5.41	\$43.30
	4" MJ X Flange 45° Bend	1 EA	\$67.12	\$67.12

4" Flange X Flange W/11.25° Bend	1 EA	\$95.26	\$95.26
Additional Bedding Materials	4 TNS	\$40.00	\$160.00
Additional Thrust Blocks (Concrete and Install)	3 EA	\$200.00	\$600.00
7. Credit Back Original Material - 6 X 4 Tap Saddle (No Longer Required)	-1 EA	\$380.00	-\$380.00
8. FDC Installation (Optional Bid on Orig. Quote)	1 LS	\$4,100.00	\$4,100.00
9. Deduct for Substituted Check Valve Box Savings	1 LS	-\$550.00	-\$550.00
	<b>Total:</b>		<b><u>\$10,599.90</u></b>
	<b>OH&amp;P:</b>		<b>\$1,059.99</b>
	<b>TOTAL:</b>		<b>\$11,659.89</b>

SUBMITTED BY:  
Underground Utilities, Inc.

Michael Harness,  
President

RECEIVED & APPROVED BY:

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Walters Painting Inc

Po Box 2119, Lakeside Ca 92040  
619-443-1051 Fax619-390-6746 [kwalte6@aol.com](mailto:kwalte6@aol.com)  
Ca. license #810323 / DIR reg. #1000007850

## Proposal

September 7, 2018

Conan Construction.  
Attn- TC Johnson.

Project: Ocean View Hills school.

Scope: Clean, prep and paint new exterior conduit and new sheet metal flashing at two sets of portables (total of 6 portables).

Flashing – \$1,450.00

OH&P – \$145.00

TOTAL: \$1,595.00

Thank You,

Kit Walters - cell# 619-454-2177

Prices good for 30 days

# San Diego Asphalt and

EPA ID # CAL000355562

12512 Highway 67

Lakeside, CA 92040 CL 642346, 1007085

(619) 390-7323 (619) 390-7328 FAX

# Change Order

Date	Change Order #
9/14/2018	2018-60975

Name / Address
Conan Construction 1440 Coolidge National City, CA 91950

Job Location
Otay Del Sol Blvd San Ysidro

P.O. No.	Rep	Thomas Guide	Project
60975	MDJ	Previous	Gravel

Description	Qty	Cost	Total
Purchase, deliver and install 17 tons of 3/4" gravel (Grey)			
Material		700.00	\$700.00
Labor		\$1,077.92	\$1,077.92
16 x \$67.37			
4 Men x 4 Hours			

<b>Total</b>	\$1,700.00
--------------	------------

Signature

**14B.8**

**Page 27 of 32**

REMIT TO  
 Master-Halco, Inc.  
 PO Box 207543  
 Dallas, TX 75320-7543, USA

**INVOICE**



191066188

www.masterhalco.com

**Recipient** 347721  
 Conan Construction Inc.  
 1440 Coolidge Ave  
 National City CA 91950-4422

**Order no**  
 1000062379  
**PO / Job no**  
 OCEANVIEW HILLS

**Due date**  
 10/13/18  
**Payment terms**  
 30 days net  
**Cash disc term**  
 1% 15 days  
**Delivery method**  
 PKP

**Delivery date**  
 09/13/18

Inv qty	Item number	Description	U/M	Net price	Amount
<b>Delivery no</b>	7000166373	<b>Delivery date</b> 09/13/18			
3	607122	1 5/8" x 6" Sleeve Poly Blk	EA	1.42	3.87
48	695112	1 7/8" x 24' DQ40 Polyestr Blk	FT	3.09	148.32
		Cut into 6'			
		Customer needs to take drop			
40	600042	2 3/8" Tension Band Poly Blk	EA	0.62	24.80
10	600842	2 3/8" Brace Band Poly Blk	EA	0.69	6.90
10	607972	1/4x 3/4x 46" Tension Bar Blk	EA	3.47	34.70
6	603922	1 7/8x1 5/8 Std E Top Poly Blk	EA	1.44	8.64
25	007236	Concrete Mix 60 LBS 3500 PSI	EA	3.47	86.75
100	010702	5/16x1 1/2 Carriage Bolt w/Nut	EA	0.14	14.00
<b>Delivery no</b>	7000170590	<b>Delivery date</b> 09/13/18			
100	054417	2" x 11ga x 6' KK 1.2oz GAW	FT	2.45	245.00
<b>Delivery no</b>	7000170668	<b>Delivery date</b> 09/13/18			
100	055404	2" x 9ga x 4' KK 1.2oz GAW	FT	2.33	233.00
<b>Delivery no</b>	7000174045	<b>Delivery date</b> 09/13/18			
100	010702	5/16x1 1/2 Carriage Bolt w/Nut	EA	0.14	14.00
100	625682	6 1/2" 9ga Steel Tie w/Hk Blk	EA	0.06	6.00
<b>Delivery no</b>	7000174402	<b>Delivery date</b> 09/13/18			
105	675102	1 5/8x21 PE CQ20 Polyester Blk	FT	1.96	205.80
100	486006	2"x 9C/8F x 4' KK FuseBond Blk	FT	4.53	453.00
<b>Delivery no</b>	7000174520	<b>Delivery date</b> 09/13/18			
					<b>Total: \$983.30</b>

**Delivery Address** Conan Construction Inc., 485 Raleigh Ave, El CAJON CA 92020-3137, United States  
 153 San Diego (800) 338-5155 (619) 590-2967

Page: 1(2)

~~Payment Discount is USD 19.71 if paid by 09/26/18~~

**Customer** 347721

~~Invoice no 191066188~~

**Customer name**

~~Total 2,199.96~~

Conan Construction Inc.

~~Due date 10/13/18~~

REMIT TO  
 Master-Halco, Inc.  
 PO Box 207543  
 Dallas, TX 75320-7543, USA

**Check number** \_\_\_\_\_

**Check amount** \_\_\_\_\_ **14B.8**



531 Encinitas Blvd, Suite 202  
 Encinitas, CA 92024  
 760.512.1188

Change Order Number: 3 R1  
 Change Order Date: 10/23/2018  
 Project Number: 18-111  
 Date of Contract: 5/16/2018

**CHANGE ORDER REQUEST**

**Project:** Vista Del Mar

**Subcontractor:** HSCC

**The Contract is changed as follows:**

**Vista Del Mar**

Add 2 Additional Downspouts Connections to Proposed Storm Drain at Vista Del Mar. \$6,448.50

Prime Contractor Profit 5%	\$322.43
The Contract Sum will be increased by this Change Order in the amount of	\$6,448.50
The Contract Time will be increased/decreased by	0 days

*Not valid until signed by all parties below.*

**CONAN CONSTRUCTION, INC.**

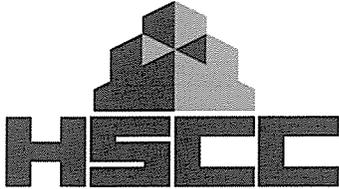
**SAN YSIDRO SCHOOL DISTRICT**

531 Encinitas Blvd, Suite 202  
 Address  
Encinitas, CA 92024  
 City, State, Zip  
10/17/2018  
 Date

\_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, Zip  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature  
Shannon Maurer  
 Print Name

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name



**PROPOSAL / ESTIMATE FOR CONTRACT MODIFICATION**

**COR # 05**

Contract No. **18002-00**

Rev Date **10/15/18**

CONTRACT TITLE: **Vista Del Mar - SYSD**

Original Date **9/18/2018**

PROJECT ADDRESS: **Del Sol Blvd, San Diego CA 92154**

**WORK DESCRIPTION: Add 2 EA Downspout Connections to Proposed Storm Drain at Vista Del Mar**

1. Direct Materials			\$	886.80	
2. Sales Tax on Materials	8.50 % of line 1	<b>8.50%</b>	\$	75.38	
3. Direct Labor			\$	2,770.70	
4. Insurance, W/Comp, Taxes, and Fringe Benefits	36 % of line 3	<b>36%</b>	\$	998.84	
5. Rental Equipment			\$	-	
6. Sales Tax on Rental Equipment	8 % of line 5	<b>8.00%</b>	\$	-	
7. Owned Equipment			\$	851.40	
8. SUBTOTAL (add lines 1-7)			\$	5,583.12	
9. General Contractor Overhead	5 % of line 8	<b>5%</b>	\$	279.16	
10. SUBTOTAL (add lines 8 & 9)			\$	5,862.27	
11. General Contractor Profit	10 % of line 10	<b>10%</b>	\$	586.23	
12. SUBTOTAL (Add Lines 10 & 11)			\$	6,448.50	

Prime Remarks:

**SUB-CONTRACTOR'S WORK**

13. Direct Materials			\$	-	
14. Sales Tax on Materials	8.50 % of line 13	<b>8.50%</b>	\$	-	
15. Direct Labor			\$	-	
16. Insurance, W/Comp, Taxes, & Fringe Benefits	36 % of line 15	<b>36%</b>	\$	-	
17. Rental Equipment			\$	-	
18. Sales Tax on Rental Equipment	8.50 % of line 17	<b>8.50%</b>	\$	-	
19. Equipment Ownership and Operating Expenses			\$	-	
20. SUBTOTAL (Add Lines 13-18)			\$	-	
21. Overhead and Profit	15 % of line 21	<b>15%</b>	\$	-	
22. SUBTOTAL (Add Lines 20 & 21)			\$	-	

Sub-contractor's Remarks:

**SUMMARY**

23. Prime Contractor's Work (from line 12)			\$	6,448.50	
24. Sub-contractor's Work (from line 22)			\$	-	
25. SUBTOTAL (add lines 23 & 24)			\$	6,448.50	
26. Prime Overhead on Sub-contractor	5 % of line 24	<b>5%</b>	\$	-	
27. SUBTOTAL (add lines 25 & 26)			\$	6,448.50	
28. Prime Contractor's Bond Premium	2.50 % of line 27		\$	-	
29. TOTAL COST (Add Lines 30 & 31)			\$	6,448.50	

Estimated time extension and justification: **DAYS**

\_\_\_\_\_  
**HSCC, Inc**  
 Date **10/15/2018**

Accepted by: \_\_\_\_\_  
 Signature **Conan Construction, Inc.** Date



Operator GP 4	\$ 70.04
Carpenter	\$ 59.74
Labor GP 2	\$ 52.53
Cement Mason	\$ 54.10
Steel	\$ 63.85
Bricklayer	\$ 54.25
Brick Tender	\$ 49.19
Ten Wheeler Dump Truck	\$55.69
Case Super M 580 Backhoe	\$34.41
Bobcat 570	\$21.70
Bobcat S176	\$33.21
Ford F-450 Crew Truck	\$28.17
Cat Mini Excavator 308	\$54.03
Concrete Saw 20HP	\$15.09
Concrete Mixer	\$12.63
10K Skytrack	\$54.17
THOMSEN 14 pump w/36 m boom	\$162.93

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

**INITIAL:** MAW  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH DATEL SYSTEMS INC.

**BACKGROUND:**

The modernization project at La Mirada and Smythe Schools provided that cellular service be used for security service communication. The District wishes to evaluate the re-establishment of one or two analog lines at each site. Therefore, the current state of the analog system needs to be evaluated and a recommendation made as to necessary work to re-establish the analog service.

