

# San Ysidro School District Governing Board

## **AGENDA**

Thursday  
October 11, 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.

Ocean View Hills School  
Auditorium  
4919 Del Sol Blvd.  
San Diego



**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, SEPTEMBER 13, 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, September 13, 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 the **San Ysidro Middle School – Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

**MINUTES**

**1. CALL TO ORDER** Who: President Pallasigue Time: 5:04 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 - *Absent – Representing the district at the NALEO Conference in Florida*

Mr. Antonio Martinez, Member

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

**4. AGENDA**

The Board approved the agenda with the following corrections:

- 1) Pulled Closed Session Items 6.2 and 6.3
- 2) Pulled and then tabled Consent Calendar Item 13B.17

Motion: Pallasigue Second: Martinez 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 5:07 p.m. in accordance with section 54954.5 regarding:**

**6.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)**

Pursuant to Government Code Section 54956.9(d)(1)

Case: San Ysidro School District vs. Manuel Paul

Case No. 37-2015-00003840-CU-NP-CTL

**6.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter) - *Pulled***

Pursuant to Government Code Section 54956.9(d)(1)

Case: Project: La Mirada And Smythe Elementary Schools Modernization American Arbitration Association

Case No:01-18-001-0481

**6.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter) - *Pulled***

Pursuant to Government Code Section 54956.9(d)(1)

Case: BAP Power Corp. DBA Cenergy Power vs. Manzana Energy, Inc. and San Ysidro School District  
Case No. 30-2018-00990177-CU-CO-CJC

**6.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)**

Pursuant to Government Code Section 54956.9(d)(1)

Case: San Diegans for Open Government vs. San Ysidro School District, et. al.  
Case No. 37-2017-00048800-CU-MC-CTL

**6.5 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: 5

**6.6 GOVERNMENT CODE SECTION 54957.6**

**CONFERENCE WITH LABOR NEGOTIATORS (Zummo)**

Agency Negotiators: Daniel Zummo - Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

**6.7 GOVERNMENT CODE SECTION 54957 (Zummo)**

**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

**RECONVENED into OPEN SESSION at 6:09 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 took the following action in Closed Session:

- 1) Joseph Sanchez, District Legal Counsel, on behalf of the Board, reported on item 6.1: The Board unanimously voted, with Mr. Linares absent, to enter into a settlement agreement regarding the lawsuit entitled San Ysidro School District vs. Paul, Case No. 37-2015-00003840.
- 2) Joseph Sanchez, District Legal Counsel, on behalf of the Board, reported on item 6.7: In regards to the appeal filed with the Board and heard originally on July 12, 2018, the Board voted unanimously, with Mr. Linares absent, to uphold the investigation report dated April 2, 2018.

**7. CALL TO ORDER** Who: President Pallasigue Time: 6:09 p.m.

**8. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS**

**8.1** Softball City Champions (Calleros)

**8.2** CAASPP & CAA Academic Excellence Students (Gonzalez)

**8.3** Perfect Attendance Classified Employees (Zummo)

**8.4** Director of Child Nutrition Services - Paloma Perez (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).

**Tom Kitch, Commented:** 1) He used to work as a substitute teacher in the district and was let go over spring break last year and wasn't given a reason. He stated, "the district should have a higher standard." 2) Parents didn't like his children's read alouds dedicated to the children of San Ysidro so he deleted them and moved them to private. His YouTube channel is all about singing. 3) He donated a trophy he won to Smythe School and has done nice things for kids. 4) Would like to be considered for reinstatement to substitute teaching again.

**Drew Skinner, Broadway Bound, Commented:** 1) He worked with Tony Plana to create Broadway Bound. 2) It was a successful program last year and kids had a lot of fun. Believes it's more than acting, singing and dancing, it's character builder. 3) Showed a video of last year's performance.

**Angela Amoroso, Broadway Bound, Commented:** 1) Last year, they had a verbal agreement and moved forward in good faith until the contract was prepared. This year, they had the same verbal approval confirmed with emails. 2) Mrs. Colom called to let them know of a possible cancellation of the program because it was too expensive. 3) They prepared during the summer and hired the same teachers. The program is seven dollars an hour per child. 4) It's tragic for the children and the teachers who will be out of work.

**Karla Vasquez, Kindergarten Teacher, Commented:** 1) Her kindergarten class was affected with the changes. 2) Mentioned other classes having smaller class counts and not being closed. Would like to know why her class was chosen. 3) Seniority wasn't taken into consideration.

**Delbert Moreno, CSEA, Commented:** 1) The last administration did not treat the senior members of CSEA correctly. 2) He volunteered for two months in the district because help was needed with computers. He was hired and has been with the district twenty years. 3) Shared the story of the Parable of the Hummingbird.

**Gloria Esquivas, Parent, Commented:** 1) She represents a parent from Sunset School. 2) She filed a complaint over a situation that happened to her at Sunset. Met with Mr. Zummo, filed a report, and he said they would follow up as soon as possible. Months have passed and nothing has been resolved. 3) Met with Mr. Zummo in June and he was going to resolve her problem during the summer break. Nothing has been done and what happened to her was serious. 4) She has another appointment with Mr. Zummo in September. She's been the one sending emails with contact information of her witnesses and not the district. 5) Mr. Burciaga and staff members have changed their attitudes towards her. She will be filing a complaint against Mr. Zummo and Mr. Burciaga, because it's not fair that she reported this in May and nothing has been done. 6) Hopes her situation gets resolved by the end of this month.

**Olga Espinoza, Parent, Commented:** 1) She's been fighting her son's case for two years and waiting for an answer. Her son was beaten and asked to drink water from the urinal. 2) She received a copy of the Titan Report a year ago in October and a year later, there is still no resolution. Asked the Board what they are doing to resolve it. 3) Mentioned speaking to the Board at many meetings. No one has tried to reach her. 4) She's volunteered and has done many things for the community. 5) She's been retaliated against by school personnel and parents. Deserves an immediate answer. 6) The Board has allowed bullying at schools for too long while children are getting physically and emotionally abused at our schools. 7) She would like to close this case with a resolution. Asked Mr. Zummo what he was going to do.

**Olga Espinoza, Parent, Commented:** 1) The street and block of 4300 Otay Mesa Road is very dangerous. 2) Accidents have taken place from vehicles coming in and out of the middle school and the school district entrance. It's dangerous for our children, pedestrians and all vehicles that use this road. 3) All schools in districts have cross paths, signs, bumps, lighting, and stop signs for a safer crossing for the children. 4) She is collecting signatures to send to the city, county and mayor. Asked the district to help and demand a safer street environment for all.

**Steve Figueroa, Parent Advocate, Commented:** 1) Mentioned that he is here to give notice that we filed a petition with the U.S. Department of Education for the district's failure to deal with the bullying. The case has been accepted, has a case number and are here to serve the Board. This could result in the district losing its federal funding because the Board refuses to address the issue of bullying. 2) Mentioned that this parent (Carmen Ordoñez) and other parents will join them to make it a class complaint. 3) It appears that when a bully complains, you retaliate against the victim. The U.S. Department of Education is the appropriate agency to deal with the bullying. 4) He is here on behalf of Angel who's been denied the right to go the restroom. When his mother complained, they threatened and harassed her. 5) They are requesting an independent investigation from an agency or firm of parent's choice that is not associated with the district. 6) They are asking the district to review and develop new bullying and anti-bullying policies, to take bullying much more seriously and to have a town hall meeting with parents to discuss bullying. 7) Had Angel serve the court documents to the district. 8) No one offered Uniform Complaint Procedure forms when the parent complained. 9) The district owes Angel. You deal with the bullying or it gets expensive for the district.

**Zenaida Rosario, Teacher, Commented:** 1) Thanked Dr. Potter for giving her the opportunity to participate and serve as a reader at the state level for the applications to select the 2019 Teachers of the Year. 2) It's time for the Board and administration to show good faith in supporting those who impact students the most, teachers. 3) Some classrooms are being dissolved throughout the district. She knows about the numbers, but doesn't know the selection process on who gets dissolved and teachers getting sent somewhere else. 4) Many classes throughout the district have lower class sizes than twenty. If we want more kids receiving champion awards, we need lower class sizes to really serve our students. 5) Classes will fill up. We are getting students enrolled in school every day. 6) Parents are expressing concerns and saying they will take their kids out of this district. They should receive letters at the beginning of the school year telling them there is a chance that within thirty days we will have to make changes. 7) She is happy to see cabinet visiting the classrooms. Asked cabinet to visit classrooms when they are in the twenties in lower grades and in the forties in upper grades. Teachers will need more support in their classrooms. 8) Teachers with seniority didn't get first choice to stay at a school. Seniority should count.

**Jennifer Espinosa, Parent, Commented:** 1) Shared concerns about a kindergarten teacher that is going to be removed from Smythe School. This was done suddenly and doesn't think it's fair. 2) The children used to cry at the beginning and now they've already bonded. 3) We received a letter saying that the teacher will be removed on Monday. The new teacher should have been put in the classroom to socialize with the children. 4) The children will be put in larger groups and teachers will have double the work with no assistants or children will be sent to another school. If this happens, her son will not remain in the San Ysidro School District. 5) There is only one English teacher and she doesn't want her son in bilingual education. The teacher is pregnant and will leave. Asked if the teacher will change again. 6) She wants Ms. Vazquez to stay and to have two English and two bilingual teachers at Smythe School.

**Elizabeth Leos, Parent, Commented:** 1) Her daughter is in Ms. Vazquez' class and it was difficult for her to adapt. Now, that she has adapted, made progress and friends, the teacher is being taken away. 2) She wants her daughter in English classes only, not dual language. Her daughter is feeling anxious with this transition. 3) She would like Ms. Vazquez to stay.

**Alejandra McGann, Parent, Commented:** 1) She agrees and would like Ms. Vazquez to stay. 2) The other English teacher is pregnant and will go on maternity leave. That will be another change for the children. 3) Teachers have different styles of teaching and children at that age bond with their teachers. She doesn't want her daughter in dual language. 4) Asked the Board to visit a kindergarten class after school to see how much work the teachers do and the time they dedicate after class. 5) Thanked parents that volunteer.

**Fernanda Preciado, Parent, Commented:** 1) Shared concerns about her daughter learning because it's only been a month and it's hard for kids to gain confidence and warm up to a new teacher with a change of environment. 2) She is also concerned about having only one English class.

## 10. ITEMS FROM THE BOARD & SUPERINTENDENT

**Clerk Diaz, Commented:** 1) Congratulated all the kids that were recognized and their parents for supporting the kids and the teachers. 2) Thanked the employees and asked the principals to make sure they thank the employees for their hard work and to also thank parents. 3) Mentioned that it's a very different feeling. We have some setbacks with classes, but it's more than a numbers game. It's a California not giving us money game because we don't have enough children to support so many classes. 4) He feels for the parents that spoke. The Board will continue to work to make the best possible situation for our kids. 5) Mentioned that with Dr. Potter's leadership, we are moving in the right direction. 6) Acknowledged Ocean View Hills School for being a California Distinguished School this past year. The challenge is to make sure that more schools get recognized until they've all been recognized. 7) Thanked everyone for attending the board meeting.

**Member Martinez, Commented:** 1) Thanked all the parents for attending and the students for being recognized. 2) He likes the idea of having the recognitions before the Board meetings. 3) Thanked Connie for hosting the Board meeting. 4) Mentioned that SYMS is special to him because when it comes to a child's education, seventh and eighth grade are important. It's a transition period in children's lives. 5) He advocated for electives in middle schools to give kids the opportunity to take classes that are more than just math and English. Would like the kids to take music, theatre and dance taught by our teachers, and technology and woodshop. 6) He would like us to have a conversation with Sweetwater and San Ysidro High School to see how we could articulate the classes. When kids have more options, they want to come to school. 7) He is happy with the progress made with the Bond Oversight Committee and encouraged the community to apply. 8) He would like the community involved when it comes to ideas for the Beyer site. 9) Thanked Dell Moreno for everything. 10) Thanked everyone for attending the Board meeting.

**President Pallasigue, Commented:** 1) Thanked all the families for attending the Board meeting. 2) Thanked SYMS for hosting the Board meeting. 3) It's difficult to hear about your failures. 4) Enjoys sitting with Dr. Potter talking about issues, focusing on kid issues and classroom needs. She is relearning what is priority. 5) The Board needs growth because it went through a lack of leadership. It's been a very difficult two years and hard to separate the laundry list of issues. 6) Dr. Potter has been here a short period of time and to say there is failure on her part is unfair. 7) Her child was bullied in the district and they dealt with it. She was not on the Board at the time. 8) It angered her to hear that someone would threaten the funding of the district. She would like to resolve things amicably. Asked for collaboration, cooperation and positivity. 9) The reassignment process needs to be revisited especially at the kindergarten age. 10) Appreciates this community. Hopes everyone can work together to make it more safe. 11) Believes we are positioned and facing the right direction with a great captain.

**Vice-President Lopez, Commented:** 1) It's important that we recognize our kids. 2) Thanked Connie for hosting the Board meeting. 3) Thanked Dr. Potter for visiting the school sites with Board members. It was rewarding to see what is going on in the classroom at different school sites. 4) She was brought up here, went to school here, kids and grandchildren too. It's a blessing to see the people we have that give so much. 5) We will be put back on the map. Doesn't care what people from the outside think. They don't live here, are not here on a daily basis and don't see what our kids go through. 6) Mentioned that the City of San Diego doesn't pay attention to San Ysidro. We need to work together as a community to bring the services that we deserve for our families. They are responsible for the safety of our kids and in making our streets better. 7) We will look into the teacher that was moved. It hurts to hear that kids that are starting school and see their teacher as a mom, will now have another teacher. 8) Her grandson was put in another class. If there is a teacher that is absent we need to provide a substitute. 9) Dr. Potter is a step ahead trying to resolve things, but it takes time. There are procedures that we have to follow, federal and state laws that govern us. 10) Thanked everyone for what they do for the community.

**Superintendent Potter, Commented:** 1) Started school visits a few weeks ago with Board members and cabinet. Mentioned seeing incredible work happening in classrooms with the children. 2) Thanked Connie for hosting the Board meeting. 3) Thanked Monica, Miguel, Dell, Cynthia, Kelli and principals. 4) It was fantastic to see so many proud children on the stage with their trophies. 5) Acknowledged Ryan Dikes for being District Teacher of the Year and mentioned that he will be going to A Salute for Teachers

this Saturday. 6) Mentioned that Zenaida Rosario was our very own California Teacher of the Year. 7) She is excited to have another chance to recognize another teacher. 8) Invited the community to the Cesar Solis Park Grand Opening on September 19, 2018, at 3:00 p.m. 9) Thanked Nick Marinovich for helping start the Bond Oversight Committee. 10) Announced that the next presentation will cover the new after school Pathways Program that the Board has been envisioning for a few years.

**11. CONFERENCE SESSION**

**Reports/Presentations**

**11.1 SYSD Pathways Extended Learning Program - Omar Calleros**

**12. GENERAL ADMINISTRATION**

**12.1 MINUTES**

The Board approved the minutes of the Regular Board Meeting of August 9, 2018 and minutes of the Special Board Meetings of August 9, 2018 and August 24, 2018.

Motion: Martinez                      Second: Diaz                      Vote: 4-0

**12.2 REVISED ORGANIZATIONAL CHART (Zummo)**

The Board approved the revised Organizational Chart- Business Services.

Motion: Diaz                              Second: Pallasigue                      Vote: 4-0

**12.3 ANNUAL PUBLIC HEARING REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION (Hay)**

The Board opened/closed the annual public hearing regarding Sufficiency of Instructional Materials and Williams Settlement Legislation Instructional Materials funds for the 2018-2019 fiscal year.

There were no public comments.

Motion: Diaz                              Second: Lopez                      Vote: 4-0

**12.4 RESOLUTION NO. 18/19-0019 - DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2018-19 (Hay)**

The Board adopted Resolution No. 18/19-0019 determining Sufficiency of Instructional Materials for fiscal year 2018-2019.

Motion: Pallasigue                      Second: Martinez                      Vote: 4-0

**12.5 RESOLUTION NO. 18/19-0020 TO SUPPORT RED RIBBON WEEK, OCTOBER 23-31, 2018 "LIFE IS YOUR JOURNEY, TRAVEL DRUG FREE" (Gonzalez)**

The Board approved Resolution No. 18/19-0020 to support the activities during the Red Ribbon Week on October 23-31, 2018, with expenditures not to exceed \$2,000.00 for bracelets from the General fund.

Motion: Pallasigue                      Second: Martinez                      Vote: 4-0

**12.6 RESOLUTION NO. 18/19-0021 AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2018-19** (Adrianzen)

The Board approved Resolution No. 18/19-0021 designating Ms. Marilyn Adrianzen, Chief Business Official, as an authorized agent to the Purchase Card account to carry out District business effective September 14, 2018.

Motion: Pallasigue      Second: Lopez      Vote: 4-0

**12.7 2017-2018 UNAUDITED ACTUALS FINANCIAL REPORT** (Adrianzen)

The Board approved the 2017-2018 Unaudited Actuals Financial Report. Chief Business Official, Marilyn Adrianzen, will provide a presentation on the Unaudited Actuals.

Motion: Pallasigue      Second: Diaz      Vote: 4-0

**12.8 ADOPTION OF RESOLUTION NO. 18/19-0022 AND APPROVAL OF THE EDUCATION PROTECTION ACCOUNT (EPA) EXPENDITURE REPORT FOR 2017-18 FISCAL YEAR** (Adrianzen)

The Board adopted Resolution No. 18/19-0022 and approve the Education Protection Account (Prop 55) Expenditure Report for fiscal year 2017-18. The EPA Expenditure Report for 2017-2018 will be published on the District’s website for public view.

Motion: Pallasigue      Second: Lopez      Vote: 4-0

**12.9 RESOLUTION NO. 18/19-0023 EDUCATION PROTECTION ACCOUNT (EPA) FOR 2018-19 FISCAL YEAR.** (Adrianzen)

The Board approved Resolution No. 18/19-0023 adopting the Education Protection Account (Prop 55) for fiscal year 2018-19.

Motion: Pallasigue      Second: Diaz      Vote: 4-0

**12.10 RESOLUTION NO. 18/19-0024 FOR APPROPRIATION LIMIT (GANN LIMIT)** (Adrianzen)

The Board approved Resolution No. 18/19-0024 Adopting the Gann Limit for the 2017-18 school year and Appropriations Limitation Recalculation and the 2018-19 Estimated Appropriations Limitation.

Motion: Pallasigue      Second: Diaz      Vote: 4-0

**12.11 NOMINATIONS - CSBA DIRECTORS-AT-LARGE ASIAN/PACIFIC ISLANDER AND HISPANIC** (Potter)

The Board recommended not to nominate any candidate for the CSBA Director-at-Large Asian/Pacific Islander and Hispanic.

Motion: Pallasigue      Second: Lopez      Vote: 4-0

**13. CONSENT CALENDAR**

The Board approved the Consent Calendar.

Motion: Pallasigue      Second: Martinez      Vote: 4-0

**13A. CURRICULUM & INSTRUCTION**

**13A.1 AREA G MIDDLE SCHOOL LEADERSHIP CONFERENCE (Gonzalez)**

The Board approved the attendance of 60 middle school students and 2 adult chaperones to the Area G Middle School Leadership Conference at Del Mar Fairgrounds on September 26, 2018 at a cost not to exceed \$2,400.00 from the ASB Funds.

**13A.2 RAZ-KIDS AND READING A-Z AS SUPPLEMENTAL MATERIALS FOR LITERACY/GUIDED READING (Gonzalez)**

The Board approved the purchase of Raz-Kids and Reading A-Z as supplemental materials for literacy for the 2018-19 school year at a total cost of \$34,542.72 from the Title I fund.

**13A.3 PARTICIPATION IN THE 7<sup>TH</sup> GRADE COMPACT FOR SUCCESS CAMPUS VISIT TO SAN DIEGO STATE UNIVERSITY (Gonzalez)**

The Board approved the participation of Seventh grade students from Vista Del Mar and San Ysidro Middle Schools to the Compact for Success Campus visit to the San Diego State University on Saturday, October 27, 2018 at an estimated cost of \$3,500.00 from the Supplemental and Concentration fund.

**13A.4 EDUCATIONAL FIELD TRIPS FOR SCHOOL YEAR 2018-2019 (Gonzalez)**

The Board approved/ratified the educational field trips to different destinations for students in grades Kindergarten to Eighth from all schools for the 2018-2019 school year. Student fees and transportation services will be covered from Fundraising, Donations, Museum Grants and the Supplemental and Concentration Fund as needed.

**13A.5 FIELD TRIPS FOR SCHOOL UNIFORMS FROM THE ASSISTANCE LEAGUE OF GREATER SAN DIEGO (Medina)**

The Board approved the field trips to Operation School Bell for La Mirada and Ocean View Hills and to Target Plaza Bonita for Sunset, Smythe and Willow Schools on the following dates: September 18 and 19, 2018 and October 9, 16 and 23, 2018. The estimated cost for transportation is \$2,500.00 from McKinney-Vento fund.

**13A.6 PROFESSIONAL DEVELOPMENT (Gonzalez)**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Adriana Garcia, Maida Gonzalez, Veronica Aguayo, Rodrigo Amezcuita, Marisela Gonzalez, Rafael Estrada, Nirvana Bustos, Monica Olivan, Veronica Medina, Kelli Hay	Annual Summit on Student Engagement and Attendance	San Diego	October 12, 2018	\$700.00	General Fund and McKinney-Vento Funds
Omar Calleros	BOOST Conference	Palm Springs	April 30-May 3, 2019	\$1,900.00	General Fund
Dalia Gonzalez, Sylvia Robledo	Introduction to Restorative Justice Training and Using Circles Effectively	SDCOE	September 13 & 26, 2018	\$200.00	General Fund

Anais Medina Flores, Erika Patrick Ibarra	South County SELPA SEIS Training	SCREC	September 11, 2018	\$0	No Cost
Manuel C. Paul, Anais Medina Flores, Erika Patrick Ibarra, Martha Murillo, Denise Villezcas, Rick Quintana, Miguel Aguilera	Assessing Suicidal Students Workshop	San Diego	September 14, 2018	\$315.00	Special Ed. Fund
Oscar Madera	Every Child Counts Symposium	Anaheim	February 13-15, 2019	\$1,400.00	Special Ed. Fund
Erika Patrick Ibarra	Pattern of Strengths and Weaknesses Model (PSW) 101	Online Class	6 months to complete course	\$45.00	Special Ed. Fund
Oscar Madera, Veronica Medina	San Diego Countywide ESSA Cost Sharing Transportation Agreement Meeting	SDCOE	August 30, 2018	\$0	No Cost
Omar Calleros	ASES City Span Training	SDCOE	August 30, 2018	\$0	No Cost
David Alkass, Juan Torres, Michelle Patterson, Nadean Perez, Alma Sanchez, Carina Ponce, Nicole Scarlett, Carolanne Brandt, Sarina Hemungkorn, Marisela Lozano	California Science Test Academy	San Diego	October 16, 2018	\$3,000.00	Title II Fund
Adriana Aguilar, Patricia Burch, Gloria Mena	2018-19 CAASPP Institute	San Diego	October 22-23, 2018	\$750.00	Title II Fund
Denise Villezcas, Rick Quintana	Restorative Practices Training of Trainers	San Diego	September 24-25, 2018	\$400.00	Special Ed. Fund
Sharon Aguilera, Alana Arciaga, Jessica Davis, Nohemi Yescas, Entelechy Saron, Ted Vega	Kagan Structures for Engagement and Achievement  -Revised-	San Diego	August 14-15, 2018	\$4,170.99	Title I Fund
Jesus Sanchez	Southwest Security Expo and Educational Seminar	Anaheim, CA	October 2-6, 2018	\$907.00	General Fund
Veronica Medina	Joint Homeless and Foster Youth Care Liaison/ Building Asset Based Relationships with Families	SDCOE	September 17, 2018	\$0	No Cost

Veronica Medina, Kelli Hay	Student Records, Custody and Residency	SDCOE	September 27, 2018	\$250.00	General and McKinney-Vento Funds
Veronica Medina	National Association for the Homeless Children and Youth	Anaheim, CA	October 28-30, 2018	\$1,300.00	McKinney- Vento Fund
Oscar Madera	Critical Issues Conference 2018	Palm Springs, CA	October 24-26, 2018	\$500.00 (Registration fees paid by SELPA)	Special Ed. Fund
Omar Calleros	Equity Symposium 2018	San Diego, CA	September 27-28, 2018	\$349.00	Sponsored by Region 9 Technical Assistance Center (RTAC)
Kelli Hay	California Title I Conference 2018	Los Angeles, CA	October 9-11, 2018	\$1,500.00	Title I Fund
Eliseo Alba, Cruz Delgado	Bard HVAC Workshop	Anaheim, CA	October 4-5, 2018	\$630.00	General Fund
Marilyn Adrianzen, Amber Elliott, Daniel Chavez, Courtney Foster	2018 PeopleSoft User's Conference	SDCOE	October 22, 2018	\$0	No Cost

### 13B. BUSINESS

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

The Board approved/ratified the purchase orders incurred by the District during the period July 18, 2018 through August 30, 2018.

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

The Board approved/ratified the expenditures incurred by the District during the period of July 21, 2018 through August 30, 2018 for a total expenditure of \$3,620,531.89.

#### 13B.3 AGREEMENT WITH NINYO & MOORE - REVISED (Adrianzen/Branch)

The Board approved/ratified the revised agreement with Ninyo and Moore to perform geotechnical engineering, lab services, and special inspections to prepare for DSA closeout of the La Mirada and Smythe Modernization Projects in an amount up to \$8,234.00 from the Building and General funds.

#### 13B.4 AGREEMENT WITH AGUILAR ARCHITECTS FOR SERVICES TO CLOSE PROJECT WITH COMPLIANCE - REVISED (Adrianzen/Branch)

The Board approved the revised agreement with Aguilar Architects to perform an analysis/report of items that require attention in order to prepare for DSA closeout of the La Mirada and Smythe Modernization Projects at a cost up to \$48,090.00 from the Building and General funds.

- 13B.5 AGREEMENT WITH FORENSIC ANALYTICAL CONSULTING SERVICES- REVISED (Adrianzen)**  
The Board approved the revised agreement with Forensic Analytical Consulting Services to perform environmental testings such as microbiology, asbestos, lead and particle identification, on an “as needed” basis in an amount up to \$20,000.00 from the General fund.
- 13B.6 AGREEMENT WITH JOHNSON CONTROLS (Adrianzen/Branch)**  
The Board approved the agreement with Johnson Controls to provide preventive maintenance and repair services for HVAC systems on an “as needed” basis in an amount up to \$30,000.00 from the General fund.
- 13B.7 AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA (Adrianzen)**  
The Board approved the agreement with School Services of California Inc. for Fiscal and Management Information Services from October 1, 2018 to September 30, 2019 at an estimated cost of \$4,310.00 from the General fund.
- 13B.8 AGREEMENT WITH WESTCOAST SECURITY & INVESTIGATIVE AGENCY (Adrianzen)**  
The Board approved/ratified the agreement with WestCoast Security & Investigative Agency, LLC to provide a security survey at a cost up to \$2,700.00 from the General fund.
- 13B.9 MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR PARTICIPATION IN THE MIDDLE SCHOOL ATHLETIC LEAGUE DURING SCHOOL YEAR 2018-2019 (Calleros)**  
The Board approved/ratified the Memorandum of Understanding with Sweetwater Union High School District for participation in the Middle School Athletic League in an amount up to \$20,000.00 to be paid from the Supplemental and Concentration fund.
- 13B.10 PURCHASE AGREEMENT WITH COMMON GOAL SYSTEMS, INC. FOR THE TEACHER EASE SOFTWARE PROGRAM (Gonzalez)**  
The Board approved/ratified the purchase agreement with Common Goal System, Inc. for the Teacher Ease Software Program that will serve as a parent communication portal for the San Ysidro Middle School and Vista Del Mar Middle School at a cost of \$4,292.00 from the Supplemental and Concentration fund.
- 13B.11 AGREEMENT WITH ACHIEVE3000 FOR DIFFERENTIATED LITERACY (Gonzalez)**  
The Board approved the agreement with Achieve3000 for a Differentiated Literacy Solution package to be renewed for La Mirada, Smythe and Willow Schools at a total cost of \$40,208.75 from the Supplemental and Concentration fund.
- 13B.12 AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM - 6<sup>TH</sup> GRADE CAMP (Gonzalez)**  
The Board approved/ratified the 2 and 3-year agreements with the San Diego County Office of Education for sixth grade students to attend the Cuyamaca Camp at an estimated annual cost of \$88,991.70 from student fees, school fundraisers and the Supplemental & Concentration fund.
- 13B.13 AGREEMENT WITH DOCUMENT TRACKING SERVICES (Hay)**  
The Board approved the license agreement with Document Tracking Services to provide a web-based system to track critical documents in order to meet the Federal Program Monitoring requirements at a cost up to \$2,500.00 from General fund.

**13B.14 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC AGENCIES FOR 2018-2019 SCHOOL YEAR (AMENDMENTS) (Madera)**

The Board approved/ratified the amended 2018-19 San Diego County Nonpublic Master Contracts for the above-mentioned nonpublic agencies to provide specialized services for students with special needs in an amount up to \$1,019,360.00 from the Special Education fund.

**13B.15 AGREEMENT WITH THE COLLEGE BOARD FOR TEACHER TRAINING - SPRINGBOARD MATH PROGRAM FOR GRADES 6TH - 8TH (Gonzalez)**

The Board approved the agreement with The College Board to provide Professional Development for the SpringBoard Program for teachers in grades 6<sup>th</sup> – 8<sup>th</sup>, with a cost up to \$13,000.00 from the Title II fund.

**13B.16 AGREEMENT WITH RAPTOR TECHNOLOGIES, LCC (Hay)**

The Board approved the agreement with Raptor Technologies, LCC for a Visitor Management System at a cost of \$13,800.00 from the General Fund.

**13B.17 AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY (Adrianzen) – *Tabled***

Approve the agreement with Gloria Gonzalez Photography to provide school portraits and other specialty items for students and staff for school year 2018-19.

**13B.18 DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD (Varela-Reed)**

The Board approved the destruction of documents dated from 2010 to 2012 related to the Preschool & Child Development Programs that have been retained beyond the legal retention period per California Code of Regulations Section 16025. The cost for these services is in an amount up to \$300.00 from the Preschool & Child Development fund.