The District has reached out to Datel Systems Inc. to identify and determine the current conditions and report back on needed work to re-establish service.

**RECOMMENDATION:**

Approve 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.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

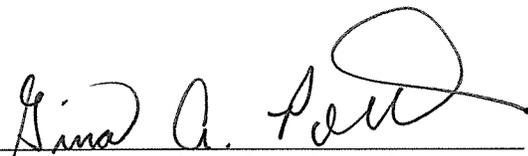
Goal No. 2: Base Services and Safety

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

<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 2018-19 Budget?				Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			
\$1,040.00 (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, 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 9th day of November, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Datel Systems

Company/Consultant

(858) 571-3100

Telephone Number

4393 Viewridge Avenue, Suite C, San Diego, CA 92123

Address

www.datelsys.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: November 9, 2018

To: June 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.

14B.9

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# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

Consultant shall assign 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 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)*
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 judgement, settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** \_\_\_\_\_

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

### Additional Insured Status - Endorsement

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

### Primary Coverage

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

### Notice of Cancellation

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

### Waiver of Subrogation

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

### Deductibles and Self-Insured Retentions

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

### Acceptability of Insurers

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

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

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

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

### Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. **14B.9**  
District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Page 5 of 12**

# 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

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

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

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

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to income, ~~14B.9~~ proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

# SAN YSIDRO SCHOOL DISTRICT

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Design Professionals: 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

<b>CONSULTANT:</b>	<b>Datel Systems Incorporated</b>
Name:	Sean Yost
Title:	Corporate Account Manager
Address:	4393 Viewridge Avenue, Suite C
City/State/Zip Code:	San Diego, CA 92123
Telephone:	(858) 874-5706 Direct / (619) 572-3627 Cell
Email:	syost@datelsys.com

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Joanne Branch
Title:	Chief Business Official	SDCOE, FACJPA
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	Marilyn.adrianzen@syzdschools.org	jbranch@sdcoe.net

**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**

**Datel Systems Inc.**

**San Ysidro School District**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved:

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 Sales Quote No. SQ-306293 dated 08-28-18

Amount \$1,040.00

# Datel Systems

INCORPORATED

**San Diego**  
 4393 Viewridge Ave., Suite C  
 San Diego, CA 92123  
 (858) 571-3100  
 WEBSITE: www.datelsys.com PURCHASE ONLINE: www.datelstore.com



## EXHIBIT A

### SALES QUOTE

SQ-306293      8/28/2018

<b>Customer</b>	<b>Contact</b>	<b>Ship To</b>
SAN YSIDRO SCHOOL DISTRICT ACCOUNTS PAYABLE 4350 OTAY MESA ROAD SAN YSIDRO CA 92173 Tel: (619)-4289778 Fax: (619)-4289355		

Account	Terms	Due Date	Account Rep	Schedule Date
1841	NET 30 DAYS	9/27/2018	Sean Yost x1200	8/28/2018

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-306293			SERVICE DELIVERY	1	8/28/2018 4:29:51PM

L Item	Description	Qty	Price UM	Discount	Amount
1	SCOPE OF WORK REQUIRED INFORMATION	1	\$0.00 EA		\$0.00
2	PREVAILING WAGE? - NO CERTIFIED PAYROLL? NO DIR PROJECT # ***** Scope of Work: Both sites are having issues with their analog lines. Datel to identify what lines are working and determine how to get them back to the locations needed. Quote is not to exceed. Bill hourly for actual time worked. ***** La Mirada Elementary 222 Avenida De La Madrid, San Ysidro, CA 92173  and Smythe Ave Elementary School 1880 Smythe Ave, San Ysidro, CA 92173 ***** Joanne Branch, DBIA School Facility Planning Coordinator San Diego County Office of Education Educational Facility Solutions Group 4401 Linda Vista Road, #505 San Diego, CA 92111 M: (619) 428-8344 jbranch@sdge.net *****				
	ON-SITE CABLING AND WIRING PROF SERVICES	8	\$65.00 EA		\$520.00

**Tax Details**  
 EXEMPT \$0.000  
 KM \$0.000

<b>Taxable</b>	\$0.00
<b>Total Tax</b>	\$0.00
<b>Exempt</b>	\$1,040.00
<b>Total</b>	\$1,040.00
<b>Balance</b>	\$1,040.00

CA State C7 Contractors Lic. 880356  
 San Diego BEAR registration #E27799  
 San Marcos BEAR registration #E76487

14B.9

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

**INITIAL:** MAW  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH SILVER CREEK INDUSTRIES – CHANGE ORDER NO. 2

**BACKGROUND INFORMATION:**

Due to the new residential development taking place in the Ocean View community, the student population at Ocean View Hills (OVH) and Vista Del Mar (VDM) Schools is expected to increase above their housing capacity next year. On February 8, 2018, the Governing Board approved the agreement with Silver Creek Industries to purchase two portable buildings via the Chula Vista Unified School District “piggyback” agreement public bid contract #14/15-3.

Change Order No. 2 is to provide integrated walk off mats at each of the 4 new classrooms at OVH at the cost of \$1,460.66

**RECOMMENDATION:**

Approve 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.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #2, Safety, Climate and Student Engagement

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

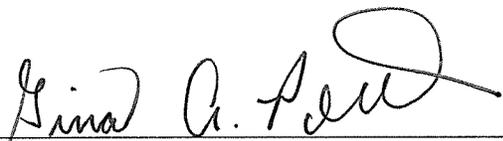
(Amount)

(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

Silver Creek Industries Inc.

11087 OCEAN VIEW SAN YSIDRO

Owner Change Order  In House Change Order

Date: 9/4/2018
Project Name: Ocean View Hills ES
Owner: San Ysidro SD

Silver Creek Industries Inc. proposes to furnish all material and labor to perform the following at the above stated site for the Sum of: \$ 1,460.66

Description Of Work: Furnish and install (4) 5x5 entry's of Tandus Walk Off Mats

Table with 3 columns: Description, Percentage, Amount. Rows include: Total of all Sub Contractors work (\$ 1,400.00), General Contractor Markup (5% \$ 70.00), Sub Total (\$ 1,400.00), Total Work by General Contractor Markup (15% \$ 210.00), Sub Total (\$ 1,400.00), Sales Tax (60% exclusion) (8.25% \$ 46.20), Sub Total (\$ 1,446.20), Bonds not to exceed (1% \$ 14.46), Grand Total (\$ 1,460.66)

This Change Order will Require 1 Additional Days to complete this project and are included in this COR

Submitted By: Sandra Adame Date: 9/4/2018
Project Manager
Title

Approved By: Date:
Title

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

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

**INITIAL:** GAP  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0029 – 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. Rosaleah Pallasigie was absent from the Special Board meeting August 24, 2018.

**RECOMMENDATION:**

Adopt Resolution No. 18/19-0029 recognizing that Rosaleah Pallasigie was absent from the Special Board Meeting of August 24, 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: new

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 18/19-0029**

**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 Rosaleah Pallasigue did not attend the Special Board Meeting on August 24, 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 of August 2018.

**PASSED AND ADOPTED THIS** 8th day of November, 2018 at a regular meeting, by the following vote:

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
Rosaleah Pallasigue, Board President

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

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

**INITIAL:** GA  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0030 – 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. Irene Lopez was absent from the Special Board meeting August 9, 2018.

**RECOMMENDATION:**

Adopt 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.

---

**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

(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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 18/19-0030**

**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 Irene Lopez did not attend the Special Board Meeting on August 9, 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 of August 2018.

**PASSED AND ADOPTED THIS** 8th day of November, 2018 at a regular meeting, by the following vote:

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
Rosaleah Pallasigue, Board President

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

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

**INITIAL:** GP  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0031 – 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 Special Board meeting September 8, 2018.

**RECOMMENDATION:**

Adopt Resolution No. 18/19-0031 recognizing that Marcos A. Diaz was absent from the Special Board Meeting of September 8, 2018 due to hardship and received the maximum monthly compensation for that month.

**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		<b>Business Services Reviewed:</b> <u>  New  </u>
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>
<div style="border: 1px solid black; padding: 5px; width: 150px;">\$264.60</div> (Amount)	<div style="border: 1px solid black; padding: 5px; width: 300px;">General Fund</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; width: 250px;">--</div> (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. 18/19-0031**

**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 Special Board Meeting on September 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 of September 2018.

**PASSED AND ADOPTED THIS** 8th day of November, 2018 at a regular meeting, by the following vote:

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
Rosaleah Pallasigue, Board President

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

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

**INITIAL:** GAP  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0032 – 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 Special Board Meetings of July 13, 2018, August 9, 2018 and August 24, 2018.

**RECOMMENDATION:**

Adopt Resolution No. 18/19-0032 recognizing that Antonio Martinez was absent from the Special Board Meetings of July 13, 2018, August 9, 2018 and August 24, 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:       

Financial Implications?  
 Yes     No

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

Requisition #

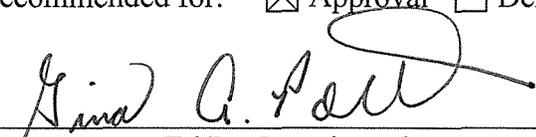
(Amount)

(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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 18/19-0032**

**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 Special Board Meetings on July 13, 2018, August 9, 2018 and August 24, 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 of July 2018 and August 2018.

**PASSED AND ADOPTED THIS** 8th day of November, 2018 at a regular meeting, by the following vote:

**AYES:**\_\_\_\_\_ **NOES:**\_\_\_\_\_ **ABSENT:**\_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
Rosaleah Pallasigue, Board President

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

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

**INITIAL:** gap  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0033 – 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. Rodolfo Linares was absent from the Regular Board Meeting of September 13, 2018 and Special Board Meeting of September 13, 2018 due to performance of other designated duties for the district during the time of the meeting.

**RECOMMENDATION:**

Adopt Resolution No. 18/19-0033 recognizing that Rodolfo Linares was absent from the Regular Board meeting of September 13, 2018 and Special Board Meeting of September 13, 2018 due to performance of other designated duties for the district during the time of the meeting.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: llw

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 18/19-0033**

**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 Rodolfo Linares did not attend the Regular Board Meeting on September 13, 2018 and Special Board Meeting on September 13, 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 of September 2018.