**13B.19 AGREEMENT WITH MARINOVICH CONSULTING (Adrianzen)**

The Board approved agreement with Marinovich Consulting to assist the District with the implementation plan to address recommendations made by County of San Diego Audit Office of Audits & Advisory Services (OAAS) in its 2016 Report and to assist with the formation of the Bond Program Oversight Committee at a cost up to \$30,000.00 from the 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
- 13C.2** Substitute Campus Aide
- 13C.3** Substitute Campus Security
- 13C.4** Substitute Child Nutrition Specialist
- 13C.5** Substitute Clerk
- 13C.6** Substitute Custodian
- 13C.7** Substitute Instructional Aide

**REVISED JOB DESCRIPTION (Zummo)**

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

- 13C.8** Transportation Operations Technician

**RETIREMENT (Zummo)**

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

- 13C.9** Lead Child Nutrition Specialist

**RECRUITMENT (Zummo)**

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

**13C.10** Instructional Health Care Assistant

**13D. PERSONNEL – CERTIFICATED**

**EMPLOYMENT (Zummo)**

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

**13D.1** Certificated Probationary Staff

**13D.2** Substitute Permit Teachers

**13D.3** Substitute Teachers

**13E. PERSONNEL – MANAGEMENT**

**EMPLOYMENT (Zummo)**

The Board ratified the revised start date (8/22/2018) for the following as recommended by staff:

**13E.1** Classified Management Staff

**RESIGNATION (Zummo)**

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

**13E.2** Classified Management Staff

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

**14. ADJOURNMENT** Time: 8:49 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT**  
4350 Otay Mesa Road San Ysidro, CA 92173  
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

**SPECIAL MEETING OF THE GOVERNING BOARD**  
**THURSDAY, SEPTEMBER 13, 2018**  
**4:00 p.m.**

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, September 13, 2018 at 4:00 p.m., and conducted its business meeting at the **San Ysidro Middle School – Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173.**

**MINUTES**

**1. CALL TO ORDER** Who: President Pallasigue Time: 4:04 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 - *Absent – Attending on behalf of the school district the NALEO Conference in Florida*

Mr. Antonio Martinez, Member

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

**4. AGENDA**

The Board approved the agenda for the meeting.

Motion: Martinez 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 4:06 p.m. in accordance with section 54954.5 regarding:**

**6.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)**

Pursuant to Government Code Section 54956.9(d)(1)

Case: San Diegans for Open Government vs. San Ysidro School District, et. al.

Case No. 37-2017-00048800-CU-MC-CTL

**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: 4

**RECONVENED into OPEN SESSION** at 5:03 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 took the following action in Closed Session:

- 1) Joseph Sanchez, District Legal Counsel, on behalf of the Board, reported on Item 6.2 - Conference with Legal Counsel Anticipated Litigation. The Board voted unanimously, with Mr. Linares absent, to uphold the investigation report dated April 2, 2018.

President Pallasigue made the motion to adjourn the meeting, seconded by Member Martinez. The vote was 4-0.

**7. ADJOURNMENT**                      Time: 5:04 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT**  
4350 Otay Mesa Road San Ysidro, CA 92173  
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

**SPECIAL MEETING OF THE GOVERNING BOARD**  
**SATURDAY, SEPTEMBER 8, 2018**  
**9:00 a.m.**

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Saturday, September 8, 2018 at 9:00 a.m., and conducted its business meeting at the **San Ysidro School District - Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

**Minutes**

**1. CALL TO ORDER** Who: President Pallasigue Time: 9:00 a.m.

**2. ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board  
Mrs. Rosaleah Pallasigue, President  
Mrs. Irene Lopez, Vice-President  
Mr. Marcos A. Diaz, Clerk - *Absent due to a funeral*  
Mr. Rodolfo Linares, Member  
Mr. Antonio Martinez, Member - *Arrived at 9:15 a.m.*

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

**4. AGENDA**

The Board approved the agenda.

Motion: Pallasigue Second: Lopez Vote: 3-0

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

None at this time.

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

**6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 9:01 a.m. in accordance with section 54954.5 regarding:**

**6.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)**

Pursuant to Government Code Section 54956.9(d)(1)

Case: BAP Power Corp. DBA Cenergy Power vs. Manzana Energy, Inc. and San Ysidro School District

Case No. 30-2018-00990177-CU-CO-CJC

**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: 5

**RECONVENED into OPEN SESSION at 12:04 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.

President Pallasigie made the motion to adjourn the meeting, seconded by Member Martinez. The vote was 4-0.

**7. ADJOURNMENT**                      Time: 12:05 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:** October 11, 2018

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

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

**INITIAL:** DZ  
 Informational  
 Action

**AGENDA ITEM:** REVISED ORGANIZATIONAL CHART – BUSINESS SERVICES

---

**BACKGROUND INFORMATION:**

According to Board Policy 4301, the District shall maintain a current District organization chart which designates lines of primary responsibility and the relationships among all District positions.

**RECOMMENDATION:**

Approve the revised Organizational Chart for the Business Services Department.

---

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

**Goal #1: Student Achievement – 1.5 Staffing**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MW

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

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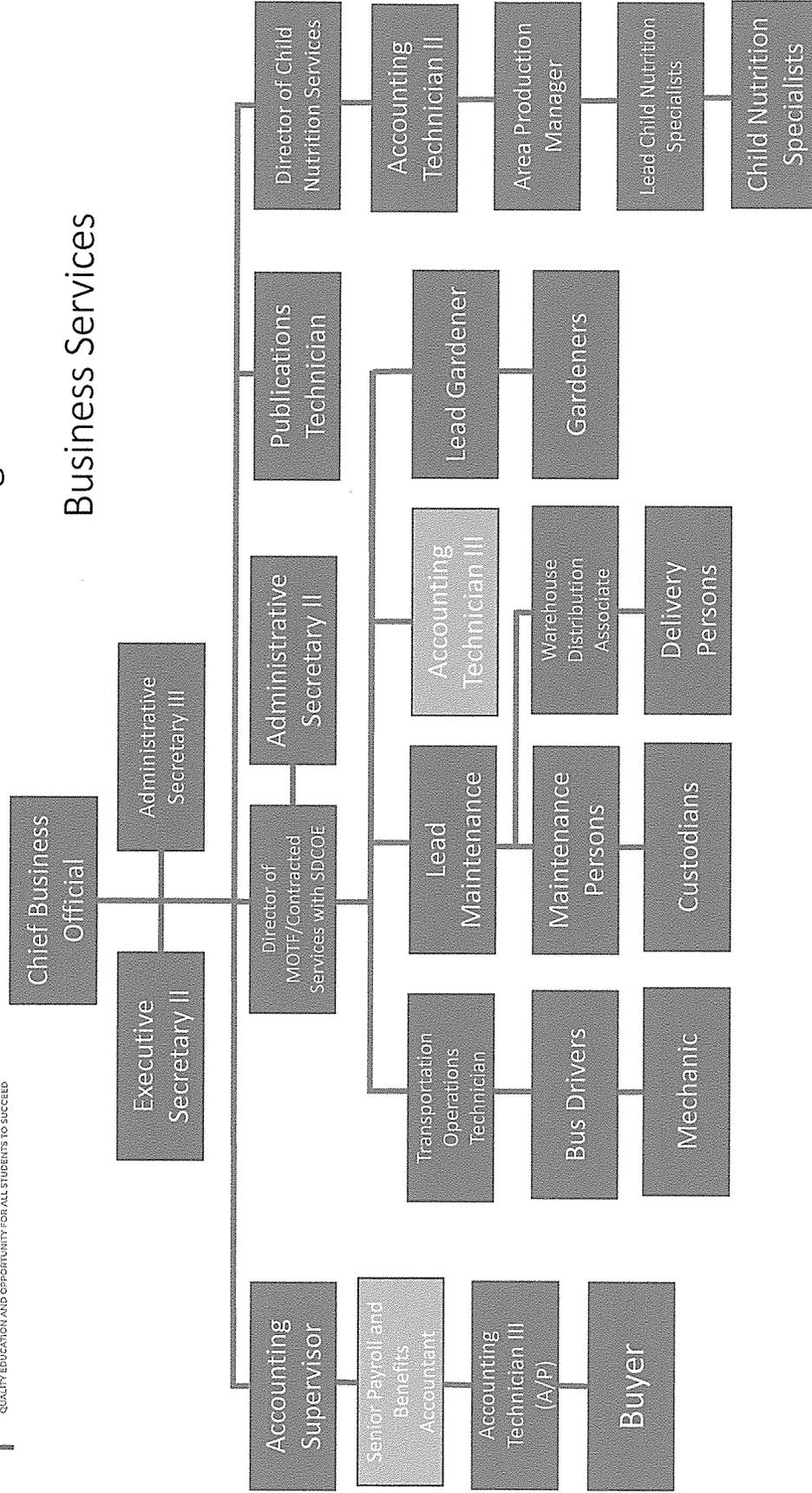
Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



Business Services



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** DZ  
 Informational  
 Action

**AGENDA ITEM:** MEMORANDUMS OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR RECLASSIFICATIONS

---

**BACKGROUND INFORMATION:**

Administration recommends approval of the attached Memorandums of Understanding between the San Ysidro School District and the California School Employees Association for reclassifications.

**RECOMMENDATION:**

Approve the Memorandums of Understanding between the San Ysidro School District and the California School Employees Association for reclassifications.

---

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

**Goal #1: Student Achievement – 1.5 Staffing**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: None

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

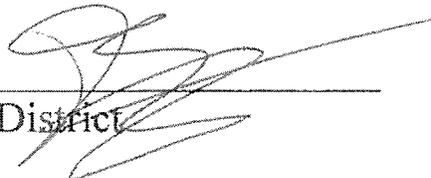


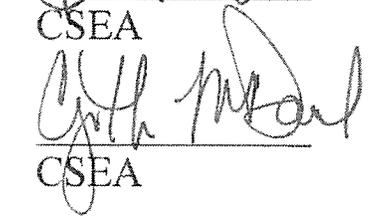
Quality education and opportunity for all students to succeed

**Memorandum of Understanding  
Between  
San Ysidro School District  
And  
California School Employees Association  
And its Chapter #154  
September 12, 2018**

We hereby mutually agree to the following:

1. The Instructional Health Care Assistant job classification's step range shall be increased from 7-11 to 9-13.
2. Jacob Rodriguez shall be reclassified from Admin Clerk II to Data Support Specialist from 8-12 to 16-20.
3. Samuel Aguilar shall be reclassified from Maintenance Person to Maintenance/Painter 10-14 to 15-19.
4. All reclassifications shall be retroactive to January 1, 2018.

  
District

  
CSEA  
  
CSEA



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 3, 2018**

We hereby mutually agree to the following:

1. Daniel Chavez shall be reclassified from Accounting Technician III to Senior Payroll and Benefits Accountant.
2. The reclassification shall take effect upon Governing Board approval and CSEA procedures.

District

CSEA

CSEA

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** DZ  
 Informational  
 Action

**AGENDA ITEM:** MEMORANDUMS OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SAN YSIDRO EDUCATION ASSOCIATION FOR REIMBURSEMENTS

---

**BACKGROUND INFORMATION:**

Administration recommends approval/ratification of the attached Memorandums of Understanding between the San Ysidro School District and the San Ysidro Education Association to reimburse the following employees for the completion of their Autism Spectrum Disorder added authorization programs:

Lozano, Marisela  
Raygoza, Maria  
Villegas, Josefina  
Yescas, Nohemi

**RECOMMENDATION:**

Approve/ratify the Memorandums of Understanding between the San Ysidro School District and the San Ysidro Education Association for above-mentioned reimbursements.

---

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

**Goal #1: Student Achievement – 1.5 Staffing**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MM

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

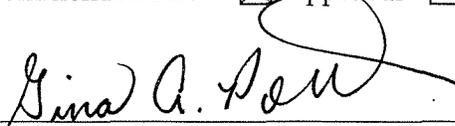
(Name of funding source and/or location)

(Funding account number)

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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

**Memorandum of Understanding  
By and Among the  
San Ysidro School District,  
San Ysidro Education Association and  
Marisela Lozano**

This Memorandum of Understanding ("MOU") is entered into by and among the San Ysidro School District ("District"), San Ysidro Education Association ("SYEA") and Marisela Lozano ("Employee") regarding the necessary certification for employees to teach special education students with Autism Spectrum Disorders ("ASD").

**Recitals**

1. Designated certificated staff are required to obtain a valid ASD Authorization in order to continue teaching students with ASD, in accordance with the requirements of the California Commission on Teacher Credentialing ("CCTC"), California Education Code, and Department of Education.
2. Employee's current duties include teaching students with ASD.
3. Employee does not have a valid ASD Authorization and is not currently enrolled in a program to obtain a valid ASD Authorization.
4. It is in the Parties' interests to ensure that Employee promptly enrolls in and successfully completes a program for the purpose of obtaining a valid ASD Authorization.

**Agreement**

1. **Enrollment in Program.** By no later than October 1, 2017, Employee agrees to enroll in a program for the purpose of obtaining a valid ASD Authorization ("Program") and provide documentation demonstrating her enrollment in the Program. To satisfy this paragraph, Employee must enroll in: San Diego County Office of Education Autism Spectrum Disorders Added Authorization Program.
2. **Successful Completion of Program.** Upon enrolling, Employee agrees to participate in the Program in good faith, and to successfully complete the Program no later than August 31, 2018, , unless the Parties mutually agree to another date. Upon completion, Employee shall provide the District with documentation demonstrating her successful completion of the Program.
3. **Continued Employment.** While enrolled in the Program, Employee may continue to perform teaching duties for the District, as authorized by her current teaching credential(s) and as assigned by the District in accordance with state law, District policy and the collective bargaining agreement between the District and SYEA.
4. **Reimbursement.** Upon successfully completing the Program, the District agrees to reimburse Employee for the cost of Employee's enrollment in the Program. Unless otherwise



**Memorandum of Understanding  
By and Among the  
San Ysidro School District,  
San Ysidro Education Association and  
Maria Raygoza**

This Memorandum of Understanding (“MOU”) is entered into by and among the San Ysidro School District (“District”), San Ysidro Education Association (“SYEA”) and **Maria Raygoza** (“Employee”) regarding the necessary certification for employees to teach special education students with Autism Spectrum Disorders (“ASD”).

**Recitals**

1. Designated certificated staff are required to obtain a valid ASD Authorization in order to continue teaching students with ASD, in accordance with the requirements of the California Commission on Teacher Credentialing (“CCTC”), California Education Code, and Department of Education.
2. Employee's current duties include teaching students with ASD.
3. Employee does not have a valid ASD Authorization and is not currently enrolled in a program to obtain a valid ASD Authorization.
4. It is in the Parties' interests to ensure that Employee promptly enrolls in and successfully completes a program for the purpose of obtaining a valid ASD Authorization.

**Agreement**

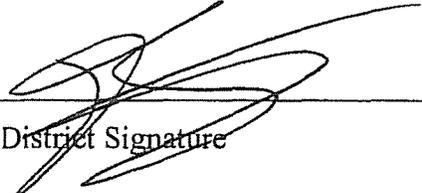
1. **Enrollment in Program.** By no later than February 1, 2018, Employee agrees to enroll in a program for the purpose of obtaining a valid ASD Authorization (“Program”). To satisfy this paragraph, Employee must enroll in: San Diego County Office of Education Autism Spectrum Disorders Added Authorization Program. Employee shall, within five (5) calendar days of the execution of this Agreement, provide the District with documentation demonstrating her enrollment in the Program. Failure to provide such documentation will constitute a breach of this Agreement and sufficient cause for the District to terminate this Agreement.
2. **Successful Completion of Program.** Upon enrolling, Employee agrees to participate in the Program in good faith, and to successfully complete the Program no later than August 31, 2018, unless the Parties mutually agree to another date. Upon completion, Employee shall provide the District with documentation demonstrating her successful completion of the Program.
3. **Continued Employment.** While enrolled in the Program, Employee may continue to perform teaching duties for the District, as authorized by her current teaching credential(s) and as assigned by the District in accordance with state law, District policy and the collective bargaining agreement between the District and SYEA.

4. Reimbursement. Upon successfully completing the Program, the District agrees to reimburse Employee for the cost of Employee's enrollment in the Program. Unless otherwise mutually agreed to by the Parties, that amount will not exceed \$1,500.00. The District will provide said reimbursement to Employee following her submission of the appropriate invoice(s) and other documentation demonstrating that Employee successfully completed the Program. Employee acknowledges and understands that she is not entitled to any reimbursement should Employee fail to successfully complete the Program as set forth herein. The District makes no representations regarding the federal and/or state tax consequences of said reimbursement payment, or the consequences of the payment with respect to any employee retirement system.

5. Consequences. Employee acknowledges and understands that if she fails to obtain a valid ASD Authorization within the prescribed time period in this Agreement, the consequences may include, but not be limited to, termination of District employment.

6. No Past Practice. The District and SYEA agree that this Agreement does not constitute a past practice between them, and that it may not be cited as precedent. The District and SYEA further agree that, except as otherwise stated herein, the Agreement does not affect, nor shall it be considered a part of, the provisions of their collective bargaining agreement.

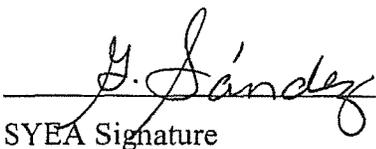
AGREED.

  
District Signature

1/26/18  
Date

  
Employee Signature

1-26-18  
Date

  
SYEA Signature

1-26-18  
Date



**SAN DIEGO COUNTY**  
OFFICE OF EDUCATION

Contact E-mail: [kirsten.mcginn@sdcoe.net](mailto:kirsten.mcginn@sdcoe.net)  
Contact Name: Kirsten McGinn

**SOLD TO:**

Maria Raygoza  
283 Padua Hills Apt F  
San Ysidro, 92173  
CA, US

**DELIVER TO:**

Maria Raygoza  
283 Padua Hills Apt F  
San Ysidro, 92173  
CA, US

Order: #1941

Date of Order: 01/26/2018

Payment Method: Debit/Credit Card

Qty	Description	Total (inc)
1	AASE Spring 2018 - First Authorization - Session 1	\$1,500.00

Sub-Total:\$1500.00

Total:\$1500.00

**Memorandum of Understanding  
By and Among the  
San Ysidro School District,  
San Ysidro Education Association and  
Josefina Villegas**

This Memorandum of Understanding ("MOU") is entered into by and among the San Ysidro School District ("District"), San Ysidro Education Association ("SYEA") and Josefina Villegas ("Employee") regarding the necessary certification for employees to teach special education students with Autism Spectrum Disorders ("ASD").

**Recitals**

1. Designated certificated staff are required to obtain a valid ASD Authorization in order to continue teaching students with ASD, in accordance with the requirements of the California Commission on Teacher Credentialing ("CCTC"), California Education Code, and Department of Education.
2. Employee's current duties include teaching students with ASD.
3. Employee does not have a valid ASD Authorization and is not currently enrolled in a program to obtain a valid ASD Authorization.
4. It is in the Parties' interests to ensure that Employee promptly enrolls in and successfully completes a program for the purpose of obtaining a valid ASD Authorization.

**Agreement**

1. **Enrollment in Program.** By no later than October 1, 2017, Employee agrees to enroll in a program for the purpose of obtaining a valid ASD Authorization ("Program") and provide documentation demonstrating her enrollment in the Program. To satisfy this paragraph, Employee must enroll in: San Diego County Office of Education Autism Spectrum Disorders Added Authorization Program.
2. **Successful Completion of Program.** Upon enrolling, Employee agrees to participate in the Program in good faith, and to successfully complete the Program no later than August 31, 2018, , unless the Parties mutually agree to another date. Upon completion, Employee shall provide the District with documentation demonstrating her successful completion of the Program.
3. **Continued Employment.** While enrolled in the Program, Employee may continue to perform teaching duties for the District, as authorized by her current teaching credential(s) and as assigned by the District in accordance with state law, District policy and the collective bargaining agreement between the District and SYEA.
4. **Reimbursement.** Upon successfully completing the Program, the District agrees to reimburse Employee for the cost of Employee's enrollment in the Program. Unless otherwise





**SAN DIEGO COUNTY  
OFFICE OF EDUCATION**

Contact E-mail: [kirsten.mcginn@sdcoe.net](mailto:kirsten.mcginn@sdcoe.net)  
Contact Name: Kirsten McGinn

**SOLD TO:**  
Nohemi Yescas  
672 Ash Ave  
Chula Vista, 91910  
CA, US

**DELIVER TO:**  
Nohemi Yescas  
672 Ash Ave  
Chula Vista, 91910  
CA, US

Order: #1510      Date of Order: 10/11/2017      Payment Method: Debit/Credit Card

Qty	Description	Total (inc)
1	AASE Spring 2018 - First Authorization - Session 1	\$1,500.00

Sub-Total:\$1500.00  
Total:\$1500.00

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** *CV*  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0025 DESIGNATING AUTHORIZED AGENTS SIGN DOCUMENTS FOR CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)

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**BACKGROUND INFORMATION:**

Adopting a resolution to authorize designated personnel to sign contract documents for Fiscal Year 2018-19 is required to certify the approval of the Governing Board to enter into contract with the California Department of Education for the purpose of providing Preschool & Child Development programs for children three and four years of age.

**RECOMMENDATION:**

Approve 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.

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**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)

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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

**RESOLUTION NO. 18/19-0025**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

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RESOLUTION

BE IT RESOLVED that the Governing Board of San Ysidro Elementary School District

authorizes entering into local agreement number/s CSPP-8470 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Gina A. Potter, Ed.D.</u>	<u>Superintendent</u>	
<u>Marilyn Adrianzen</u>	<u>Chief Business Official</u>	

PASSED AND ADOPTED THIS 11th day of October 2018, by the Governing Board of San Ysidro Elementary School District of San Diego County, California.

I, Marcos A. Diaz, Clerk of the Governing Board of the San Ysidro Elementary School District, of San Diego, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Governing Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

October 11, 2018  
(Date)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MA  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0026 DESIGNATING AUTHORIZED REPRESENTATIVES TO THE SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM FOR FRINGE BENEFITS PROGRAMS

**BACKGROUND INFORMATION:**

School districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain a Fringe Benefit Program as authorized by law. The San Diego County Schools Fringe Benefit Consortium requires that the Board designate and appoint FBC representatives.

**RECOMMENDATION:**

Approve 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.

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

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** MA  
**Requisition #**

**Financial Implications?**  
 Yes     No

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

**RESOLUTION NO. 18/19-0026**

**RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE TO  
SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM  
FOR FRINGE BENEFITS PROGRAMS**

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

**WHEREAS**, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

**WHEREAS**, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

**WHEREAS**, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law;

**WHEREAS**, the San Ysidro School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium requires that the Board of member districts designate and appoint an FBC representative.

**NOW THEREFORE BE IT RESOLVED** that Marilyn Adrianzen, Chief Business Official be designated as the authorized representative of the Governing Board of the San Ysidro School District; Alternate Representative is Dr. Gina A. Potter, Superintendent are hereby authorized and directed to perform all items pertaining to the interest of the Governing Board as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.

- This space intentionally left blank -

**PASSED AND ADOPTED** by the Governing Board of the San Ysidro School District located at 4350 Otay Mesa Road, San Ysidro, California, on the 11<sup>th</sup> day of October, 2018, by the following vote:

AYES:\_\_\_\_\_ NOES:\_\_\_\_\_ ABSENT:\_\_\_\_\_ ABSTENTIONS:\_\_\_\_\_

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN DIEGO )

I, **Marcos A. Diaz**, Clerk of the Governing Board of the San Ysidro School District of San Diego County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regularly scheduled and conducted meeting held at the time and place stated, which resolution is on file and of record in the office of said board.

\_\_\_\_\_  
Clerk of the Governing Board



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

**FROM:**  
San Ysidro Middle School  
Maria Rodriguez, Principal

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** SAN YSIDRO MIDDLE SCHOOL 8<sup>TH</sup> GRADE TRIP TO  
WASHINGTON D.C. AND NEW YORK 2019

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**BACKGROUND INFORMATION:**

Approximately ten 8<sup>th</sup> grade students from the San Ysidro Middle School will be participating in an educational program to Washington D.C. and New York. They will spend 6 days visiting and learning more about historical monuments, American History and exploring how history gives them the background to function effectively in a contemporary globalizing society; also enabling them to function as informed citizens and future leaders.

Students will be traveling during the 2019 Spring Break from March 24-29, 2019. This trip will be chaperoned by teacher Arely Ames. The group will be traveling with World Strides, an accredited student travel organization.

There is no direct cost to the District, as participating students are responsible for their own payment of this trip, but the school will help students to fundraise through their ASB Club Account.

**RECOMMENDATION:**

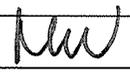
Approve the attendance and participation of approximately ten 8<sup>th</sup> grade students from the San Ysidro Middle School to a trip to Washington D.C. and New York for an opportunity to discover American History first hand, during the week of March 24-29, 2019 at no direct cost to the District.

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**LCAP GOAL AND ACTION/SERVICE:**

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

No direct cost  
(Amount)

Fundraisers, Student Fees and ASB Account  
(Name of funding source and/or location)

(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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** FIELD TRIPS TO THE ONESIGHT EYE CLINIC

---

**BACKGROUND INFORMATION:**

OneSight Vision Clinic will provide free eye exams and eyeglasses to approximately 300 students from the San Ysidro School District. This eye clinic is sponsored by Luxottica's OneSight Program and will be held October 31 through November 2, 2018 at the Camacho Gymnasium at Las Palmas Park located at 1810 East 22<sup>nd</sup> Street, National City, CA 91951. Students will be accompanied by the Student and Family Services Manager and by other support staff assigned by the schools' Principals.

Children will be transported by school bus from all seven schools on the following dates:

- October 31, 2018 – San Ysidro Middle and Vista Del Mar Middle
- November 1, 2018 – Smythe, Sunset, Ocean View Hills and La Mirada
- November 2, 2018 – Willow

**RECOMMENDATION:**

Approve 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.

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**LCAP GOAL AND ACTION/SERVICE:**

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

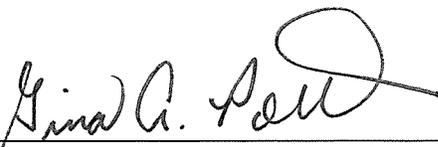
(Name of funding source and/or location)

(Funding account number)

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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

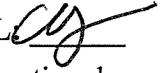
**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL**   
 Informational  
 Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS - OCTOBER

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**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 October 11, 2018 Board meeting:

- 2018 San Diego Foster Care Education Summit
- NGSS Three Day Academy
- 2019 Summative ELPAC Administration and Scoring Training
- School Social Work Leadership Consortium
- CASBO Conference
- 2018 Fall Credentials Workshop
- CASTO-The Annual Transportation Workshop

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.

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**LCAP GOAL AND ACTION/SERVICE:**

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		<b>Business Services Reviewed:</b> 
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
<div style="border: 1px solid black; padding: 5px;">APPROXIMATE COST <b>\$15,400.00</b> (Amount)</div>	<div style="border: 1px solid black; padding: 5px;">General, Special Ed. and Title II Funds (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 5px;">-- (Funding account number)</div>

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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

**PROFESSIONAL DEVELOPMENT****Item 13A.3**

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>
Veronica Medina	2018 San Diego Foster Care Education Summit	La Jolla	October 22, 2018	Mileage	General Fund
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,	CASBO Conference	Escondido, CA	October 12, 2018	\$280.00	General Fund

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Daniel Chavez, Jorge Cervantes					
Linda Gonzalez, Courtney Foster	2018 Fall Credentials Workshop	SDCOE	November 7, 2018	\$0	No Cost
Jorge VonBorstel	CASTO-The Annual Transportation Workshop	TBD	November 10, 2018	\$35.00	General Fund



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MA  
 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 #3 (August 30, 2018 through September 24, 2018):  
 ▪ General Fund: 0000003938-0000003939, 0000003943, 0000003945-0000003957, 0000003959-0000003962, 0000003964-0000003973, 0000003976-0000003981, 0000003984-0000003990, 0000003992-0000004022, 0000004024-0000004027, 0000004029-0000004054  
 ▪ Child Development Fund: 0000003974, 0000003991  
 ▪ Child Nutrition Fund: 0000003958, 0000003963, 0000003975, 0000003983, 0000004028, 0000004029  
 ▪ Capital Facilities Fund: 0000004023.

**RECOMMENDATION:**

Approve/Ratify the following purchase orders incurred by the District during the period August 30, 2018 through September 24, 2018.

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MA

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Varies

(Amount)

As listed above

(Name of funding source and/or location)

--

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

PURCHASING REPORT  
PO #3938 - #4054

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000003938	8/30/2018	001610	FIREHAWK		0100	8150000	5600005	070	4,492.65
0000003939	8/30/2018	004309	BEST BEST & KRIEGER LLP		0100	0000000	5800002	063	20,238.50
0000003943	9/4/2018	004721	A&S FLOORING		0100	8150000	5600005	070	10,336.00
0000003945	9/4/2018	004785	SCHOOL MATE		0100	0000000	4300001	018	1,616.25
0000003946	9/4/2018	004732	LEAL & TREJO APC		0100	0000000	5800002	063	29,783.54
0000003947	9/4/2018	004732	LEAL & TREJO APC		0100	0000000	5800002	063	30,105.71
0000003948	9/4/2018	001012	CDW GOVERNMENT LLC		0100	0000000	4400000	018	2,172.23
0000003949	9/4/2018	000385	NASCO		0100	0000000	4300001	020	181.83
0000003950	9/4/2018	0000000223	NINYO & MOORE		0100	8150000	5600005	070	2,064.00
0000003951	9/4/2018	001161	HOME DEPOT		0100	0000000	4400000	022	1,099.05
0000003952	9/4/2018	0000000495	CROWN AWARDS		0100	0000000	4300011	063	3,500.00
0000003953	9/4/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	016	4,500.16
0000003954	9/4/2018	000437	CURRICULUM ASSOC. INC.		0100	3010000	4300001	020	3,984.57
0000003955	9/4/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	020	9,886.04
0000003956	9/4/2018	003888	STANLEY CONVERGENT SECURITY		0100	8150000	5600005	070	176.00
0000003957	9/4/2018	0000000032	CORODATA RECORDS MANAGEMENT, INC.		0100	0000000	5600005	071	2,000.00
0000003959	9/4/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	018	3,514.80
0000003960	9/4/2018	001755	WILLIAM V. MAC GILL & CO.		0100	0000000	4300010	025	550.60
0000003961	9/4/2018	002711	ROCHESTER 100 INC.		0100	0000000	4300001	024	1,589.33
0000003962	9/4/2018	000809	OFFICE DEPOT		0100	0000000	4300011	024	130.81
0000003964	9/4/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	012	341.78
0000003965	9/4/2018	000762	SOUTH BAY FENCE, INC.		0100	8150000	5600005	070	2,550.00
0000003966	9/4/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	025	5,503.99
0000003967	9/4/2018	004644	SCHOOLSIN		0100	0000000	4300001	024	408.26
0000003968	9/4/2018	004601	SIR SPEEDY PRINTING 02890		0100	0000000	4300011	064	135.00
0000003969	9/4/2018	001725	SPINITAR/PRESENTATION PRODUCTS		0100	0000000	4300001	018	3,877.27
0000003970	9/4/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	022	9,540.03
0000003971	9/4/2018	0000000336	PROJECT LEAD THE WAY INC		0100	0000001	4300001	061	2,866.15
0000003972	9/4/2018	002580	COOLE SCHOOL		0100	0000000	4300001	016	638.10
0000003973	9/4/2018	0000000353	806 TECHNOLOGIES, INC.		0100	0000000	5800010	061	3,600.00
0000003976	9/4/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	024	14,010.69
0000003977	9/4/2018	000535	SCHOOL SPECIALTY		0100	0000001	4300001	061	3,252.58
0000003978	9/4/2018	002771	SMART & FINAL		0100	0300002	4300015	038	200.00
0000003979	9/4/2018	003192	WAL- MART COMMUNITY/GEGRB		0100	0300002	4300001	038	300.00
0000003980	9/4/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	022	32.30
0000003981	9/4/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	0000000	5200003	022	200.00
0000003984	9/4/2018	004678	AMAZON.COM, INC.		0100	0000000	4300006	020	437.09
0000003985	9/4/2018	001102	ORIENTAL TRADING COMPANY, INC.		0100	0000000	4300001	020	192.65
0000003986	9/5/2018	004678	AMAZON.COM, INC.		0100	0000000	4300011	064	287.53
0000003987	9/5/2018	001161	HOME DEPOT		0100	0000001	4300001	061	915.69
0000003988	9/6/2018	0000000116	EPIC SPORTS INC		0100	0000001	4300013	061	1,485.89
0000003989	9/7/2018	001079	PENSKE TRUCK LEASING		0100	8150000	5600001	070	5,000.00
0000003990	9/7/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	016	2,630.82