**PASSED AND ADOPTED THIS** 8th day of November, 2018 at a regular meeting, by the following vote:

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
Rosaleah Pallasigue, Board President

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *MC*  
 Informational  
 Action

**AGENDA ITEM:** SERVICE AGREEMENT WITH BENCHMARK EDUCATION FOR ENGLISH LANGUAGE ARTS PROFESSIONAL DEVELOPMENT FOR TEACHERS GRADES KINDER – 6<sup>TH</sup>

**BACKGROUND INFORMATION:**

Educational Services wants to offer two additional days of professional development to teachers from Benchmark Education, which is the publisher we have for the new English Language Arts (ELA) instructional materials.

Professional Development (PD) from Benchmark Education provides a variety of options, which include:

- Professional development customized to meet your district's needs and goals.
- Training that optimizes the use of core and supplemental curriculum resources.

These PDs are required for all teachers from Transitional Kinder to 6<sup>th</sup> grade and will help them by increasing their capacity and the achievement of students, using proven, research-based methods and support.

**RECOMMENDATION:**

Approve the service agreement with Benchmark Education to provide two additional professional development days for the English Language Arts curriculum at each elementary school at a total cost of \$28,000.00 from the Title II fund.

**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"/> <b>Renewal</b> <input checked="" type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Amendment</b> <input type="checkbox"/> <b>Ratify</b> <input type="checkbox"/> <b>Other</b>		<b>Business Services Reviewed:</b> <i>llw</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; width: 100px; height: 20px; margin-top: 5px;"></div>
<div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">\$28,000.00</div> (Amount)	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">Title II Fund</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; width: 250px; margin: 0 auto;">--</div> (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**

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 9th day of November, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Benchmark Education Company LLC  
Company/Consultant

(877) 236-2465  
Telephone Number

145 Huguenot Street, New Rochelle, NY 10801  
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**

Term:

From: November 9, 2018 To: June 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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

Consultant shall assign 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 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)*
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 judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs, 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

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

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

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

### 5.5 SAFETY

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

### 5.6 PROJECT STAFFING

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

### 5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers. 14B.16

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Design Professionals: 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

**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: Benchmark Education Company, LLC

Name/title of authorized representative (Print) John Gruber, SVP, CFO

Signature [Signature] Date 10/31/18

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

<b>CONSULTANT:</b>	<b>Benchmark Education Company LLC</b>
Name:	
Title:	
Address:	145 Huguenot Street
City/State/Zip Code:	New Rochelle, NY 10801
Telephone:	1-877-236-2465
Email:	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Manuela Colom	Joanne Branch
Title:	Executive Director, Educational Services	SDCOE, FACJPA
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	Marilyn.adrianzen@sysdschools.org	jbranch@sdcoe.net

**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.

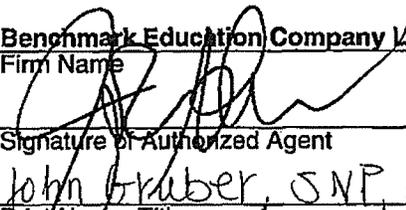
**7 WARRANTY OF AUTHORITY:**

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**

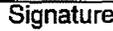
Benchmark Education Company LLC  
Firm Name

  
Signature of Authorized Agent

John Gruber, SNP, CFO  
Print Name, Title

10/31/18  
Date:

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**

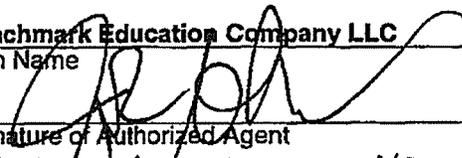
See attached Invoice No. 57759 for Professional Development – Product Training

Product	Description	Unit Price	Qty.	Total
PR898	PD Product Training – additional days	\$2,800.00	10	\$28,000.00

Benchmark Education Company (BEC) agrees that both the San Ysidro School District and BEC are only bound to the terms & conditions on this Professional Services Agreement for the services indicated above.

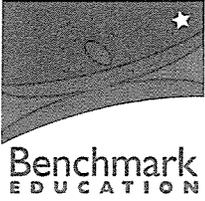
Each of the parties signing this Agreement warrants to the other that he or she has the full authority on behalf of the Party which his or her signature is made.

Approved:

Benchmark Education Company LLC  
Firm Name  
  
Signature of Authorized Agent  
John Gruber, BVP, CFO  
Print Name, Title  
10/31/18  
Date:

San Ysidro School District  
Firm Name  
  
Signature  
Marilyn Adrianzen, Chief Business Official  
Print Name, Title  
  
Date

**EXHIBIT A**



# INVOICE

Benchmark Education Company LLC  
 145 Huguenot Street  
 New Rochelle New York 10801  
 Phone: 1-877-236-2465

Page	Customer #	Invoice #
1	101111	<b>57759</b>
PO Date	Invoice Date	Must Ship Date
10/26/2018	10/26/2018	



**Bill To**  
 SAN YSIDRO SCHOOL DISTRICT  
 4350 Otay Mesa Rd  
 San Ysidro CA 92173-1617  
 United States

**Ship To**  
 SAN YSIDRO SCHOOL DISTRICT  
 4350 Otay Mesa Rd  
 San Ysidro CA 92173-1617  
 United States

**Memo:**

**Special Instructions:**

<b>Payment Method</b>	<b>Customer PO #</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Sales Rep</b>
	To Come	UPS Ground	10/26/2018	E01098 Mechelle Pedregal

**Tracking #** \_\_\_\_\_ **Shipping Code** \_\_\_\_\_

Item	Qty	Description	Item Type	Tax	Rate	Amount
PR898	10	PD-Product Training : Additional Days	NonInvtPart	0%	\$2,800.00	\$28,000.00

<b>Subtotal</b>	<b>Tax</b>	<b>Shipping</b>	<b>Total</b>
\$28,000.00	\$0.00	\$0.00	\$28,000.00

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Special Education  
Oscar Madera, Director

**INITIAL:** *CMG*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH DR. GARY SNEAG, O.D., OPTOMETRIC CORP FOR VISION ASSESSMENT

---

**BACKGROUND INFORMATION:**

Dr. Gary Sneag of Family Vision Care will be presenting a Developmental Vision Assessment via conference call, at the Individualized Education Program (IEP) meeting for a student with special needs, per OAH #2017070112 dated September 26, 2017.

**RECOMMENDATION:**

Approve the agreement with Dr. Gary Sneag, O.D., Optometric Corp to present a Developmental Vision Assessment at an IEP meeting at a cost up to \$95.00 from the Special Education fund.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc.) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *MLW*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$95.00  
(Amount)

Special Education  
(Name of funding source and/or location)

0100-6500000-5770-1190-5800010-054  
(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

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 9<sup>th</sup> day of November 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Gary Sneag, O.D. Optometric Corp (Family Vision Care)  
Company/Consultant

(858) 560-5181  
Telephone Number

4310 Genesee Ave, Ste. 101, San Diego, CA 92117  
Address

vt@visionsource-drsneag.com  
Email

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

Initial Term:

From: November 9, 2018

To: June 30, 2019

The Initial 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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## 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 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 direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement

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

## 4.5 LAWS AND REGULATIONS

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

## 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

## 4.7 INSURANCE

(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 Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with 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. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
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. (Coverage may be included under General Liability)

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

### Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form 14B 17 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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## Primary Coverage

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

## Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

## Waiver of Subrogation

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

## Deductibles and Self-Insured Retentions

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

## Acceptability of Insurers

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

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

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

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

## Verification of Coverage

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

## **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.

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(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) Grounds for 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 direct by District.

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

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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

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

## 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.

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### 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 attach a copy of this verification.)**

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 employees.

**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.

<b>CONSULTANT:</b>	GARY SNEAG, O.D. OPTOMETRIC CORP.	
Name:	Gary Sneag, O.D, FCOVD	
Title:	Owner	
Address:	4310 Genesee Ave, Ste. 101	
City/State/Zip Code:	San Diego, CA 92117	
Telephone:	(858) 560-5181	
Email:	vt@visionsource-drsneag.com	

<b>DISTRICT:</b>	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	oscar.madera@sysd.k12.ca.us

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**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

Gary Sneag, O.D. Optometric Corp  
Firm Name

Signature of Authorized Agent

Gary Sneag, O.D, FCOVD, Owner  
Print Name, Title

Date:

(858) 560-5181  
Phone Number

**DISTRICT**

San Ysidro School District  
Firm Name

Signature

Marilyn Adrianzen Chief Business Official  
Print Name, Title

Date

Board Approved

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1  
Fingerprinting and Criminal Background Investigation Requirements**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** 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 Section 45122.1.

\_\_\_\_\_(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.

\_\_\_\_\_(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) It is understood that by signing this document, Consultant agrees that they are familiar with 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 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.

\_\_\_\_\_(Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

\_\_\_\_\_(Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify 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 that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant \_\_\_\_\_

Name/title of authorized representative (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **SAN YSIDRO SCHOOL DISTRICT**

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### **SCOPE OF SERVICES**

- Developmental Vision Assessment presentation at the IEP meeting: \$95.00

Total cost not to exceed \$95.00

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *MC*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH ACHIEVE3000 FOR DIFFERENTIATED LITERACY AND STAFF DEVELOPMENT – AMENDMENT

**BACKGROUND INFORMATION:**

On September 13, 2018 the Governing Board approved the Agreement with Achieve3000 to renew the Differentiated Literacy Solution package and professional development training for La Mirada, Smythe and Willow Schools (Quote 117286 attached):  
 ■ Achieve3000 Implementation Resources for students and teachers  
 ■ Full Technical and data support  
 ■ Six Professional Learning Services (PLS).

The District would like to include Sunset School to receive these services (Quote 118049) at a cost of \$4,526.00. In addition, the agreement has been amended as recommended by legal counsel.

**RECOMMENDATION:**

Approve the amendment to the Achieve3000 Agreement for a Differentiated Literacy Solution Package to include Sunset School at a cost of \$4,526.00 from the Supplemental and Concentration fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement - Action 1.19: Continue to provide supplemental programs and resources (i.e. Reading Renaissance, math manipulatives, etc) to support student achievement in core content areas.

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> <i>New</i>
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		
\$4,526.00	Supplemental & Concentration Fund			--	
(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



Quote ID: 118049

Quote Date: 09/19/18

Contract Period: 09/19/18 - 06/30/19

Valid Until: 10/31/18

**Client Information**

Account Name: Sunset Elementary School

**Address**

3825 Sunset Ln  
 San Ysidro, CA 92173-3334  
 Phone: 619-428-1148

**Client**

Efrain Burciaga  
 Email: [Efrain.Burciaga@sysdschools.org](mailto:Efrain.Burciaga@sysdschools.org)  
 Phone: 619-913-9690

Product	Cost	Qty	Total
Achieve3000®'s Pro Differentiated Literacy Solution: includes 1 student license (2018-LIT-PRO-STDT)	\$42.00 per student	53	\$2,226.00
Professional Development Services (2018-PDI)	\$2,200.00 per session	1	\$2,200.00
Achieve3000 Implementation Resources for teachers and students.			\$100.00
Subtotal:			\$4,526.00
ORDER TOTAL:			\$4,526.00

See Next Page for Quote Acceptance



**Acceptance for Quote ID #118049: \$4,526.00**

_____	Achieve3000
<i>Account Name</i>	
_____	_____
<i>Signature</i>	<i>Signature</i>
_____	_____
<i>Name, Title</i>	<i>Name, Title</i>
_____	_____
<i>Date</i>	<i>Date</i>

The Complete Signed Quote and Purchase Orders can be sent to:

Achieve3000  
1985 Cedar Bridge Ave., Suite 3  
Lakewood, NJ 08701  
Fax: 316-221-0718  
Email: [orders@achieve3000.com](mailto:orders@achieve3000.com)

For questions, please contact your renewal representative, Jennifer Ross.

Email: [jennifer.ross@achieve3000.com](mailto:jennifer.ross@achieve3000.com)  
Phone: 732-523-5660

This quote is governed by and subject to the Achieve3000 terms and conditions at [www.achieve3000.com/terms-of-service](http://www.achieve3000.com/terms-of-service). By signing this quote, you are agreeing to such terms and conditions.

### About Achieve3000®

Achieve3000 is the leading literacy platform in today's blended learning programs, with cloud-based solutions that serve nearly three million students worldwide. Based on decades of scientific research, Achieve3000's patented and proven differentiated instruction for grades PreK-12 and adult education reaches all students at their individual reading levels to accelerate learning, improve high stakes test performance, and drive college and career success.

To explore more options, such as our multi-year quote with LOCKED-IN PRICING for three full years, please contact [sales.support@achieve3000.com](mailto:sales.support@achieve3000.com) for an adjusted quote.

Discover all of Achieve3000's research-based solutions by visiting [www.achieve3000.com](http://www.achieve3000.com).



**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**ADDENDUM TO CONTRACT**

The San Ysidro School District and Achieve3000 enter into this Addendum to clarify the terms and conditions for Agreement for Achieve3000 to provide Pro Differentiated Literacy Solution Student Licenses and Professional Development Services at La Mirada, Smythe, Willow and Sunset Schools during fiscal year 2018-19 as indicated on Quote No. 117286 and No. 118049. This Addendum is expressly incorporated into the Agreement, effective as of the same date.

1. It is understood that the following terms and conditions are incorporated into the Agreement and the services are subject to the following, except as otherwise noted herein:
  - 1.1 Terms of Service, as set forth at <http://www.achieve3000.com/terms-of-service/>
  - 1.2 Terms of Use (applicable to site users), as set forth at <http://www.achieve3000.com/terms-of-use/>
  - 1.3 Data Processing Addendum, as set forth at <http://www.achieve3000.com/data-processing-addendum/>
  - 1.4 Privacy Policy, as set forth at <http://www.achieve3000.com/privacy-policy/>
  
2. Achieve3000's Terms and Conditions are amended as follows:
  - 2.1 TERMS OF SERVICE:
    - (a) Section No. 22 – General  

The Terms of the agreement between San Ysidro School District and Achieve3000 shall be governed by the laws of the State of California with jurisdiction of and venue in state and federal courts in the State of California, in the judicial district of San Diego County.
  - 2.2 TERMS OF USE:
    - (a) Section No. 15 – Indemnity  

This section shall not apply to the District and/or any of its Authorized Users.
    - (b) Section No. 21 – General  

The Terms of the agreement between San Ysidro School District and Achieve3000 shall be governed by the laws of the State of California with jurisdiction of and venue in state and federal courts in the State of California, in the judicial district of San Diego County.
  
3. All other Terms and Conditions of the Agreement between San Ysidro School District and Achieve3000 as reflected on Quote No. 117286 and No. 118049 shall remain the same.
  
4. The District and Achieve3000, each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.//

- Signature Page follows -

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**Achieve3000**

Firm Name



Signature of Authorized Agent

Michael Vantusko, Chief Financial Officer

Print Name, Title

10/29/2018

Date:

**San Ysidro School District**

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved



ACHIEVE3000®

## Terms of Service

### **Achieve3000® TERMS OF SERVICE**

The following Terms of Service (“**TOS**”) are incorporated by reference into the order or contract under which you, a school district, public or private school or other entity (“**You**”), have agreed to purchase the right to permit your students, parents, teachers and school administrators (“**Authorized Users**”) to access and utilize one or more educational services provided by Achieve3000 (each such service, “**Service**”, and Achieve3000, “**Us**” or “**We**”). In the event of a conflict between the order or contract under which You have agreed to make your purchase and these TOS, the conflicting term(s) of these TOS shall prevail, unless You and We expressly state in a subsequent written document that You and We intend that the conflicting terms of that document prevail over the conflicting terms of these TOS.

### **1. CONTENT OF YOUR PURCHASE AGREEMENT**

The agreement under which You are purchasing the right to permit your Authorized Users to access and utilize particular Services (“**this Agreement**”) consists of (a) the written order or purchase agreement in which the specific Service(s) to be provided (including related professional development training), the school(s) to whom the Services are to be provided, the period during which the Authorized Users shall have the right to access and utilize the identified Service(s), pricing, invoicing schedule and other implementation-specific details and terms are specified (“**Your Written Order or Agreement**”) and (b) these TOS. Your Written Order or Agreement and these TOS contain the entire agreement and understanding regarding our provision of the specified Service(s) to You and your Authorized Users, and supersede all prior oral and written agreements between You and Us regarding the subject of this Agreement, if any. In the event that any of the terms set forth in this Agreement are held invalid, illegal or unenforceable, all of the remaining terms of this Agreement will remain in effect.

Achieve3000 reserves the right to amend, remove or add to these TOS at any time. Please check this page periodically for any modifications. Your continued use of Services provided by Achieve3000 shall signify your acceptance of the then-current TOS.

### **2. TERM OF THIS AGREEMENT**

Except as provided in the following sentence and unless stated otherwise in Your Written Order or Agreement, this Agreement shall commence on August 1 of the year in which You execute Your Written Order or Agreement (the “**Subscription Start Date**”), and shall conclude on June 30 of the following year (the “**Subscription End Date**”, and such period between the Subscription Start Date and Subscription End Date constituting “**the Term**”). The previous sentence notwithstanding, (a) when You execute Your Written Order or Agreement subsequent to August 1, the Subscription Start Date shall be and the Term shall commence on such date and conclude on June 30 of the following year, and (b) the Subscription End Date and Term of all multi-school year agreements shall be as indicated in Your Written Order or Agreement.

### 3. DESCRIPTION OF SERVICES

The elements of each Service purchased hereunder (each a “Service Element”), and the date on which the appropriate Authorized Users may access and utilize each element are as follows:

<b>Service Element</b>	<b>Date on Which the Appropriate Authorized User May First Access and Utilize This Service Element (the “Service Element Activation Date”)</b>
The specified subscription Service(s) to the KidBiz3000®, TeenBiz3000®, Empower3000®, Coach3000®, Smarty Ants®, eScience3000®, and Spark3000® service, including Student, Teacher and Home edition, and standards alignment services.	Thirty (30) days before the Subscription Start Date (or as of the actual order date, if the order date is less than thirty (30) days before the Subscription Start Date)
LevelSet® Placement Test, an online assessment which measures students’ reading abilities for accurate placement in the content.	Subscription Start Date
Interim Test, an online assessment which refines the data about students’ reading abilities partway through the implementation period.	During December for full-year implementations and for partial year implementations that span the <i>first</i> school semester During April for partial year implementations that span only the <i>second</i> school semester
Post Test, a final assessment of students’ reading levels at the culmination of the program.	Sixty (60) days prior to the Subscription End Date
Email3000® email service.	Subscription Start Date
Online Professional Development materials for educators delivering differentiated reading instruction.	Subscription Start Date
On-Site Professional Development sessions.	As indicated in this Agreement
Online Professional Development sessions.	As indicated in this Agreement

### 4. LICENSE GRANT

Effective as of the Service Element Activation Date applicable to each Service Element, your appropriate Authorized Users are granted a limited, non-transferable, non-sub-licensable, non-exclusive, personal license (revocable in the event of breach) to access and utilize the applicable Service Element that You have purchased the right to access and utilize, solely for educational

purposes and solely as permitted by this Agreement, during the Term. The term “appropriate” here means that Service Elements intended for use by students may be accessed and utilized by any Authorized User, and that Service Elements intended for use by teachers and school administrators may only be accessed and used by Authorized Users functioning in those roles.

The foregoing notwithstanding, We will not be obligated to provide any Service to any user who has not agreed (i) to our Privacy Policy and (ii) to comply with our end user Terms and Conditions of Use (“Terms of Use”). We reserve the right to change our Privacy Policy (subject to Section 10 of these TOS) and Terms of Use at any time without prior notice.

We will charge You for each Service You purchase based on the number of permitted users or “Licensed Seats” You elect for that Service and the applicable license pricing for the Service. To allow You additional flexibility in your use of the Services for appropriate purposes, We may permit Authorized Users in excess of the then-current number of Licensed Seats You have already purchased for that Service (“Additional Users”).

From time to time during the Term, We will compare the number of Authorized Users You have provided with access to a Service with the number of Licensed Seats You have purchased for that Service. If the number of Authorized Users exceeds the number of Licensed Seats You have purchased for the Service, We will notify You in writing and invoice You for the Additional Users We have identified through Our comparison. We will work with You to resolve promptly any question or issue You may have regarding the number of Additional Users We have identified or the associated additional Service fees We have invoiced for those Additional Users.

## **5. RESERVATION OF RIGHTS; RESTRICTIONS ON USE; CONTENT DISCLAIMER**

Every aspect of each Service, including its underlying concepts, methodologies, processes, formats, specifications, other know-how, site layout, design, images, programs, text, forms and other information (collectively its “Content”), is solely our property and the property of our licensors. You receive no rights to or interest in any Content other than the rights conferred upon You by Section 4 of these TOS. All Content is protected by copyright and other intellectual property laws, and nothing herein grants You any ownership interest in any Content or any right with respect to any Content other than those rights expressly granted in Section 4 of these TOS.

- You and your Authorized Users may not permit any third party whom We have not provided a user ID and password to access or utilize any Service.
- You and your Authorized Users may not copy, modify, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of any software used to provide any Service or permit any other party to do so. Content may not be merged with any other service or software, or be adapted or modified in any way, by anyone.
- You and your Authorized Users may not a) copy, reproduce, publish, distribute, modify, transfer or in any way commercially exploit any part of the Content, b) mirror the Content on any other server, c) create any derivative works, c) attempt to avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that may be established with respect to the Content or d) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on or in the Content.
- You and your Authorized Users may not engage in systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory of any kind without our written permission. You may not use any robots, spiders, crawlers or other automated downloading programs or devices to search any Content, harvest personal information, or cause disruption to the Service.