PURCHASING REPORT  
PO #3938 - #4054

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
000003992	9/7/2018	0000000498	ALLIED TIME USA, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	446.09
000003993	9/7/2018	0000000485	SACRAMENTO COUNTY OFFICE OF EDUCATI	REGISTRATION FEE	0100	4035000	5200003	061	225.00
000003994	9/7/2018	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES - ANNUAL FEE	0100	8150000	5600005	070	46,759.68
000003995	9/7/2018	004056	OPTIMUM FLOORCARE	MAINTENANCE SUPPLIES	0100	0000000	4300020	022	1,000.00
000003996	9/7/2018	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	61.49
000003997	9/7/2018	001012	CDW GOVERNMENT LLC	OFFICE SUPPLIES	0100	5640000	4300011	052	919.11
000003998	9/10/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	1,779.15
000003999	9/10/2018	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	183.70
000004000	9/10/2018	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	251.06
000004001	9/10/2018	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	3,399.78
000004002	9/10/2018	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	5600005	070	664.88
000004003	9/10/2018	004833	SPARKLETT'S	CONTRACTED SERVICES	0100	0000000	5600005	071	1,500.00
000004004	9/10/2018	001012	CDW GOVERNMENT LLC	OFFICE SUPPLIES	0100	0000000	4300011	064	74.80
000004005	9/12/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	5300000	064	349.00
000004006	9/12/2018	000654	LOS ANGELES COUNTY OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	061	286.88
000004007	9/13/2018	003985	PTM DOCUMENT SYSTEMS	OFFICE SUPPLIES	0100	0000000	4400000	025	4,572.91
000004008	9/13/2018	0000000503	MPACT PEOPLS, INC	CONTRACTED SERVICES	0100	3010000	4300001	020	1,200.00
000004009	9/13/2018	004899	THE COLLEGE BOARD	PROFESSIONAL SERVICES	0100	4035000	5800010	061	7,950.00
000004010	9/14/2018	0000000504	UTILITY TRAILER SALES OF SOUTHERN	MAINTENANCE SUPPLIES	0100	0000000	4300014	069	500.00
000004011	9/14/2018	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	1,605.48
000004012	9/14/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	590.90
000004013	9/14/2018	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	064	1,388.26
000004014	9/17/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	682.01
000004015	9/17/2018	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	5600005	070	1,620.00
000004016	9/17/2018	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300050	073	1,388.25
000004017	9/17/2018	004056	OPTIMUM FLOORCARE	MAINTENANCE SUPPLIES	0100	0000000	4300020	020	1,000.00
000004018	9/17/2018	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL SUPPLIES	0100	0000001	4300001	061	2,693.75
000004019	9/17/2018	000044	QUILL CORP.	OFFICE SUPPLIES	0100	0000000	4300011	012	67.86
000004020	9/18/2018	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	526.90
000004021	9/18/2018	0000000505	ACCO BRANDS USA LLC	OFFICE SUPPLIES	0100	0000000	4300001	016	178.76
000004022	9/19/2018	001906	LEARNING A-Z	CONTRACTED SERVICES	0100	3010000	4300006	061	34,542.72
000004024	9/20/2018	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	1,153.36
000004025	9/20/2018	004556	DASH MEDICAL GLOVE INC.	MEDICAL SUPPLIES	0100	0000000	4300010	022	151.60
000004026	9/20/2018	001278	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	10,000.00
000004027	9/20/2018	001161	HOME DEPOT	HEALTH OFFICE SUPPLIES	0100	0000000	4300010	025	250.67
000004029	9/20/2018	002539	ZONAR SYSTEMS	CONTRACTED SERVICES	0100	0000000	5600005	067	5,241.60
000004030	9/20/2018	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	28,355.50
000004031	9/20/2018	0000000292	WINET PATRICK GAYER CREIGHTON	LEGAL FEES	0100	0000000	5800002	071	5,300.10
000004032	9/21/2018	0000000501	CAPITOL ADVISORS GROUP, LLC	CONTRACTED SERVICES	0100	0000000	5800010	064	25,000.00
000004033	9/21/2018	0000000435	GEARY PACIFIC SUPPLY	REGISTRATION FEES	0100	8150000	5200003	070	300.00
000004034	9/21/2018	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	3,926.22
000004035	9/24/2018	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	4,996.93
000004036	9/24/2018	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	1,842.53

PURCHASING REPORT  
PO #3938 - #4054

PO No.	PO Date	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004037	9/24/2018	002682	BENCHMARK EDUCATION COMPANY		INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	765.38
0000004038	9/24/2018	0000000397	HORIZON DISTRIBUTORS		MAINTENANCE SUPPLIES	0100	0000000	4400000	069	1,119.74
0000004039	9/24/2018	001643	ATKINSON, ANDELSON, LOYA, RUUD		LEGAL FEES	0100	0000000	5800002	063	1,443.75
0000004040	9/24/2018	001610	FIREHAWK		CONTRACTED SERVICES	0100	8150000	5600005	070	2,220.54
0000004041	9/24/2018	0000000393	NAUMANN HOBBS MATERIAL		CONTRACTED SERVICES	0100	8150000	5600005	070	649.27
0000004042	9/24/2018	002722	YMCA OF SAN DIEGO COUNTY		BEFORE/AFTER SCHOOL PROGRAM FY1819	0100	4124000	5800010	061	937,812.10
0000004043	9/24/2018	0000000074	MTGL INC		CONTRACTED SERVICES	0100	8150000	5600005	070	675.00
0000004044	9/24/2018	003888	STANLEY CONVERGENT SECURITY		CONTRACTED SERVICES	0100	8150000	5600005	070	1,200.00
0000004045	9/24/2018	0000000393	NAUMANN HOBBS MATERIAL		CONTRACTED SERVICES	0100	8150000	5600005	070	800.00
0000004046	9/24/2018	000506	DION INTERNATIONAL TRUCK INC.		CONTRACTED SERVICES	0100	0982000	5600005	074	1,969.10
0000004047	9/24/2018	003377	SOUTHWEST SCHOOL & OFFICE		OFFICE SUPPLIES	0100	0982000	4300011	074	275.54
0000004048	9/24/2018	000809	OFFICE DEPOT		OFFICE SUPPLIES	0100	0000000	4300011	064	789.32
0000004049	9/24/2018	003313	BEST BUY		OFFICE SUPPLIES	0100	0000000	4300002	067	1,000.00
0000004050	9/24/2018	001012	CDW GOVERNMENT LLC		OFFICE SUPPLIES	0100	0000000	4300070	062	365.40
0000004051	9/24/2018	0000000271	RAPTOR TECHNOLOGIES, LLC		CONTRACTED SERVICES	0100	0000000	5800010	061	13,800.00
0000004052	9/24/2018	002958	MIRAMAR BOBCAT INC		CONTRACTED SERVICES	0100	8150000	5600005	070	2,853.12
0000004053	9/24/2018	000809	OFFICE DEPOT		OFFICE SUPPLIES	0100	0000000	4300011	062	53.86
0000004054	9/24/2018	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	1,370.65
<b>Total for 0100</b>										<b>1,364,417.59</b>
0000003974	9/4/2018	003221	HOUGHTON MIFFLIN COMPANY		INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	3,746.47
0000003991	9/7/2018	000809	OFFICE DEPOT		INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	1,978.81
<b>Total for 1200</b>										<b>5,725.28</b>
0000003958	9/4/2018	000987	C&M MOTORS		CONTRACTED SERVICES	1300	5310000	5600005	085	1,000.00
0000003963	9/4/2018	002529	GCR TIRES&SERVICE		TRANSPORTATION SUPPLIES	1300	5310000	5600005	085	2,091.27
0000003975	9/4/2018	0000000088	TECH-24		CAFETERIA SUPPLIES	1300	5310000	4300026	085	1,000.00
0000003983	9/4/2018	000809	OFFICE DEPOT		OFFICE SUPPLIES	1300	5310000	4300011	085	441.85
0000004028	9/20/2018	0000000006	K & M Foodservice		CAFETERIA FOOD	1300	5310000	4700001	085	37,000.00
0000004029	9/20/2018	002539	ZONAR SYSTEMS		CONTRACTED SERVICES	1300	5310000	5600005	085	431.76
<b>Total for 1300</b>										<b>41,964.88</b>
0000004023	9/19/2018	001012	CDW GOVERNMENT LLC		OFFICE SUPPLIES	2518	9010000	4400000	024	2,386.18
<b>Total for 2518</b>										<b>2,386.18</b>
<b>Grand Total</b>										<b>1,414,493.93</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MAW  
 Informational  
 Action

**AGENDA ITEM:** EXPENDITURE REPORT

**BACKGROUND INFORMATION:**

The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of August 31, 2018 through September 27, 2018 with checks #14-447258 through #14-456840 for a total expenditure of \$1,615,099.52 from the following sources:

- General Fund - \$1,122,588.33
- Child Development- \$5,295.37
- Cafeteria Fund - \$168,284.13
- Capital Facilities - \$308,931.69
- Capital Projects- \$10,000.00

**RECOMMENDATION:**

Approve/Ratify 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.

**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

\$1,615,099.52  
(Amount)