- You and your Authorized Users may print or download Content for your own personal educational use, provided You keep intact all copyright and other proprietary notices. Achieve3000 shall have the right, but not the obligation, to remove any Content at any time.

## **6. COMMENTS**

During the Term, You, through your employees and agents, may contribute certain ideas, comments, criticisms, and suggestions for improvements, modifications, and other changes to the Services (including with respect to associated Content) (collectively, “**Comments**”). You agree that We may use, modify, and incorporate these Comments as We see fit and will own all rights to such Comments as incorporated into our Services.

## **7. PAYMENT TERMS**

Unless You and We agree otherwise in Your Written Order or Agreement, We may invoice You for Services and other items purchased hereunder in the case of one year agreements, on the day that you execute Your Written Order or Agreement, and in the case of multiple year agreements, on the day that you execute Your Written Order or Agreement and each anniversary thereof. Payment of the undisputed amounts set forth on each invoice shall be due within thirty (30) days of the date of the invoice. Should You dispute any portion of an invoice, You will communicate to Us in writing the basis of your belief that a portion of the invoice is incorrect no later than the date on which the invoice is to be paid in full, and shall engage with Us in good faith to resolve such dispute as expeditiously as reasonably possible. In the event that timely payment is not received, We shall have the right to deny You and your Authorized Users access to the Services until payment in full is received.

## **8. TAXES AND TAX RELATED OBLIGATIONS**

The rates and charges for Services do not include and You acknowledge that You are responsible for any sales, use, excise, gross receipts, personal property, privilege, and value added tax liabilities and any other duties or other transaction taxes or charges imposed by any governmental entity for products and Services provided under this Agreement, excluding only taxes based solely on our net income. You shall hold Us harmless from all claims and liabilities arising from the failure to pay any such taxes, including penalties, interest, duties, tariffs or charges. You will promptly reimburse Us for any and all taxes, assessment, permits and fees that We may be required to pay in connection with this Agreement or its performance.

You acknowledge that contemporaneous documentation (e.g., exemption certificate, etc.) is critical to insure that appropriate tax treatment is afforded and You agree to provide Us with the required documentation in a timely manner.

## **9. OUR GUARANTEE**

We will refund all payments received on a prorated basis for any Service provided hereunder other than fees received for Professional Development training, waive our right to future payment, and consider this Agreement revoked if, after You have provided Us the data described in Section 10 and have certified that the teacher of each class of students utilizing the Service(s) has completed the preparation described in Section 11, the Service(s) is/are not accessible and useable for extended periods of time by all of your Authorized Users.

## **10. STUDENT DATA**

In order to enable Us to provide the Services to You and your Authorized Users, You shall provide Us the following data in electronic form (in .CSV (comma separated values) or .XLS (Excel) format)

regarding each student whom You want to enable to use a Service: name of the student's school, student ID number, student first name, student last name and student grade level (collectively, "Student Data"). Alternatively, you can upload the data yourself. Visit the Achieve3000 Hub at [hub.achieve3000.com](http://hub.achieve3000.com) for secure data upload instructions.

At your request We will also accept, include in our reports to teachers and administrators, and treat as Student Data the following additional information: class code or room number, student race/ethnicity, student socioeconomic status, student disability, and such other information that you may request and that we can feasibly track in the course of delivering applicable Services. In our receipt and handling of Student Data, We will act as your contractor and provider of institutional or assessment services, as applicable, and will comply with associated provisions of the Department of Education's regulations under the federal Family Educational Rights and Privacy Act or "FERPA". We will only use Student Data in a manner that complies with Sections 99.33(a) of the Department of Education's FERPA regulations and is consistent with our Privacy Policy (which is set forth at <http://www.achieve3000.com/privacy-policy/>). You will treat our staff as authorized school recipients of education records under FERPA.

In addition, we do and will comply with the provisions of the Children's Online Privacy Protection Act ("COPPA") in the operation of the Achieve3000 website through which your Authorized Users will access and use Services.

Notwithstanding our reservation of right to revise these TOS and our Privacy Policy, no change to these TOS or our Privacy Policy that materially diminishes protections afforded Student Data will become effective with respect to You or your Authorized Users unless and until we have advised You of such change and received your written consent to such change.

## **11. TEACHER AND ADMINISTRATOR PREPARATION**

You will require the teacher of each class of students utilizing a Service to be familiar with its use before the teacher permits students, parents, and administrators to access and utilize the Service. Implementation planning and initial training Professional Development sessions, whether online or on-site, must be completed no later than sixty (60) days after the Subscription Start Date. All subsequent Professional Development sessions purchased hereunder, whether online or on-site, must be completed before the end of the period indicated in Your Written Order or Agreement. Such session(s) shall not "roll over" to a subsequent period and You will not be entitled to a refund for such unused sessions. All Professional Development sessions, whether online or on-site, not scheduled by You within the appropriate time frame as described in this paragraph shall be treated as having been provided by Us. Confirmed Professional Development sessions may be postponed and rescheduled without charge only upon forty-eight (48) hours' prior notice. Professional Development sessions canceled or postponed on less than forty-eight (48) hours' prior notice shall be treated as having been provided by Us.

We may make additional professional development opportunities available from time to time, on a selective basis, such as participation in a School of the Future<sup>®</sup> event. The costs of participation in such events, as well as any associated travel costs, are included in the cost of the Services.

## **12. INVALID LEVELSET ASSESSMENTS**

All invalid LevelSet assessments are excluded from reports and portfolios.

### **13. EMAIL COMMUNICATIONS**

You hereby authorize Us to send electronic mail to your teachers and school administrators for the following purposes:

1. delivering Professional Development and similar materials to your teachers and administrators; and
2. advising You of changes or additions to our Services or about any of our Services.

If You do not want your teachers and/or school administrators to receive such emails, please notify Us at [support@achieve3000.com](mailto:support@achieve3000.com).

### **14. SERVICE RELIABILITY**

Subject to our need to perform periodic and routine maintenance, we take reasonable measures to make our Services available 24 hours a day, seven days a week and to maintain saved information. However, technical failures, acts of God and routine and unscheduled maintenance may render one or more Services unavailable at times (including during normal business or school hours), and/or may result in the loss of information. We shall not be liable to You or anyone else for any loss of information or for the non-availability of any Service, unless such loss of information or non-availability of a Service has resulted from our gross negligence.

### **15. USER CONDUCT**

You agree that our Terms of Use set forth at <http://www.achieve3000.com/terms-of-use/> are reasonable and appropriate, and shall undertake reasonable measures to assist Us in enforcing such Terms of Use. Derogatory, harmful or unlawful conduct is not permitted on any Services. Your Authorized Users are not permitted to upload, distribute through, or otherwise publish any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party violate any law, or otherwise violate the Code of Conduct or any other provisions of the Terms of Use.

### **16. TERMINATION**

- You or We may terminate this Agreement immediately for default if the other party fails to cure all material defaults in its performance within ten (10) days of its receipt of written notice of its default(s) from the terminating party.
- Immediately upon the termination or expiration of any of Your Written Order or Agreement You and Your Authorized Users shall immediately cease use of all Service(s) purchased under that Written Order or Agreement. Should any Written Order or Agreement be terminated prior to its natural expiration, You shall pay Us all amounts owed for Services provided to You and Your Authorized Users under that Written Order or Agreement up to the effective date of such termination.

### **17. CHANGES TO SERVICES**

We are constantly innovating in order to provide the best possible instructional solutions to our customers' Authorized Users. You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to You. You further acknowledge that We may stop (permanently or temporarily) providing any features or may add new features within any Service at our sole discretion without prior notice to You.

## **18. LINKS TO OTHER SITES**

Our Services may contain hyperlinks to other sites or resources that are provided solely for the convenience and information of your Authorized Users. We are not responsible for the availability of external sites or resources linked, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from, or policies employed by, such sites or resources. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided. Accordingly, You should review the terms and conditions and privacy policies of each linked site, as its policies may differ from ours. If your Authorized Users decide to access linked third-party content and sites, they do so at their own risk.

## **19. CONFIDENTIALITY**

“Confidential Information” shall mean any and all non-public proprietary business, technical, and operational information disclosed by one party to the Agreement to the other party, including by or through its respective employee, agent, contractor, or representative, during the Term of this Agreement or in connection with correspondence or negotiations culminating in this Agreement, provided such information is clearly marked as “proprietary” or “confidential” or is of such nature that a person would reasonably understand the information to be of a confidential or proprietary nature. The terms of Your Written Order or Agreement which are unique to You shall be deemed to be Confidential Information of each of us.

Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party’s rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in performance of its obligations under this Agreement.

Notwithstanding Achieve3000’s Privacy Policy, Confidential Information of a party shall not include information which: (i) is as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party and without claim or challenge by the disclosing party to such public disclosure; (ii) was rightfully known to the receiving party as of the time of its disclosure; or (iii) is independently developed by the receiving party without reference to or reliance on Confidential Information of the disclosing party. Notwithstanding a party’s obligations hereunder, it may disclose the other party’s Confidential Information if it the party is required to disclose such Confidential Information pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such other party may seek a protective order or other appropriate remedy.

## **20. DATA OWNERSHIP AND LOCATION OF SERVICES**

You will own data on your Authorized Users’ use of our Services (“Program Data”) and the Student Data You provide to us. At your request, at the end of the Term of this Agreement or if and when You otherwise require, We will return or destroy in a verifiable manner Student Data in our possession and provide You with copies of associated Program Data We have not previously provided to You. To comply with applicable laws, we reserve the right to destroy or otherwise dispose of Student Data and Program Data you have not directed us to return or destroy following this Agreement’s Term. You agree that we may use Student Data and Program Data to provide the

Services, and that we may use Program Data for our internal purposes, for example, development and assessment of Services and Content.

The Services and Content are provided from, and Student Data and Program Data are stored on, servers located in the United States. You acknowledge and agree that we may provide the Services and Content, and store Program Data and Student Data, in this manner. You further confirm that, as applicable, your transfer of Student Data from outside the United States and our use and processing of such data in connection with delivery of Services to You and Authorized Users are consistent with laws applicable to your transfer and our processing of such data.

## **21. WARRANTIES AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION**

- We warrant that We have the full authority to grant the rights granted to You herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO ANY SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR UTILITY OF CONTENT, EFFECTIVENESS OF ANY SERVICE IN IMPROVING ANY STUDENT SKILL OR CAPABILITY, OR NONINFRINGEMENT, AND ANY WARRANTY THAT ANY SERVICE WILL BE AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, EACH SERVICE IS PROVIDED “AS IS” AND WITH ALL FAULTS, AND YOU UNDERSTAND THAT YOU ASSUME ALL RISKS OF THE SERVICE’S USE, QUALITY, AND PERFORMANCE.
- IN NO EVENT SHALL EITHER YOU OR WE, INCLUDING EITHER OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER YOU OR US OR ANY THIRD PARTY, EVEN IF YOU OR WE, AS THE CASE MAY BE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF A SERVICE BY ANY PERSON OTHER THAN OUR EMPLOYEES OR AGENTS. OUR TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES YOU PAID DURING THE TERM OF YOUR WRITTEN ORDER OR AGREEMENT. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT SHALL WE, INCLUDING OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND OUR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY CONTENT OR ANY SERVICE.

- FURTHER, IN NO EVENT SHALL WE, INCLUDING ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SERVICE OR CONTENT PROVIDED HEREUNDER TO YOU OR TO ANY AUTHORIZED USER
- We agree to indemnify and defend You and your employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that a Service provided to You hereunder infringes upon the copyright of a third party. If any such Service is held to infringe, or if in our opinion, such a claim is likely to occur, We may, at our sole option and expense, either: (i) procure for You and your Authorized Users the right to continue using the Service in question; or (ii) replace or modify the infringing Service Elements so that they become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then We may terminate your license to access and utilize the allegedly the infringing Service and We shall return the portion of your advance payment(s) associated with unconsumed Services. The preceding sentences in this bullet states our entire liability and obligation, and your exclusive remedy, for infringement.

## **22. GENERAL**

Nothing in this Agreement shall cause the relationship between You and Us to be anything other than that of independent contractors. None of your and our actions under this Agreement shall be joint, and You and We have not formed, and shall not form, a joint venture to perform either of our obligations hereunder. The failure of either party to require performance of any part of this TOS shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by an authorized representative of both You and Us. The rights and obligations of each party established herein are intended for the sole use and benefit of each of the parties and no one else. Accordingly, this TOS confers no rights upon any third party. Except for payment obligations, neither party shall be responsible for any delay or failure in its performance to the extent such delay or failure is caused by causes beyond a Party's reasonable control. You may not assign this Agreement without our prior written consent, and any attempted assignment of this Agreement without such consent shall be null and void. We may assign this Agreement to any entity that purchases all or substantially all of our assets or that obtains control of Us by purchase, merger or other means. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to You at the address set forth in Your Written Order or Agreement, and to Us at Achieve3000, Inc., 1985 Cedar Bridge Ave, Lakewood NJ 08701, Attn: Chief Executive Officer, or to You or Us at such other address as You or We may designate in writing from time to time. The following Sections shall survive the termination or expiration of this Agreement: 1, 5 – 9, 10, 16, and 19 – 22.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, USA, without regard to its principles of conflict of laws. You and We each agree that sole and exclusive jurisdiction and venue for any action or litigation relating to this Agreement shall reside with a federal or state court located in the State of New Jersey.

### **23. OUR CONTACT INFORMATION**

Achieve3000, Inc.  
1985 Cedar Bridge Ave  
Lakewood, NJ 08701  
732-367-5505  
info@achieve3000.com

### **ADDITIONAL RESOURCES**

Achieve3000 Technical and Organizational Measures  
Data Processing Addendum to Achieve3000 Terms of Service

## **DATA PROCESSING ADDENDUM TO ACHIEVE3000 TERMS OF SERVICE**

This Data Processing Addendum (“DPA”) is an addendum to and part of the Terms of Service and the Agreement between You and Achieve 3000. It applies to Achieve3000’s Processing of Personal Data that is subject to the European Union’s General Data Protection Regulation 2016/679 (the “GDPR”) (collectively, “Applicable Personal Data”) to provide the Services. The terms “You”, “We”, “Us”, “Authorized User”, and “Service” have the meanings given them in the Achieve3000 Terms of Service. Other capitalized terms used and not defined in this DPA have the meanings given them in the GDPR. In the event of a conflict between a provision of this DPA and Achieve3000’s Terms of Service, Achieve3000’s Privacy Policy, or another document constituting our Agreement with You, the DPA shall prevail.

### **1. Processing**

1.1 You (a) are the sole Controller of Applicable Personal Data or (b) You have been instructed by and obtained the authorization of the relevant Controller(s) to agree to the Processing of Applicable Personal Data by Achieve3000 as set out in this DPA. You appoint Achieve3000 as Processor to Process Applicable Personal Data. If there are other Controllers of Applicable Personal Data, You will identify them to Achieve3000 prior to providing their associated Applicable Personal Data to Achieve3000 for Processing.

1.2 A list of categories of Data Subjects, types of Applicable Personal Data, Special Categories of Personal Data and the processing activities is set out in Appendix A to this DPA. The duration of the Processing of Applicable Personal Data corresponds to the duration of the Services) We provide, unless You otherwise direct Achieve3000 in writing. The nature, purpose and subject matter of the Processing is the provision of the Services.

1.3 Achieve3000 will Process Applicable Personal Data according to your written instructions. The scope of your instructions for the Processing of Applicable Personal Data is defined by the Agreement, including this DPA, and, if applicable, your and your Authorized Users’ use and configuration of the features of the Service.

1.4 You may provide further Processing instructions that are legally required (“Additional Instructions”). If Achieve3000 believes an Additional Instruction violates the GDPR or other applicable data protection law, Achieve3000 will inform You without undue delay and may suspend the performance of Processing covered by the Additional Instruction until You have modified or confirmed the lawfulness of the Additional Instruction in writing. If Achieve3000 notifies You that an Additional Instruction is not feasible, You may terminate the affected Service or affected portion thereof by providing Achieve3000 with a written notice within one month after Achieve3000’s notification of the infeasibility of the Additional Instruction. In such case, Achieve3000 will refund a prorated portion of any prepaid charges for the Services period after such termination date.

1.4 You will serve as a single point of contact for Achieve3000. Consistent with Section 1.1, You will undertake to exercise all Controller rights in or over Applicable Personal Data on behalf of any other Controller(s) and to obtain all necessary permissions from such other Controllers. Achieve3000 shall be discharged of its obligation to inform or notify another Controller when Achieve3000 has provided such information or notice to You. Similarly, Achieve3000 will serve as a single point of contact for You with respect to its obligations as a Processor under this DPA.

1.5 Achieve3000 will comply with all EEA data protection laws and regulations (“Data Protection Laws”) in respect of the Services applicable to Processors. Achieve3000 is not responsible for determining the requirements of laws applicable to You as a Controller. As between the parties, You are responsible for determining the lawfulness of the Processing of the Applicable Personal Data. You will not use the Services in conjunction with Personal Data to the extent that doing so would violate applicable Data Protection Laws.

## **2. Technical and Organizational Measures**

2.1 Achieve3000 will implement and maintain technical and organizational measures or “TOMs” to ensure a level of security appropriate to the risk for Achieve3000’s scope of responsibility. The TOMs adopted by Achieve3000 have been documented by Achieve3000 and You may obtain additional information about the TOMs applicable to the Services by contacting Achieve3000.

2.2 TOMs are subject to technical progress and further development. Accordingly, Achieve3000 reserves the right to modify the TOMs provided that the functionality and security of the Services are not degraded.

## **3. Data Subject Rights and Requests**

3.1 To the extent permitted by law, Achieve3000 will inform You of requests from Data Subjects exercising their Data Subject rights (e.g. rectification, deletion and blocking of data) addressed directly to Achieve3000 regarding Applicable Personal Data. You shall be responsible to respond to such requests of Data Subjects. Achieve3000 will reasonably assist You in responding such Data Subject requests in accordance with Section 10.2.

3.2 If a Data Subject brings a claim directly against Achieve3000 for a violation of their Data Subject rights, You will indemnify Achieve3000 for any cost, charge, damages, expenses or loss arising from such a claim, provided that Achieve3000 has notified You about the claim and given You the opportunity to cooperate with Achieve3000 in the defense and settlement of the claim.

## **4. Third Party Requests and Confidentiality**

4.1 Achieve3000 will not disclose Applicable Personal Data to any third party, unless authorized by You or required by law. If a government or Supervisory Authority demands access to Applicable Personal Data, Achieve3000 will notify You prior to disclosure, unless prohibited by law.

4.2 Achieve3000 requires its personnel authorized to Process Applicable Personal Data to commit themselves to confidentiality and not Process such Applicable Personal Data for any other purposes, except on instructions from You or unless required by applicable law.

## **5. Audit**

5.1 Achieve3000 shall allow for and contribute to audits, including inspections, regarding the Processing of Applicable Personal Data that are conducted by You or another auditor mandated by You, in accordance with the following procedures:

- a. Upon Your written request, Achieve3000 will provide You or your mandated auditor with the most recent certifications and/or summary audit report(s), if and as applicable, that Achieve3000 has procured to test, assess, or evaluate the effectiveness of the TOMs.
- b. Achieve3000 will reasonably cooperate with You by providing available additional information concerning the TOMs, to help You better understand such TOMs or respond to the inquiry of a governmental authority.
- c. If further information is needed by You to comply with your own legal obligations or a competent Supervisory Authority’s request, You will so inform Achieve3000 in writing to enable Achieve3000 to provide such information or to grant You access to it.
- d. To the extent it is not possible to otherwise satisfy an audit obligation mandated by applicable law, only legally mandated entities (such as a governmental regulatory agency having oversight of Your operations), You, or your mandated auditor may conduct an onsite visit of the facilities used to provide the Serviced. Such visit will be during normal business hours of the applicable facility and will be conducted in a manner that causes minimal disruption to Achieve3000’s business, subject to coordinating the timing of such visit and to reduce any risk to Achieve3000’s other customers.

5.2 Each party will bear its own costs in respect of paragraphs a. and b. of Section 5.1. Any further assistance by Achieve3000 will be provided in accordance with Section 10.2.

## **6. Return or Deletion of Applicable Personal Data**

Upon termination or expiration of the Agreement, Achieve3000 will either delete or return Applicable Personal Data in its possession as set out in the respective DPA Exhibit, unless otherwise required by applicable law.

## **7. Subprocessors**

You authorize Achieve3000 to engage subcontractors to Process Applicable Personal Data ("Subprocessors"). A list of the current Subprocessors is set out in Appendix A. Achieve3000 shall impose substantially similar data protection obligations as set out in this DPA on any Subprocessor prior to the Subprocessor Processing any Applicable Personal Data.

## **8. Transborder Data Processing**

Achieve3000 is a participant in the Privacy Shield framework established by agreement between the European Union and the United States and administered by the International Trade Administration of the US Department of Commerce. As such, export of the Applicable Personal Data to Achieve3000 in the United States is deemed by the European Commission to constitute a transfer to a data importer in a jurisdiction with adequate safeguards.

## **9. Personal Data Breach**

Achieve3000 will notify You without undue delay after becoming aware of a Personal Data Breach with respect to the Services. Achieve3000 will promptly investigate the Personal Data Breach if it occurred on Achieve3000 infrastructure or in another area Achieve3000 is responsible for, and Achieve3000 will assist you as set out in Section 10.

## **10. Assistance**

10.1 Achieve3000 will assist You by implementing and maintaining the TOMs, insofar as possible, for the fulfillment of Your obligation to comply with the rights of Data Subjects and in ensuring compliance with Your obligations relating to the security of Processing, the notification of a Personal Data Breach, and the Data Protection Impact Assessment, taking into account the information available to Achieve3000.