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

--  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14447258	CESAR MERCADO	9/4/2018	\$ 147.15	INSTRUCTIONAL SUPPLIES	0100
14447259	DRINA BEDOYA	9/4/2018	\$ 175.71	OVERAGE PAYROLL	0100
14447260	DOLLARDAYS INTERNATIONAL, INC.	9/4/2018	\$ 9,240.44	INSTRUCTIONAL SUPPLIES	0100
14447261	ANITA GILLCHREST	9/4/2018	\$ 163.77	MILEAGE	0100
14447262	MARIA HALLMARK	9/4/2018	\$ 81.83	INSTRUCTIONAL SUPPLIES	0100
14447738	UNITED STATES POSTAL SERVICE	9/5/2018	\$ 553.70	POSTAGE	0100
14447739	WAL- MART COMMUNITY/GEGRB	9/5/2018	\$ 350.22	INSTRUCTIONAL SUPPLIES	0100
14447740	BEST BEST & KRIEGER LLP	9/5/2018	\$ 20,238.50	LEGAL FEES	0100
14447741	AMAZON.COM, INC.	9/5/2018	\$ 3,153.80	INSTRUCTIONAL SUPPLIES	0100
14447742	LEAL & TREJO APC	9/5/2018	\$ 59,889.25	LEGAL FEES	0100
14447743	FLYERS ENERGY	9/5/2018	\$ 5,418.76	CONTRACTED SERVICES	0100
14448294	SAN DIEGO GAS & ELECTRIC	9/6/2018	\$ 12,248.74	UTILITIES	0100
14448295	FIREHAWK	9/6/2018	\$ 4,492.65	CONTRACTED SERVICES	0100
14448946	BLACKBOARD INC	9/7/2018	\$ 19,597.95	CONTRACTED SERVICES	0100
14448947	COURTNEY TIRE SERVICE	9/7/2018	\$ 342.77	MAINTENANCE SUPPLIES	0100
14448948	HOME DEPOT	9/7/2018	\$ 989.15	OFFICE SUPPLIES	0100
14448949	UNITED STATES POSTAL SERVICE	9/7/2018	\$ 2,936.76	POSTAGE	0100
14448950	VERITIV OPERATING COMPANY	9/7/2018	\$ 1,296.56	PUBLICATION SUPPLIES	0100
14448951	SMART & FINAL	9/7/2018	\$ 252.56	REFRESHMENTS	0100
14448952	AT&T	9/7/2018	\$ 2,447.10	PHONE BILL	0100
14448953	FEDEX	9/7/2018	\$ 424.06	POSTAGE	0100
14448954	SAN DIEGO COUNTY SUPERINTENDEN	9/7/2018	\$ 220.00	REGISTRATION FEES	0100
14448955	MCGREGOR AND ASSOCIATED	9/7/2018	\$ 453.90	PROFESSIONAL SERVICES	0100
14449518	OMAR CALLEROS	9/10/2018	\$ 908.37	REFRESHMENTS	0100
14449519	AMPLIFY EDUCATION INC.	9/10/2018	\$ 160,954.60	INSTRUCTIONAL SUPPLIES - BOOKS	0100
14449520	SAN DIEGO GAS & ELECTRIC	9/10/2018	\$ 28,515.47	UTILITIES	0100
14449521	WAXIE SANITARY SUPPLY	9/10/2018	\$ 28,341.77	CUSTODIAL SUPPLIES	0100
14449522	LAKESHORE	9/10/2018	\$ 617.58	INSTRUCTIONAL SUPPLIES	0100
14449523	SPRINT	9/10/2018	\$ 3,644.63	CONTRACTED SERVICES	0100
14449524	OFFICE DEPOT	9/10/2018	\$ 598.18	OFFICE SUPPLIES	0100
14449525	PENSKE TRUCK LEASING	9/10/2018	\$ 791.66	LEASE RENTAL	0100
14449526	BLACKIE'S TROPHIES & AWARDS	9/10/2018	\$ 2,313.30	OFFICE SUPPLIES	0100
14449527	THE HOME DEPOT SUPPLY	9/10/2018	\$ 1,791.79	MAINTENANCE SUPPLIES	0100
14449528	BEST BUY	9/10/2018	\$ 96,174.00	INSTRUCTIONAL SUPPLIES-CHROMEBOOKS	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14449529	WESTERN GRAPHIX	9/10/2018	\$ 556.61	OFFICE SUPPLIES	0100
14449530	BJ'S RENTALS, INC.	9/10/2018	\$ 1,298.70	CONTRACTED SERVICES	0100
14449531	PRO POWER	9/10/2018	\$ 566.21	GROUNDS SUPPLIES	0100
14449532	ANTONIO RAMIREZ	9/10/2018	\$ 1,059.48	MILEAGE	0100
14449947	HOME DEPOT	9/11/2018	\$ 872.18	MAINTENANCE SUPPLIES	0100
14450673	CYNTHIA M. GONZALEZ	9/12/2018	\$ 92.12	REFRESHMENTS	0100
14450674	SACRAMENTO COUNTY OFFICE OF EDI	9/12/2018	\$ 225.00	REGISTRATION FEE	0100
14450675	JANELLE PUBLICATIONS	9/12/2018	\$ 556.00	INSTRUCTIONAL SUPPLIES	0100
14450676	DIXIELINE LUMBER CO	9/12/2018	\$ 43.31	MAINTENANCE SUPPLIES	0100
14450677	CITY TREASURER	9/12/2018	\$ 24,989.80	UTILITIES-WATER	0100
14450678	ACADEMIC THERAPY PUBLICATIONS	9/12/2018	\$ 296.33	INSTRUCTIONAL SUPPLIES	0100
14450679	OFFICE DEPOT	9/12/2018	\$ 417.95	OFFICE SUPPLIES	0100
14450680	CDW GOVERNMENT LLC	9/12/2018	\$ 2,688.36	OFFICE EQUIPMENT	0100
14450681	SAN DIEGO COUNTY	9/12/2018	\$ 900.00	REGISTRATION FEE	0100
14450682	REPUBLIC SERVICES	9/12/2018	\$ 11,868.80	UTILITIES-WASTE MANAGEMENT	0100
14450683	WILLIAM V. MAC GILL & CO.	9/12/2018	\$ 228.43	MEDICAL SUPPLIES	0100
14450684	PRO ED	9/12/2018	\$ 287.10	INSTRUCTIONAL SUPPLIES	0100
14450685	CALIFORNIA ELECTRIC SUPPLY	9/12/2018	\$ 582.19	MAINTENANCE SUPPLIES	0100
14450686	THE HOME DEPOT SUPPLY	9/12/2018	\$ 1,639.14	MAINTENANCE SUPPLIES	0100
14450687	VALLEY INDUSTRIAL SPECIALTIES	9/12/2018	\$ 685.22	MAINTENANCE SUPPLIES	0100
14450688	HOUGHTON MIFFLIN COMPANY	9/12/2018	\$ 3,932.89	INSTRUCTIONAL SUPPLIES	0100
14450689	SAN DIEGO COUNTY SUPERINTENDEN	9/12/2018	\$ 3,141.00	REGISTRATION FEES	0100
14450691	SAN YSIDRO SCHOOL DISTRICT	9/12/2018	\$ 1,268.70	PCARD REPLENISH	0100
14450692	STANLEY CONVERGENT SECURITY	9/12/2018	\$ 176.00	CONTRACTED SERVICES	0100
14450693	OPTIMUM FLOORCARE	9/12/2018	\$ 45.65	GROUNDS SUPPLIES	0100
14450694	RUSSELL SIGLER, INC	9/12/2018	\$ 121.33	MAINTENANCE SUPPLIES	0100
14450695	SIR SPEEDY PRINTING 02890	9/12/2018	\$ 389.70	OFFICE SUPPLIES	0100
14450696	KIDSCARPET.COM	9/12/2018	\$ 179.99	INSTRUCTIONAL SUPPLIES	0100
14450697	SPARKLETT'S	9/12/2018	\$ 216.34	CONTRACTED SERVICES	0100
14450698	XEROX CORPORATION	9/12/2018	\$ 5,681.59	CONTRACTED SERVICES	0100
14450699	ADAPTIVEMALL.COM, LLC	9/13/2018	\$ 5,301.10	INSTRUCTIONAL SUPPLIES	0100
14450700	JAMES STANFIELD & CO, INC.	9/13/2018	\$ 2,364.36	INSTRUCTIONAL SUPPLIES	0100
14450701	EWING IRRIGATION	9/13/2018	\$ 1,149.17	GROUNDS SUPPLIES	0100
14451704	P.I.P.S.	9/14/2018	\$ 75,073.50	PROFESSIONAL SERVICES-KEENAN W/C	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14451711	STANLEY CONVERGENT SECURITY	9/14/2018	\$ 46,759.68	CONTRACTED SERVICES-SECURITY	0100
14452313	CORODATA RECORDS MANAGEMENT,	9/17/2018	\$ 111.08	CONTRACTED SERVICES	0100
14452315	KAGAN PROFESSIONALDEVELOPMENT	9/17/2018	\$ 2,094.00	REGISTRATION FEES	0100
14452316	806 TECHNOLOGIES, INC.	9/17/2018	\$ 3,600.00	CONTRACTED SERVICES	0100
14452317	GRAINGER	9/17/2018	\$ 1,415.29	MAINTENANCE SUPPLIES	0100
14452318	SCHOOL SPECIALTY	9/17/2018	\$ 1,279.30	INSTRUCTIONAL SUPPLIES	0100
14452320	HOME DEPOT	9/17/2018	\$ 83.84	MAINTENANCE SUPPLIES	0100
14452321	EWING IRRIGATION	9/17/2018	\$ 1,334.64	GROUNDS SUPPLIES	0100
14452322	STAPLES, INC.	9/17/2018	\$ 902.79	INSTRUCTIONAL SUPPLIES	0100
14452323	BELLAMA	9/17/2018	\$ 866.00	MAINTENANCE SUPPLIES	0100
14452324	A-Z BUS SALES, INC.	9/17/2018	\$ 1,178.25	CONTRACTED SERVICES	0100
14452325	EDUCATIONAL TESTING SERVICE	9/17/2018	\$ 1,115.30	INSTRUCTIONAL SUPPLIES	0100
14452326	FLEETWASH INC	9/17/2018	\$ 181.65	CONTRACTED SERVICES	0100
14452327	ROAD ONE TOWING	9/17/2018	\$ 360.00	CONTRACTED SERVICES	0100
14452328	SAN DIEGO COUNTY SUPERINTENDEN	9/17/2018	\$ 349.00	REGISTRATION FEE	0100
14452329	SOUTHWEST SCHOOL & OFFICE	9/17/2018	\$ 305.20	OFFICE SUPPLIES	0100
14452330	PEARSON	9/17/2018	\$ 1,932.65	INSTRUCTIONAL SUPPLIES	0100
14452333	DOMTAR PAPER CO. LLC	9/17/2018	\$ 1,530.05	INSTRUCTIONAL SUPPLIES	0100
14452931	IMPACT PEOPLS, INC	9/18/2018	\$ 1,200.00	CONTRACTED SERVICES	0100
14453496	DATEL SYSTEMS INCORPORATED	9/19/2018	\$ 16,178.66	INSTRUCTIONAL SUPPLIES	0100
14453497	AMPLIFIED IT, LLC	9/19/2018	\$ 6,075.00	CONTRACTED SERVICES	0100
14453498	SAN DIEGO GAS & ELECTRIC	9/19/2018	\$ 340.37	UTILITIES	0100
14453499	PARADIGM HEALTHCARE SERVICES	9/19/2018	\$ 500.00	PROFESSIONAL SERVICES	0100
14453500	HAWTHORNE MACHINERY	9/19/2018	\$ 1,096.65	CONTRACTED SERVICES	0100
14453501	HOME DEPOT	9/19/2018	\$ 1,070.39	GROUNDS SUPPLIES	0100
14453502	SAN DIEGO COUNTY	9/19/2018	\$ 1,818.04	INSTRUCTIONAL SUPPLIES	0100
14453503	CALIFORNIA DEPT. OF JUSTICE	9/19/2018	\$ 931.00	CONTRACTED SERVICES	0100
14453504	BEST BUY	9/19/2018	\$ 9,555.00	INSTRUCTIONAL SUPPLIES	0100
14454600	CAROLYN KARINEN	9/21/2018	\$ 21,205.13	PROFESSIONAL SERVICES-SLP	0100
14454601	STEVEN V. BERRY	9/21/2018	\$ 262.91	OFFICE SUPPLIES	0100
14454602	ERIBERTO GARCIA	9/21/2018	\$ 73.40	INSTRUCTIONAL SUPPLIES	0100
14454603	HORIZON DISTRIBUTORS	9/21/2018	\$ 189.73	GROUNDS SUPPLIES	0100
14454604	DEMCO INC.	9/21/2018	\$ 2,584.70	LIBRARY SUPPLIES	0100
14454605	STATE BOARD OF EQUALIZATION	9/21/2018	\$ 63.19	DIESEL FUEL TAX	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14454606	WILKINSON HADLEY KING &	9/21/2018	\$ 4,500.00	CONTRACTED SERVICES	0100
14454608	OFFICE DEPOT	9/21/2018	\$ 2,175.98	OFFICE SUPPLIES	0100
14454609	ANITA GILLCHREST	9/21/2018	\$ 131.02	MILEAGE	0100
14454610	A-Z BUS SALES, INC.	9/21/2018	\$ 337.03	CONTRACTED SERVICES	0100
14454611	RENAISSANCE LEARNING INC.	9/21/2018	\$ 121,303.26	CONTRACTED SERVICES-LICENSING	0100
14454612	CLARK SECURITY PRODUCTS	9/21/2018	\$ 99.76	MAINTENANCE SUPPLIES	0100
14454613	CPI	9/21/2018	\$ 879.00	REGISTRATION FEE	0100
14455146	CORODATA RECORDS MANAGEMENT,	9/24/2018	\$ 111.08	CONTRACTED SERVICES	0100
14455148	XEROX FINANCIAL SERVICES	9/24/2018	\$ 9,274.25	CONTRACTED SERVICES	0100
14455149	OSCAR MADERA	9/24/2018	\$ 171.41	REFRESHMENTS	0100
14455150	FERNANDO MARTINEZ	9/24/2018	\$ 156.36	MILEAGE	0100
14455151	NASCO	9/24/2018	\$ 154.57	INSTRUCTIONAL SUPPLIES	0100
14455152	MONICA YRINEO	9/24/2018	\$ 54.25	ADMI REFRESHMENTS	0100
14455153	CDW GOVERNMENT LLC	9/24/2018	\$ 993.78	OFFICE SUPPLIES	0100
14455154	ORIENTAL TRADING COMPANY, INC.	9/24/2018	\$ 203.77	INSTRUCTIONAL SUPPLIES	0100
14455155	SPINITAR/PRESENTATION PRODUCTS	9/24/2018	\$ 3,858.75	INSTRUCTIONAL SUPPLIES	0100
14455156	BELLAMA	9/24/2018	\$ 48.71	MAINTENANCE SUPPLIES	0100
14455157	ROCHESTER 100 INC.	9/24/2018	\$ 2,975.00	INSTRUCTIONAL SUPPLIES	0100
14455158	FEDEX	9/24/2018	\$ 168.67	POSTAGE	0100
14455159	VALLEY INDUSTRIAL SPECIALTIES	9/24/2018	\$ 764.56	MAINTENANCE SUPPLIES	0100
14455161	SOUTHWEST SCHOOL & OFFICE	9/24/2018	\$ 251.06	INSTRUCTIONAL SUPPLIES	0100
14455162	STANLEY CONVERGENT SECURITY	9/24/2018	\$ 540.00	CONTRACTED SERVICES	0100
14455163	DOMTAR PAPER CO. LLC	9/24/2018	\$ 1,605.48	INSTRUCTIONAL SUPPLIES	0100
14455164	SPARKLETTS	9/24/2018	\$ 189.14	CONTRACTED SERVICES	0100
14455618	BILL HOWE PLUMBING, INC	9/25/2018	\$ 7,980.60	CONTRACTED SERVICES	0100
14455619	NINYO & MOORE	9/25/2018	\$ 2,064.00	CONTRACTED SERVICES	0100
14455620	PROJECT LEAD THE WAY INC	9/25/2018	\$ 71,308.95	INSTRUCTIONAL MATERIAL-PLTW LAUNCH	0100
14455621	CAPITOL ADVISORS GROUP, LLC	9/25/2018	\$ 4,000.00	CONTRACTED SERVICES	0100
14455622	CHEVRON U.S.A. INC.	9/25/2018	\$ 4,194.75	CONTRACTED SERVICES	0100
14455623	WAL- MART COMMUNITY/GECRB	9/25/2018	\$ 256.88	OFFICE SUPPLIES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14450690	SOUTHWEST SCHOOL & OFFICE	9/12/2018	\$ 1,010.63	INSTRUCTIONAL SUPPLIES	1200
14454607	SCHOOL SPECIALTY	9/21/2018	\$ 201.09	INSTRUCTIONAL SUPPLIES	1200
14455160	HOUGHTON MIFFLIN COMPANY	9/24/2018	\$ 4,083.65	INSTRUCTIONAL SUPPLIES	1200
<b>Total 1200</b>			<b>\$ 5,295.37</b>		
14451703	SELECTA INTERNATIONAL	9/14/2018	\$ 349.80	CAFETERIA FOOD	1300
14451705	CHEF'S TOYS & STAR RESTUARANT	9/14/2018	\$ 1,802.33	CAFETERIA SUPPLIES	1300
14451706	SAFEMAY INC. - VONS DIVISION	9/14/2018	\$ 293.09	CATERING SUPPLIES	1300
14451707	P&R PAPER SUPPLY COMPANY, INC.	9/14/2018	\$ 14,297.28	CAFETERIA SUPPLIES	1300
14451708	OFFICE DEPOT	9/14/2018	\$ 546.56	OFFICE SUPPLIES	1300
14451709	LLOYD PEST CONTROL CO.	9/14/2018	\$ 576.00	CONTRACTED SERVICES	1300
14451710	SMART & FINAL	9/14/2018	\$ 340.58	CAFETERIA SUPPLIES	1300
14451712	PTM DOCUMENT SYSTEMS	9/14/2018	\$ 499.49	OFFICE SUPPLIES	1300
14451713	GALASSO'S BAKERY	9/14/2018	\$ 1,789.12	CAFETERIA FOOD	1300
14452314	S&S BAKERY, INC.	9/17/2018	\$ 503.71	CAFETERIA FOOD	1300
14452319	SHIRTS UNLIMITED LLC.	9/17/2018	\$ 2,074.61	CONTRACTED SERVICES	1300
14452331	PRUDENTIAL OVERALL SUPPLY	9/17/2018	\$ 485.00	CONTRACTED SERVICES	1300
14452332	EDUCATION MANAGEMENT	9/17/2018	\$ 4,600.00	CONTRACTED SERVICES	1300
14452334	IMAGE ONE CORPORATION	9/17/2018	\$ 3,195.00	CONTRACTED SERVICES	1300
14454099	GOLD STAR FOODS	9/20/2018	\$ 80,390.33	CAFETERIA FOOD-ALL TYPES	1300
14454100	HOLLANDIA DAIRY INC.	9/20/2018	\$ 22,058.98	CAFETERIA FOOD-DAIRY PRODUCTS	1300
14454101	CINTAS CORPORTION NO. 3	9/20/2018	\$ 2,872.40	CONTRACTED SERVICES	1300
14454102	ACE COOLING & FREEZING	9/20/2018	\$ 1,172.87	CONTRACTED SERVICES	1300
14454103	AMERICAN PRODUCE DISTRIBUTORS	9/20/2018	\$ 19,297.18	CAFETERIA FOOD	1300
14455617	K & M FOOD SERVICE	9/25/2018	\$ 11,139.80	CAFETERIA FOOD-MEAT PRODUCTS	1300
<b>Total 1300</b>			<b>\$ 168,284.13</b>		
14455147	ALLIANCE ENGINEERING OF CALIFORN	9/24/2018	\$ 963.20	CONTRACTED SERVICES	2518
14449946	CONAN CONSTRUCTION, INC	9/11/2018	\$ 289,940.00	CONTRACTED SERVICES-RELOS AT VDM-OVH	2518
14451197	BAKER NOWICKI DESIGN STUDIO, LLP	9/13/2018	\$ 8,861.49	CONTRACTED SERVICES	2518
14451198	L.L. HENDRIX	9/13/2018	\$ 9,167.00	CONTRACTED SERVICES	2518
<b>Total 2518</b>			<b>\$ 308,931.69</b>		
14454202	CALIFORNIA FINANCIAL SERVICES	9/13/2018	\$ 10,000.00	CONTRACTED SERVICES	4901
<b>Total 4900</b>			<b>\$ 10,000.00</b>		
<b>Grand Total</b>			<b>\$ 1,615,099.52</b>		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MA  
 Informational  
 Action

**AGENDA ITEM:** ACCEPTANCE OF DONATIONS

---

**BACKGROUND INFORMATION:**

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

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

**RECOMMENDATION:**

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

---

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MA

Financial Implications?

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

Requisition #

Yes     No

Yes     No

DONATIONS  
\$3,000.00

Cash/Checks Only  
Donations Account

--

(Amount)

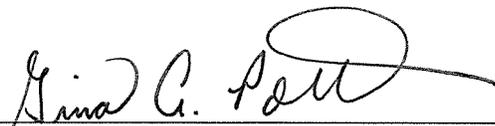
(Name of funding source and/or location)

(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 AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MA

Informational  
 Action

**AGENDA ITEM:** FIRST QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2018-19

**BACKGROUND INFORMATION:**

Pursuant to regulations adopted by the State of California in the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from July 1, 2018 to September 30, 2018, the District has received no written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
<b>Total</b>	0	N/A	N/A

**RECOMMENDATION:**

Accept 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.

**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: MA

Financial Implications?

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

Requisition #

Yes     No

Yes     No

N/A

(Amount)

N/A

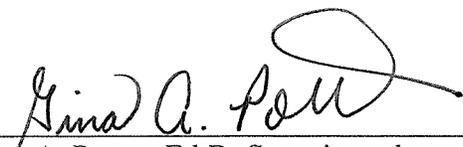
(Name of funding source and/or location)

--

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MA  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH COOPERATIVE STRATEGIES

**BACKGROUND INFORMATION:**

The District is required to conduct several analysis and submit reports to government agencies. In order to be in compliance with these reporting requirements, the District has used the financing and demographic consulting services of Cooperative Strategies.

Cooperative Strategies will assist the District with the Annual and Five Year reports for fiscal year 2017-18. Charges incurred will be paid from the Building Fund or Community Facilities District (CFD's). The cost implications for the consulting services are \$3,800.00 and up to \$380.00 for expenses.

**RECOMMENDATION:**

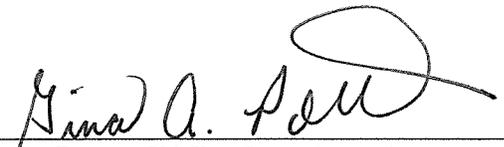
Approve the agreement with Cooperative Strategies to provide consulting services and prepare the Annual and Five Year Report for fiscal year 2017-18 at a cost up to \$4,180.00 from the Building fund and/or Community Facilities District's (CFD's) fund.

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> <u>MA</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			
\$4,180.00 <small>(Amount)</small>	Building Fund and/or CFD Fund <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>	

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, 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 12th day of October, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Cooperative Strategies, LLC  
Company/Consultant

(844) 654-2421  
Telephone Number

8955 Research Drive, Irvine, CA 92618  
Address

www.coopstrategies.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: October 12, 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 B* 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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 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):** 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. **District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of **\$1,000,000** per occurrence with an aggregate limit of not less than **\$2,000,000** and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 \_\_\_\_\_

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

(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.

ISB.5

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

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

### 5.5 SAFETY

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

### 5.6 PROJECT STAFFING

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

### 5.7 INDEMNIFICATION

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

## 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.

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 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>	<b>COOPERATIVE STRATEGIES, LLC</b>
Name:	
Title:	
Address:	
City/State/Zip Code:	
Telephone:	
Email:	

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

### 6 ENTIRE AGREEMENT

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

### 7 WARRANTY OF AUTHORITY:

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

### CONSULTANT

### DISTRICT

Cooperative Strategies, LLC  
Firm Name

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

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

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

\_\_\_\_\_  
Telephone No. (        )

San Ysidro School District  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 \_\_\_\_\_

**13B.5**

**EXHIBIT A**

**STATEMENT OF WORK**

**SAN YSIDRO SCHOOL DISTRICT  
ANNUAL AND FIVE YEAR REPORT SERVICES**

Cooperative Strategies, LLC will provide consulting services to the San Ysidro School District ("Client" or "School District") to prepare the Annual and Five Year Reports ("Reports") for fiscal year 2017/2018. The specific activities and tasks to be performed under this Scope of Work include the following:

**ACTIVITY I. ANNUAL REPORT ANALYSIS**

**Task 1 Identify Funds and Collection of Fees**

This task involves the identification of each fund, the type of fee deposited into each fund and the amount of fees deposited into each fund. For fees imposed on specific projects, identify the purpose of the Fees and what public improvements will be financed with the Fees.

**Task 2 Reconcile Account Balances**

This task involves illustrating the flow of money in each fund during the past fiscal year. Beginning with the balance at the start of the fiscal year, the Report will show (i) the amount of Fees which were collected and any interest earned on these monies, as well as monies received from third party sources such as the State, (ii) the amount and type of capital improvements which were paid for by fund monies including the total percentage of the cost of the public improvement that was funded with Fees, and (iii) the amount of each inter-fund transfer or loan made from the fund including a description of the public improvement which was funded by the transfer or, in the case of a loan, the date in which the loan will be repaid including all terms specified under the loan provision.

**Task 3 Estimate a Date in which School Facilities will Commence Construction**

This task involves identifying whether the School District has the monies within each of its construction funds sufficient to fund the construction or completion of construction of new school facilities. If it is determined that sufficient funds exist, identify an approximate start date by which the construction of the identified facilities will commence.

**Task 4**      **Disclosure of Refunds**

This task involves setting forth refunds that have occurred within the past fiscal year. If an approximate start date has not been determined within 180 days after the School District determines that sufficient monies exist to fund the construction of new facilities, then the School District is obligated to issue a refund.

**ACTIVITY II. FIVE-YEAR REPORT ANALYSIS (FISCAL YEAR 2017/2018)**

**Task 5**      **Determine the Purpose of the Fee**

This task involves quantifying the number of elementary, middle, high school, and interim leased facilities which are expected to be funded at least partially by the imposed Fees.

**Task 6**      **Establish Relationship Between the Fee and the Facilities Funded by the Fee**

This task involves documenting the amount of school facilities impact and funding received from residential development between July 1, 2017, and June 30, 2018 (information shall be provided by the School District). This subtask will be accomplished by reviewing the Residential and Commercial/Industrial School Fee Justification Studies and other documentation of the School District.

**Task 7**      **Disclosure of Future Funding Sources**

This task involves the identification of all future sources of revenues for school facilities development.

**ACTIVITY III. REPORT PREPARATION**

**Task 8**      **Report Preparation**

This task involves the preparation of an Annual and Five Year Report ("Report") for Fiscal Years 2017/2018 pursuant to the requirements of Senate Bill 1693. Cooperative Strategies shall prepare one (1) draft and one (1) final Report for each Fiscal Year.

**EXHIBIT B**

**FEE SCHEDULE**

**SAN YSIDRO SCHOOL DISTRICT  
ANNUAL AND FIVE YEAR REPORT SERVICES**

The proposed budget for services performed by Cooperative Strategies, LLC for San Ysidro School District ("Client" or "School District") under the Statement of Work shall be a flat fee of \$3,800 (plus expenses not to exceed \$380). This fee of \$3,800 (plus expenses not to exceed \$380) shall be payable upon delivery of the completed Report.

In addition to fees for services, the School District shall reimburse Cooperative Strategies for out of pocket expenses as identified in Section 3.2 of the Agreement for Consulting Services.

S:\Proposals\Working Documents\California\Demographics\Monteith\SY1819\San Ysidro SD\SanYsidroUSD\_AnnualFiveYearReport\_20180920.docx

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MA

Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

**BACKGROUND INFORMATION:**

Gloria Gonzalez Photography has been providing school portraits and other specialty items for students and staff. Services are provided based on principal's choice to participate. Participating schools receive a commission for portrait packages that are sold. The commission is used at the discretion of the school principal. School principal may designate and work in conjunction with the school's PTA to coordinate student activities/events and purchase incentives with the commission from these services.

Legal counsel has reviewed the agreement and has made the following recommended revisions:

- Section 1.1 Scope of Services – Requesting that all photographs be processed and printed in the U.S.A.
- Section 1.1 Licenses, Permits, Fees and Assessments – Shall maintain valid and current permits.
- Section 4.8 Confidentiality – All photographs, materials, information, documentation shall remain confidential and adhere to FERPA Regulations.

**RECOMMENDATION:**

Approve 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.

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <u>MA</u>	
Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px; text-align: center;">N/A</div> (Amount)	<div style="border: 1px solid black; padding: 2px; text-align: center;">N/A</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 2px; text-align: center;"> </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 12th day of October, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Gloria Gonzalez Photography  
Company/Consultant

(619) 409-2027  
Telephone Number

5317 Vista Santa Margarita, San Diego, CA 92154  
Address

fotografiagloria@gmail.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.

(1) All photographs taken pursuant to this Agreement shall be processed and printed exclusively in the United States of America.

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 maintain a valid and current City of San Diego Business Tax Certificate for the duration of this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

**1.2 TERM**

From: October 12, 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.

# 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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 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.*

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

### Additional Insured Status

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 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.

## 4.8 CONFIDENTIALITY

All photographs, video, data, materials, products, technology, financial information and other documents ("Confidential Information"), either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Confidential Information shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the services performed pursuant to this Agreement. Consultant shall not disclose, cause or facilitate the

13B.6

Page 5 of 15

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

disclosure of the Confidential Information to any person or entity not connected with the performance of the services or this Agreement. Consultant shall adhere to all relevant Family Educational Rights and Privacy Act (FERPA) Regulations. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known or has become known to the related industry shall be deemed confidential.

## 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 such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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").

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

## 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>	Gloria Gonzalez Photography
Name:	Gloria Gonzalez
Title:	Owner
Address:	5317 Vista Santa Margarita
City/State/Zip code:	San Diego, CA 92154
Telephone:	(619) 409-2027
Email:	fotografiagloria@gmail.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	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476 ext. 3003	
Email:	marilyn.adrianzen@syzdschools.org	

**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

Gloria Gonzalez Photography

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

**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 employee's 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 \_\_\_\_\_



Friday, June 29<sup>th</sup>, 2018

To whom it may concern,

I would like to present who we are and our proposals for this upcoming school cycle.

Before I begin, I would like to inform you a bit about our long work history as a professional photography studio in the school environment.

We have more than 25 years of experience as a photography studio. In the San Ysidro School District, we have offered our services for more than 15 years in which we have served as photographers and as professional designers from the photo shoots to the very last detail in turning in the photographs. We are always making sure we offer our upmost professionalism and excellent quality service. All the work that we offer is retouched and edited. For the finishing product, all of our prints are texturized (to keep from damaging) cut out (for sizes), and packaged for proper presentation of the work. For those print that are 8x10 or larger, we mount them on a white carton especially made for photography paper.

Up to this moment, the packages that we have offered to the schools in the district have been the following:

**Christmas Package:**

We bring a professional portable studio set up which includes the holiday background, the lighting necessary and a tripod for the camera, a person dressed as Santa Claus and some props for example; Christmas hats, scarves, and stuffed toys (holiday themed)

**Spring Package:**

We bring a professional portable studio set up including a spring background, necessary lighting, and a tripod for the camera. We have a person dressed as an Easter bunny and props suitable for the occasion such as bunny ear headbands, spring hats and stuffed toys (spring themed), the bunny suit is optional. It is possible to just have spring props such as a chair and basket.

[gloriagonzalezfotografia.com](http://gloriagonzalezfotografia.com)

Phone (619) 409-2027

E-mail: [fotografiagloria@gmail.com](mailto:fotografiagloria@gmail.com)

[facebook.com/fotografiagloria](https://facebook.com/fotografiagloria)

13B.6



#### Graduation Package:

We bring a professional portable studio set up with a proper background for professional graduation pictures and necessary lighting. In this package we take a group photo with the school uniform or with the graduation suit (dress, suit, etc.) Each school decides how they want the picture taken. For the individual picture, we bring the cap and gown (we have different colors).

For this School cycle we have a few package proposals:

Christmas Package: The sessions are usually in the month of November.

- 1) Calendar 6x12
- 2) 5x7
- 2) 3.5X5
- 4) Wallets
- 6) Gift tags                      price: \$25 dlls.

Spring Package: The sessions are usually taken in the month of February

- 1) 6x10
- 2) 5x7
- 2) 3.5x5
- 4) Wallets                      Price: \$25dlls.

Graduation Package: The sessions are usually taken in the month of May

- 1) 8x10
- 2) 5x7's
- 8) wallets
- 1) 6x12 Group Photo.              Price : \$35 dlls.

Additional specialty items include mugs for the three packages and a snow globe for the Christmas Package for an extra cost of \$10 dlls. additional to the package.

Up to this moment we have worked directly with the PTA in each school and have left a certain amount of earnings from each package to help PTA fundraising.

This year we will leave \$5 dollars per package and \$1 for each specialty item bought.



For the graduation package we have worked with preschool, kindergarten and occasionally 6<sup>th</sup> grade students. We do offer more services than the ones stated above. It is a matter of letting us know what you are looking for and we can accommodate.

We understand that these services are in no way obligatory, therefore we do not ask for a minimum of students to sign up for the packages for us to come and offer our services. This way the school does not feel obliged to gather enough people. We are only requesting to be able to continue our photography services in the San Ysidro School District with your consent.

Thank you for your time and consideration. I hope that the above information has proved that we are a professional photography service and that with this, we will be considered to be able to work within the district for this school cycle and others to come.

Sincerely,  
Gloria A. Gonzalez  
of Gloria Gonzalez Photography

[gloriagonzalezfotografia.com](http://gloriagonzalezfotografia.com)

Phone (619) 409-2027

E-mail: [fotografiagloria@gmail.com](mailto:fotografiagloria@gmail.com)

[facebook.com/fotografia.gloria](https://facebook.com/fotografia.gloria)

13B.6

Page 13 of 15



**Schools Picture Dates  
San Ysidro School District**

**Christmas pictures 2018**

<b>Date</b>	<b>School</b>
November 6 <sup>th</sup>	Smythe Elementary School
November 7 <sup>th</sup>	Ocean View Hills Preschool
November 7 <sup>th</sup>	Ocean View Hills Kinder and Elementary School
November 8 <sup>th</sup>	CDC
November 13 <sup>th</sup>	Sunset Preschool
November 13 <sup>th</sup>	Sunset Elementary School
November 14 <sup>th</sup>	La Mirada Elementary School
November 30 <sup>th</sup>	Willow Elementary School

**Spring/Easter pictures 2019**

<b>Date</b>	<b>School</b>
March 5 <sup>th</sup>	Sunset Preschool
March 5 <sup>th</sup>	Sunset Elementary School
March 6 <sup>th</sup>	Ocean View Hills Preschool
March 6 <sup>th</sup>	Ocean View Hills Kinder and Elementary School
March 7 <sup>th</sup>	CDC
March 12 <sup>th</sup>	Smythe Elementary School
March 13 <sup>th</sup>	La Mirada Elementary School
March 14 <sup>th</sup>	Willow Elementary School

**Graduation pictures 2019**

<b>Date</b>	<b>School</b>
May 1 <sup>st</sup>	La Mirada Elementary School
May 2 <sup>nd</sup>	Smythe Elementary School
May 7 <sup>th</sup>	Sunset Elementary School

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**13B.6**

**Page 14 of 15**

May 14 <sup>th</sup>	Sunset Preschool
May 15 <sup>th</sup>	Willow Elementary
May 16 <sup>th</sup>	CDC
May 17 <sup>th</sup>	Ocean View Hills Preschool
May 17 <sup>th</sup>	Ocean View Hills Kinder School
Pending	Ocean View Hills Elementary School 6 <sup>th</sup> grade

Pending	TBD 8 <sup>th</sup> grade promotion	Vista del Mar
Pending	Formal Dance	Vista del Mar
Pending	Mom and Son dance	Ocean View Hills
Pending	Dad and Daughter Dance	Ocean View Hills
Pending	Mom and Daughter Dance	Ocean View Hills

gloriagonzalezfotografia.com

Phone (619) 409-2027 E-mail: fotografiagloria@gmail.com facebook.com/fotografia.gloria

**13B.6**

**Page 15 of 15**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 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

**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 (\$)
Aseltine School (2 students)	\$83,693.36

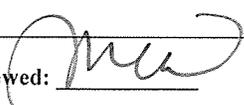
**RECOMMENDATION:**

Approve 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.