10.2 You will make requests for any Achieve3000 assistance referred to in this DPA in writing. Achieve3000 will charge You no more than a reasonable charge to perform such assistance or Additional Instructions, such charges to be set forth in a quote by Achieve3000 and agreed in writing by the You and Us, or as set forth in an applicable change control provision of the Agreement.

## **APPENDIX A TO THE DATA PROCESSING ADDENDUM**

This Appendix A is an integral part of the Data Processing Addendum and provides additional details about the Processing of Applicable Personal Data attendant to its provision of the Services.

### 1. Categories of Data Subjects

The types of Data Subjects whose Applicable Personal Data will be Processed are as follows:

- (a) Student users of Achieve3000 Services;
- (b) Teachers and other employees of schools and school districts that are customers of Achieve3000 Services and who interact with the Achieve3000 Services.

### 2. Types of Personal Data Processed

- (a) Student's name;
- (b) Student's school name and location;
- (c) Student's grade level;
- (d) Student's class or curriculum identifier;
- (e) As requested by school, student's ethnicity, gender, socio-economic, or familial background;
- (f) Data regarding student's completion and performance with respect to Services and Service modules;
- (g) Names of teachers and school administrators;
- (h) Contact information for teachers and school administrators administering Services.

### 3. Types of Processing Activities Anticipated

Achieve3000 will Process Applicable Personal Data solely to providing the Services, including providing reports regarding student completion of and performance on Service modules. Types of Processing activities associated with Services delivery and reporting include receiving, storing, combining, parsing, transmitting, associating Personal Data with Service accessing, reporting, and performance data, updating, correcting, transforming, reading, assessing and analyzing, and deleting.

### 4. Subprocessors

The following entities may serve as Subprocessors of Applicable Personal Data in connection with Achieve3000's provision of the Services:

- (a) RLS Education
- (b) Rackspace, Inc.
- (c) Amazon Web Services



# Terms of Use

**Version Effective Date: May 25, 2018**

Welcome to the Achieve3000® Website and the Achieve3000 Learning System, the Internet-based learning system that integrates technology into the classroom curriculum!

The Achieve3000 Learning System is provided to you by Achieve3000, Inc. (“**Achieve3000**”, “**we**” or “**us**”), through our websites (collectively, the “**Website**,” or the “**Site**”). To assist you in using our Website and associated Achieve3000 Learning System, and to ensure a clear understanding of the relationship arising from your use of our Site, we have created (i) these Terms and Conditions of Use (the “**Terms**”) and (ii) a Privacy Policy. Our Privacy Policy (which you may access using the following link, <http://www.achieve3000.com/privacy-policy>, or at the applicable link at our Website) explains how we treat information you provide to us through the Site and our Learning System, and our Terms govern your use of our Site and Learning System. Our Terms and Privacy Policy apply to casual visitors to our Site (“**Site Visitors**”), as well as to users who are authorized to access the password-protected areas of the Site (“**Authorized Users**”).

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR SITE.**

## **1. Your Agreement**

These Terms govern, as applicable, (i) your use of the Website, (ii) your receipt of and participation in Achieve3000 Learning System services through the Website (the “**Services**”), and (iii) your use of content obtained through the Site or via the Services (the “**Content**”). Please read these Terms carefully; they impose legal obligations on you and on Achieve3000, and establish our legal relationship. By using the Services or Content or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

## **2. Relationship with Your School**

Achieve3000 enters into relationships with schools and school districts, whereby Achieve3000 agrees to provide students and others in or associated with such schools or school districts with access to its Services and Content (a “**School District Agreement**”). If your school or school district has entered into this type of agreement with Achieve3000 (a “**Participating School District**”), then you are eligible to receive the benefits of these Services and Content.

## **3. Obtaining a Password; Use of Your Password**

If you are an Authorized User, we will provide you with a user id and a password. You are eligible for a user id and password if you are within a Participating School District, and you are either (i) a student, (ii) a teacher, or (iii) an administrator identified to us by the Participating School District or you are the parent of an identified student. You will use your user id and password to access the password-protected areas of our Website to obtain Services and Content.

Please keep in mind that we will treat anyone who uses your user id and password as “you.” We will provide this user with all of the rights and privileges that we provide to you. Therefore, we recommend that you maintain your user id and password in confidence, and that you refrain from disclosing this information to anyone who might “pretend” to be you with respect to the Services and your use of our Website. We also recommend that you notify us immediately if you suspect that someone is using your user id and password in this manner.

#### **4. Grant of Rights to Website Visitors**

As a general Website visitor, you are granted the right to access all areas of the Website other than the password-protected areas (“**Permitted Visitor Areas**”). You may access and view Permitted Visitor Areas for your personal and non-commercial use for educational purposes only, and you may not modify, copy, distribute, or otherwise use Content or Services available on these Permitted Visitor Areas.

#### **5. Grant of Rights to Authorized Users**

In this Section, Achieve3000 gives to Authorized Users – meaning Participating School District students, parents of students, teachers, and administrators (for purposes of this section only, “**You**” and “**Your**”) – access to the Services and Content procured associated with the applicable Participating School District and School District Agreement. In this section we also impose restrictions on Your use of our Content outside the Services. Similar to a “library” that keeps track of books it has lent, and limits circulation to users with library cards, we prohibit circulation of our Content and Services to users who do not have passwords, as further detailed below.

##### **5.1 Rights to Access and Use for Educational Purposes**

Subject to Your compliance with these Terms, Achieve3000 hereby grants You the right to access and use the Website and the Services and Content we offer to Your school through the Website. These rights are strictly limited to Your personal, educational, and non-commercial use of the Website, Services, and Content in connection with Your schoolwork, if You are a student, or the assignment of schoolwork or monitoring of an associated student’s progress, if You are a parent, teacher, or administrator.

##### **5.2 Right to Print Content for Classroom Use**

Subject to Your compliance with these Terms, Achieve3000 hereby grants You the right to make copies of the Content, so long as you comply with the following requirements: (i) You make and use the copies solely for educational purposes with other Authorized Users, (ii) You use the copies within a classroom or other educational setting where only Authorized Users are present (with the exception of incidental persons who may be present in de minimis numbers); (iii) the number of copies You make is reasonable in light of such purposes; and (iv) You retain and in no way obscure or modify any and all Content-related copyright or other proprietary notices on the copies.

##### **5.3 Duration of Rights**

You will continue to enjoy your rights under Section 5.1 (Rights to Access and Use for Educational Purposes) and Section 5.2 (Right to Print Content for Classroom Use) for the duration of the applicable School District Agreement, unless Your password is revoked or suspended for misconduct, as set out in Section 10 (Revocation or Suspension of Use Privileges).

#### **6. Achieve3000 Ownership; Reservation of Rights**

The information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property on the Website, or embodied in the Services or the Content, are the proprietary property of Achieve3000 and its licensors and are protected by U.S. and international copyright and other intellectual property laws. Achieve3000 retains all rights with respect to the Website, the Services, and the Content except those expressly granted to you in these terms. You

agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material on the Website except as expressly allowed in Section 5.2 (Right to Print Content for Classroom Use), or unless specifically authorized in writing by Achieve3000.

## 7. Links to Third-Party Sites

The Website may contain links or produce search results that reference links to third party websites (collectively “**Linked Sites**”). Achieve3000 has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. Achieve3000 does not endorse the content of any Linked Site, nor does Achieve3000 warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

Although we take no responsibility for Linked Sites, if you experience a problem with a Linked Site, please let us know at [office@achieve3000.com](mailto:office@achieve3000.com), and we will investigate the link and take appropriate action.

## 8. Code of Conduct

Our Website provides chat rooms, bulletin boards, email services, and other services that allow you to interact with other Authorized Users (“**Interactive Services**”). As a condition to your use of the Website, the Services, and the Content, including the Interactive Services, you agree to follow our Code of Conduct, set out below. Under this Code of Conduct, you will not:

- Use the Website in a manner that could disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site, such as through sending “spam” email.
- Seek to obtain access to any materials or information we have not intentionally made available to you through the Website, whether through “hacking” or through other means.
- Submit material that is intentionally false, defamatory, threatening, or harassing. For example, you will not display or distribute messages that harass an individual or group because of their sex, race, religious beliefs, national origin, physical attributes, or sexual preference.
- Infringe our or any third party’s copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Note that electronic materials – such as music, videos, games, images, and text in electronic form — can easily be copied, modified and sent over networks (such as the Internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. You may not transmit such materials over the Website without the copyright owner’s permission or without a legitimate “fair use” justification for the transmittal.
- Collect or attempt to collect electronic copies of Content through screen shots, screen scraping, or other manual or automated techniques.
- Disseminate materials that invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private, or sensitive information about another person, without that person’s consent.
- Distribute outside the group of Authorized Users within your class and school information these users have submitted for use on the Website.
- Transmit or display obscene materials, particularly those that contain child pornography or other pornographic images or content.
- Frame, or assist third parties in framing, any of the Web pages contained in the Website. Such *framing* is strictly prohibited under these Terms.
- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming or routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

- Create direct or indirect links to other websites or to this Website from other websites if you lack express written permission or the authority to do so.
- Seek to use for financial gain the Website, related computer facilities, or information available on the Website.
- Use the Website for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website, Services, or Content to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

We will enforce the above Code of Conduct as we deem necessary. Please understand, however, that Achieve3000 does not control – and does not necessarily endorse — the content, messages, or information found in any Interactive Service. When you participate in the Interactive Services, you do so at your own risk, and we expressly disclaim responsibility for the content, messages, or information found in any Interactive Service.

### **9. Monitoring of Interactive Services; Removing Postings**

We expect each user of our Website to act responsibly and to respect the rights of others. We seek to protect the integrity and security of our computing systems and to protect our community of users from claims of intellectual property infringement and other claims or threats, such as those detailed in our Code of Conduct. Toward these ends, we reserve the right in our discretion to (i) monitor your use of the Website and email and other messages transmitted through the Website, (ii) restrict or foreclose access to certain Internet sites or other resources via the Website, and (iii) take other actions we deem necessary to protect our community of users and our resources. Due to this monitoring, you cannot expect that communications through our Website will remain “private” or otherwise free from our review.

Although we have no – and assume no — obligation to monitor activities on our Website, please understand that we employ filters designed to detect and block the transmission of messages that contain sexually explicit or otherwise inappropriate language. We notify teachers when we detect the use of such language. We reserve the right to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct.

### **10. Revocation or Suspension of Use Privileges**

We reserve the right at any time to terminate or suspend your access to some or all of the Interactive Services or the Website if you engage in an activity that we conclude, in our discretion, breaches our Code of Conduct.

Users should also understand that our Code of Conduct is based in many instances on principles of state and federal law. Users who violate our Code of Conduct accordingly may be exposed under these state and federal laws to criminal charges or civil liability to harmed parties for compensatory damages and attorney’s fees. Achieve3000 reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

### **11. Privacy and Your Disclosure of Information through Interactive Services**

We value your privacy and the privacy of all our users. Please review our Privacy Policy for information on how we collect, use, and protect your personally identifiable information. These protections, however, do not apply to information you choose to disclose to other Authorized Users through our Interactive Services. Although Authorized Users are bound, under our Code of Conduct, to refrain from disseminating information from our Website and its Interactive Areas to anyone other than their classmates participating in the Service (and their parents, teachers, and administrators), we

cannot assure you that this will be the case. Therefore, if you are under age thirteen (13), you may not post any personally identifying information about yourself on the Website without the express permission of your parent or guardian. And if you are thirteen (13) or over, you should disclose personally identifiable information advisedly.

## **12. Submitted Content**

If you post content to our Website, by electronic mail or otherwise, we will treat the content as non-confidential and nonproprietary to you. By posting content on the Website, you authorize us to use and allow others to use, distribute, modify, and copy the content, without compensation to you and for so long as we deem warranted (collectively, "**Use Rights**"). Moreover, in posting this content to our Website, you warrant that you have sufficient authority and right to post the information and provide these Use Rights.

## **13. Warranty Disclaimer**

Achieve3000 does not promise that the Website will be error-free or uninterrupted, or that the Website will provide specific results from your use of any content, search, or link on it. The Website, and all Services and Content within them are delivered on an "AS IS" and "AS AVAILABLE" basis. Achieve3000 does not warrant or represent that files you download from the Achieve3000 sites will be free of viruses or other harmful features. ACHIEVE3000 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE AND RELATED SERVICES OR LINKED WEBSITES IS AT YOUR SOLE RISK.

## **14. Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL ACHIEVE3000 BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE WEBSITE, THE SERVICES, OR THE CONTENT. IN NO EVENT SHALL ACHIEVE3000'S AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THE WEBSITE, THE SERVICES, OR THE CONTENT EXCEED THE GREATER OF: (I) \$250.00 OR (II) THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO ACHIEVE3000 FOR ACCESSING THE WEBSITE DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

## **15. Indemnity**

You agree to defend, indemnify, and hold harmless Achieve3000 and its subsidiaries, affiliates, officers, directors, agents, and employees for and from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

## **16. Contact for Alleged Copyright Infringement**

Achieve3000 respects the intellectual property rights of others and requires that its users do the same. If you believe that Content on the Achieve3000 Website or other activity taking place on the Website constitutes infringement of a work protected by copyright (a "**Work**"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "**DMCA**") to respond to such concerns, as follows:

Achieve3000  
1985 Cedar Bridge Avenue  
Lakewood, NJ 08701  
**Email:** [office@achieve3000.com](mailto:office@achieve3000.com)

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

#### **17. Access to the Achieve3000 Site**

You are solely responsible for the costs of obtaining access to the Website. That access may involve third-party fees (such as Internet service provider or airtime charges), as well as necessary equipment.

#### **18. Additional Terms for Certain Services or Sites**

We may offer certain Achieve3000 websites or services that are subject to additional or different terms and conditions. We will notify you if the site or service you are accessing is subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in such sites or services, if you do not agree with the differing terms and conditions.

#### **19. Modifications to these Terms**

We may modify these Terms from time to time to comply with applicable laws or changes to our operations. Modifications to these Terms shall take effect proactively once you access the Website after modification of the Terms. Please feel free to print out a copy of these Terms for your records.

#### **20. Assignment**

These Terms shall not be assignable by you, either in whole or in part. Achieve3000 reserves the right to assign its rights and obligations under these Terms.

#### **21. General**

Our Website, Services, and Content and information that you provide to us via our Website are provided and maintained on computing infrastructure located in the United States. If you use our Website from a Member State of the European Union or another region of the world with laws governing data collection and use that differ from those of the United States, then you acknowledge and agree that you are transferring information outside of those regions to the United States and that, by providing information on or to the Website, you consent to that transfer.

These Terms shall be governed in all respects by the laws of the State of New Jersey without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of New Jersey, in the judicial district that includes Lakewood, New Jersey. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts.

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Achieve3000's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Achieve3000 and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

## **22. Survival**

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

Section 6 (Achieve3000 Ownership; Reservation of Rights)

Section 11 (Privacy and Your Disclosure of Information through Interactive Services)

Section 12 (Submitted Content) (with respect to Use Rights)

Section 13 (Warranty Disclaimer)

Section 14 (Limitation of Liability)

Section 15 (Indemnity)

Section 20 (Assignment)

Section 21 (General)

Section 22 (Survival)

## **23. Contact Us**

You may contact us for any reason at the following addresses:

**Attention:** Achieve3000

1985 Cedar Bridge Avenue

Lakewood, NJ 08701

**Phone:** 1-888-968-6822

**Email:** [office@achieve3000.com](mailto:office@achieve3000.com)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** November 8, 2018

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

**FROM:**  
La Mirada School  
Luis Ramos, Principal

**INITIAL:** *MLG*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT AND ADDENDUM WITH CREEDE REPERTORY THEATRE FOR THE 2018 YOUNG AUDIENCE OUTREACH TOUR PRESENTATION AT LA MIRADA SCHOOL

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**BACKGROUND INFORMATION:**

Creede Repertory Theatre creates a diverse repertory season of plays, new works, and dynamic education programs. "Seeds of Change" is geared for students grades K-6 with poetic Shakespearean language and a musical that empowers and motivates action, emphasizing on conservation, environment, science and math. It encouraging audience participation and reinforces themes with a study guide and illustrated book.

Three performances will be held on November 14th and 15th at La Mirada School through the generous contribution of Allan D. Simon and Stefani R. Simon, this event will be at no cost to the District.

**RECOMMENDATION:**

Approve the agreement and addendum with Creede Repertory Theatre for the 2018 Young Audience Outreach Tour presentations titled "Seeds of Change" to be held at La Mirada School on November 14th and 15th at no cost to the District.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

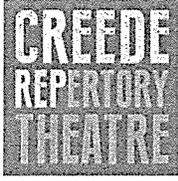
<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> <i>new</i>
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" 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; width: 100%; text-align: center; padding: 5px;">N/A</div> <small>(Amount)</small>	<div style="border: 1px solid black; width: 100%; text-align: center; padding: 5px;">N/A</div> <small>(Name of funding source and/or location)</small>			<div style="border: 1px solid black; width: 100%; text-align: center; padding: 5px;">--</div> <small>(Funding account number)</small>	

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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



# PERFORMANCE AGREEMENT

## 2018 Young Audience Outreach Tour

### Seeds of Change

Performance Date: November 14-15, 2018  
Performance Time: 8:30am and 10:00am  
Performance Location: La Mirada  
Elementary  
Address: 222 Avenida De La Madrid, San  
Ysidro, CA 92173  
School District: San Ysidro Elementary  
School District

Venue Contact Name: Luis Ramos  
Venue Contact Phone: (619) 428-4424  
Venue Contact Email:  
luis.ramos@sysdschools.org  
CRT Contact Name: Johamy Morales  
CRT Contact Phone: (719) 658-2540 ext. 227  
CRT Contact Email: [johamy@creederep.com](mailto:johamy@creederep.com)

Creede Repertory Theatre, Inc. (hereinafter "CRT") hereby agrees to perform *Seeds of Change* as a part of the 2018 Young Audience Outreach Tour on the performance date listed above at La Mirada Elementary (hereinafter "Venue").

**Theatre agrees to the following:**

1. Royalties: CRT agrees to pay any royalty or licensing fees associated with the production.
2. Curriculum: CRT agrees to provide Venue with appropriate curriculum materials no less than 14 days prior to performance date listed above.
3. Technical Rider: CRT agrees to provide the Venue with a Technical Rider to provide detailed requirements of the Venue.
4. Set-up and Load out: CRT performers and manager will be responsible for set-up, strike and load out of all CRT provided technical equipment, costumes and scenic elements.

**Venue agrees to the following:**

1. Curriculum: Venue agrees to distribute curriculum in advance of the performance so educators can prepare students for the event.
2. Technical Rider: Venue agrees to provide a suitable space, as explained in the Technical Rider. See attached.
3. Payment: Unless there is a third party financial sponsor, Venue agrees to provide indicated payment no later than the conclusion of the final performance.

**Cancellation Policy:**

1. The performance schedule may be changed by mutual consent of both CRT and Venue.
2. In the event either CRT or Venue is prevented from fulfilling this agreement by causes beyond reasonable control (i.e.: physical disability, the acts or regulations of public authorities, natural disaster), both parties shall be relieved of obligation to this agreement.
3. In the event Venue cancels the performance(s) within 14 days of the performance date(s) listed below for any reason, excluding those listed section 2 of this policy, the Venue is responsible for the full invoice. Should CRT re-book the dates in question, the Venue will be released from financial obligation. In this instance, CRT retains the right to terminate obligations as explained in this agreement.



*Single YAOT performance fee = \$715.*

Performance	11-14-18	Location:	La Mirada	# of Students:	_____
Date:	_____				
Performance	11-15-18	Location:	La Mirada	# of Students:	_____
Date:	_____				
Performance	11-15-18	Location:	La Mirada	# of Students:	_____
Date:	_____				



2018 Young Audience Outreach Tour Fee	\$715 * 3
Allan D. Simon and Stefani R. Simon Gift	-\$2,145
<b>Balance Due</b>	<b>\$0</b>
Payment Date (For office use only)	

*Sponsor Org (For CRT office use only):* \_\_\_\_\_ *Amount Pledged: \$* \_\_\_\_\_



Signature	Date	Signature	Date
Johamy Morales, Education Director			
Creede Repertory Theatre			

Please return this signed agreement no later than 60 days prior to the performance date listed  
above to:

Creede Repertory Theatre  
Attn: Johamy Morales  
PO Box 269  
Creede, CO 81130

Email  
johamy@creederep.com

Creede Repertory Theatre and San Ysidro School District  
Performance Agreement  
2018 Young Audience Outreach Tour

**ADDENDUM**

Both Creede Repertory Theatre and the San Ysidro School District (DISTRICT) agree to the following:

- **INDEMNIFICATION:**

To the fullest extent permitted by law, Creede Repertory Theatre 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 Creede Repertory Theatre, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Creede Repertory Theatre'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. Creede Repertory Theatre's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Creede Repertory Theatre, the DISTRICT, its officials, officers, employees, agents, or volunteers.

- **INSURANCE:**

Creede Repertory Theatre shall maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance naming the San Ysidro School District as additional insured and with the proper additional insured endorsements.

All Coverages. Insurance policy required by this Agreement shall be 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 Amendment to the Performance 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.

\_\_\_\_\_  
CREEDE REPERTORY THEATRE  
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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Board Approved