**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.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 150px; height: 20px;"></div>
<div style="border: 1px solid black; padding: 2px;">\$83,693.36 (Amount)</div>	<div style="border: 1px solid black; padding: 2px;">Special Education (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 2px;">0100-6500000-5770-1190-5800010-054 (Funding account number)</div>

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification**

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

# 2018-19 San Diego County Nonpublic Master Contract

*Directions:*

- *Main document must be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

**13B.7**  
**Page 2 of 37**

**San Diego County Nonpublic Master Contract**  
**Main Document**  
*2018-2019*

**TABLE OF CONTENTS**

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

*Directions:*

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

# 2018-2019 Nonpublic Master Contract Main Document



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

**13B.7**  
**Page 4 of 37**

**San Diego County Nonpublic Master Contract  
Main Document**

*2018-2019*

**Index of Provisions**

<b>Contract Section</b>	<b>Page Number</b>
-------------------------	--------------------

**SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

1.1	Master Contract.....	2
1.2	Supersedes Prior Contracts .....	2
1.3	Modifications and Amendments .....	2
1.4	Individual Services Agreement.....	2
1.5	Nonpublic Certification or Waiver .....	3
1.6	Term of Master Contract.....	3
1.7	Compliance with Applicable Federal and State Laws.....	3
	a. Nondiscrimination.....	3
	b. Sexual Harassment Policy .....	3
	c. Corporal Punishment Prohibitions .....	3
	d. Student Discipline.....	4
	e. Behavioral Emergency Reports.....	4
1.8	Definitions.....	4

**SECTION 2: ADMINISTRATION OF CONTRACT**

2.1	Notices .....	5
2.2	Independent Contractor Status .....	6
2.3	Subcontract and Assignment .....	6
2.4	Indemnification .....	6
2.5	Insurance.....	6
2.6	Transportation .....	7
2.7	Waivers .....	7
2.8	Successors in Interest.....	7
2.9	Severability .....	7
2.10	Conflicts of Interest.....	8
2.11	Inability to Meet Contract Requirements .....	8
2.12	Dispute Resolution .....	8
2.13	Due Process Complaint Procedures .....	8
2.14	Venue and Governing Law.....	8
2.15	Right to Report Master Contract Violations .....	8
2.16	Termination of Master Contract and/or Individual Services Agreement .....	8
	a. Master Contract.....	9
	b. Individual Services Agreement.....	9
2.17	Individualized Education Program (IEP) Individualized Family Service Plan (IFSP) .....	9
2.18	Free Appropriate Public Education.....	10
2.19	Transition to a Least Restrictive Environment (LRE).....	10
2.20	Pupil Progress .....	10
2.21	Assessments .....	10
2.22	Confidentiality of Records .....	10
2.23	Forwarding Educational Records .....	11
2.24	Data Reporting .....	11

**San Diego County Nonpublic Master Contract  
Main Document**

*2018-2019*

**SECTION 3: PERSONNEL**

3.1	Verification of Credentials, Licenses and Other Qualifications .....	11
3.2	Employee Fingerprints and Tuberculosis Testing .....	11
3.3	Qualifications of Instructional Aides and Teacher Assistants .....	11
3.4	Requirement to Report .....	12
	a. Child Abuse or Molestation .....	12
	b. Missing Student.....	12
	c. Student Injury .....	12

**SECTION 4: FISCAL**

4.1	Billing and Payment.....	12
	a. Invoices .....	12
	b. Late Invoices .....	12
	c. Payment.....	12
	d. Pupil Enrolled Prior to Approval of Agreement to a Contract .....	13
	e. Late Payment .....	13
	f. Medi-Cal Reimbursement.....	13
4.2	Right to Withhold .....	13
4.3	Inspection and Audit.....	14
	a. Maintenance of Fiscal Records .....	14
	b. Maintenance of Student Records .....	14
	c. LEA Access to Documents Related to the Master Contract .....	14
	d. Audit Exceptions.....	14
	e. Reasons for Unannounced Visits .....	14

**SECTION 5: SIGNATURES**

SIGNATURE PAGE .....	15
----------------------	----

**San Diego County Nonpublic Master Contract  
Main Document**

*2018-2019*

**NONPUBLIC  
MASTER CONTRACT**

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 12<sup>th</sup> day of October, 2018 between the

San Ysidro School District, County of San Diego,  
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Aces Academy  
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

# San Diego County Nonpublic Master Contract Main Document

2018-2019

## SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.<sup>1</sup> It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

### 1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

### 1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

### 1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

**San Diego County Nonpublic Master Contract  
Main Document**

**2018-2019**

**1.5 NONPUBLIC CERTIFICATION OR WAIVER**

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

**1.6 TERM OF MASTER CONTRACT**

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1<sup>st</sup>), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from October 1, 20 18 to June 30, 20 19.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

**1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS**

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(i) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

**San Diego County Nonpublic Master Contract  
Main Document**

*2018-2019*

- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

**San Diego County Nonpublic Master Contract  
Main Document**

*2018-2019*

**SECTION 2: ADMINISTRATION OF CONTRACT**

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Business Official  
Name/Title

San Ysidro School District  
Local Education Agency

4350 Otay Mesa Road  
Address

San Ysidro CA 92173  
City State Zip

( 619 ) 428-4476  
Phone

( 619 ) 428-6473  
Facsimile

marilyn.adrianzen@sysdschools.org  
Email Address

Notices to the CONTRACTOR shall be addressed to:

Sienna Archibek, CFO  
Name/Title

Aces Academy  
Nonpublic School

3731 6<sup>th</sup> Ave., Ste. 100  
Address

San Diego CA 92103  
City State Zip

( 619 ) 278-0884  
Phone

( 619 ) 278-0885  
Facsimile

jjacobs@acesaba.com  
Email Address

# San Diego County Nonpublic Master Contract Main Document

2018-2019

## 2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

## 2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

## 2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

## 2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

13B.7

Page 12 of 37

**San Diego County Nonpublic Master Contract  
Main Document**

**2018-2019**

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

**2.6**      TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

**2.7**      WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

**2.8**      SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

**2.9**      SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

**San Diego County Nonpublic Master Contract  
Main Document**

**2018-2019**

**2.10 CONFLICTS OF INTEREST**

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

**2.11 INABILITY TO MEET CONTRACT REQUIREMENTS**

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

**2.12 DISPUTE RESOLUTION**

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

**2.13 DUE PROCESS AND COMPLAINT PROCEDURES**

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

**2.14 VENUE AND GOVERNING LAW**

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

**2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS**

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

**San Diego County Nonpublic Master Contract  
Main Document**

**2018-2019**

**2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT**

**a. Master Contract**

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

**b. Individual Services Agreement**

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

**2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)**

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary,

**13B.7**

**Page 15 of 37**

# San Diego County Nonpublic Master Contract Main Document

2018-2019

and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

## 2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

## 2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

## 2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

## 2.21 ASSESSMENTS

### a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

## 2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

**San Diego County Nonpublic Master Contract  
Main Document**

**2018-2019**

**2.23 FORWARDING OF EDUCATIONAL RECORDS**

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

**2.24 DATA REPORTING**

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

**SECTION 3: PERSONNEL**

**3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS**

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

**3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING**

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

**3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS**

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

**San Diego County Nonpublic Master Contract  
Main Document**

**2018-2019**

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

**SECTION 4: FISCAL**

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up

# San Diego County Nonpublic Master Contract Main Document

2018-2019

sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

#### 4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent

13B.7

Page 19 of 37

**San Diego County Nonpublic Master Contract  
Main Document**

*2018-2019*

pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

San Diego County Nonpublic Master Contract  
Main Document

2018-2019

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2018-2019, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on October 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic  School  Agency

  
\_\_\_\_\_  
Authorized Representative Signature

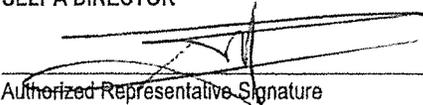
DATE: 9.20.18

Sienna Archibek, CFO  
(Type) Name and Title

---

APPROVED AS TO FORM:

SELPA DIRECTOR

  
\_\_\_\_\_  
Authorized Representative Signature

DATE: 9/21/18

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

---

LEA

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# 2018-2019 Nonpublic Master Contract

## Appendix A: Schools



San Diego County Office of Education  
Student Services and Programs Division

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2018-2019**

**Index of Provisions**

<b>Contract Section</b>	<b>Page Number</b>
<b>SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN’S INSTITUTIONS (LCIs)</b>	
.....	1
<b>SECTION 2: EDUCATIONAL PROGRAM</b>	
2.1 Admission/Enrollment Procedure .....	1
2.2 General Program of Instruction .....	1
a. Transcripts.....	2
b. Foster Youth .....	2
2.3 Supplies and Equipment .....	2
2.4 Calendar .....	2
2.5 Creditable Days of Attendance/Instructional Minutes .....	2
2.6 Parent Visits .....	3
2.7 Assessments .....	3
a. State Mandated Testing .....	3
2.8 Staff Absences .....	3
2.9 Monitoring.....	3
<b>SECTION 3: SAFETY</b>	
3.1 Safe and Appropriate Environment .....	3
a. Facilities .....	3
b. Fire Drills .....	4
c. Earthquake Procedures .....	4
3.2 Attendance .....	4
a. Unexcused Absences.....	4
b. Change of Pupil’s District of Residence .....	4
c. Parent Withdrawal of Student.....	4
d. Make-up Classes or Sessions .....	5
e. Medication .....	5
f. Medical .....	5
<b>SECTION 4: FINANCIAL</b>	
4.1 Rate Schedule for Contract Year .....	6
a. General Program Tuition Rate.....	6
1) Inclusive Education Program.....	6
2) Related Services .....	6
<b>SECTION 5: APPROVALS</b>	
SIGNATURE PAGE .....	9
<b>INTERIM SERVICE AGREEMENT</b> .....	10
<b>INDIVIDUAL SERVICES AGREEMENT</b> .....	11

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2018-2019**

**NONPUBLIC MASTER CONTRACT**  
**Appendix A: Schools**

CONTRACT YEAR 2018-2019

**SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)**

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

**SECTION 2: EDUCATIONAL PROGRAM**

**2.1 ADMISSION / ENROLLMENT PROCEDURE**

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

**2.2 GENERAL PROGRAM OF INSTRUCTION**

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2018-2019**

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to SCCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
*2018-2019*

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.

By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

**SECTION 3: SAFETY**

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2018-2019**

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of excused and unexcused absences and unexcused tardies 30 minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Unexcused Absences

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA when a pupil reaches three unexcused, and every subsequent unexcused absence. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2018-2019**

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify CONTRACTOR within 24 hours when LEA removes a pupil due to medical reasons.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2018-2019**

**SECTION 4: FINANCIAL**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aces Academy

The CONTRACTOR CDS NUMBER: 37-68338-0110809

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$298.90

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/LY/DAILY</u>
<u>Intensive Individual Services (340)</u>	<u>\$20.40</u>	<u>hr</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX A: SCHOOLS  
2018-2019**

<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Note Taking Services (750)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX A: SCHOOLS  
2018-2019**

Recreation Services, Including Therapeutic (760)	_____	_____
College Awareness Preparation (820)	_____	_____
Vocational Assessment, Counseling/Guidance Assessment (830)	_____	_____
Career Awareness (840)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Agency Linkages (referral and placement) (865)	_____	_____
Travel Training (870)	_____	_____
Other Transition Services (890)	_____	_____
Other (900) Music Therapy	_____	_____
Other (900) Vision Therapy	_____	_____
Transportation – Emergency	_____	_____
Bus Passes	_____	_____

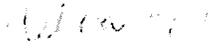
NOTES: \_\_\_\_\_

\*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX A: SCHOOLS  
2018-2019**

**SECTION 5: APPROVALS**

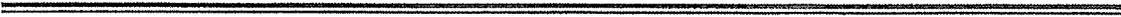
**CONTRACTOR**  
Nonpublic School



DATE: 9.20.18

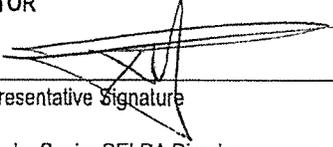
Authorized Representative Signature

Sienna Archibek, CFO  
(Type) Name and Title



APPROVED AS TO FORM:

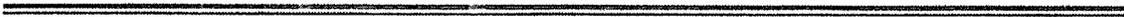
**SELPA DIRECTOR**



DATE: 9/21/18

Authorized Representative Signature

Russell Coronado, Senior SELPA Director  
(Type) Name and Title



**LEA**  
Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
*2018-2019*

**INTERIM WRITTEN APPROVAL**

**For Provision of Special Education/Related Services and Payment**

Pursuant to Section 1.1 of the Master Contract (Main Document),  
the Local Education Agency (LEA) San Ysidro School District  
provides to the CONTRACTOR Aces Academy  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of Cruz Diego Arana IV  
(Student Name)  
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201\_18\_ - 201\_19\_ Contract Year.  
Anticipated Student Start Date: October 1, 2018.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

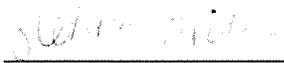
This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

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

Marilyn Adrianzen, Chief Business Official  
Name/Title

Agreed to by the CONTRACTOR:

  
Signature 9.20.18  
Date

Sienna Archibek, CFO  
Name/Title

**San Diego County Nonpublic Master Contract  
Appendix A: Schools  
2018-2019**

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on October 12, 2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Aces Academy

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name \_\_\_\_\_ Sex: \_\_\_\_\_ F \_\_\_\_\_ Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone (619) \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year  
240 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
51 during the extended school year

3 *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below*

A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: \$298.90  
*(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)*

Estimated Number of Days 212 x Daily Rate \$298.90 = PROJECTED BASIC EDUCATION COSTS (A) \$63,366.80

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X			\$20.40/hr	128 RSY daysx6.4 hrs 33 RSY daysx4.4 hrs 8ESY daysx4 hrs	\$20,326.56
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							

**San Diego County Nonpublic Master Contract  
Appendix A: Schools  
2018-2019**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X			INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							

**San Diego County Nonpublic Master Contract**  
**Appendix A: Schools**  
**2018-2019**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							

**San Diego County Nonpublic Master Contract  
Appendix A: Schools  
2018-2019**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ 20,326.56

4. Other Provisions/Attachments:

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MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Aces Academy  
(Name of Nonpublic School)

San Ysidro School District  
(Name of School District)

Sienna Archibek  
(Signature) 9.20.18  
(Date)

\_\_\_\_\_  
(Signature) (Date)

Sienna Archibek, CFO  
(Name and Title)

Marilyn Adrianzen, Chief Business Official  
(Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MA  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH HENDRIX CALIFORNIA SCHOOL CONSTRUCTION SERVICES FOR DSA INSPECTION SERVICES – AMENDMENT NO. 1

On April 12, 2018, the Governing Board approved the agreement with Hendrix California School Construction Services to provide DSA inspection services to oversee the construction/installation of the portable buildings at Ocean View Hills and Vista Del Mar Schools.

This amendment is to extend the term of the agreement from ending September 6, 2018 to end December 30, 2018 and to include inspection services for closeout of the Prop 39 HVAC Projects at La Mirada, Smythe, San Ysidro Middle and District Office locations.

**RECOMMENDATION:**

Ratify 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.

**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: MA  
Requisition #

Financial Implications?

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

Yes     No

Yes     No

NOT TO EXCEED

\$60,000.00

(Amount)

Developer Fees

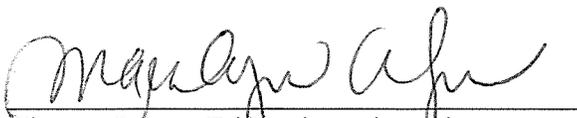
(Name of funding source and/or location)

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(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**



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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**AMENDMENT NO. 1**

The Professional Services Agreement between San Ysidro School District (District) and Hendrix California Construction Services (Hendrix) was entered on April 13, 2018, to provide experienced and certified Division of the State Architect (DSA) Inspector services to oversee the construction/installation of the portable buildings at the Ocean View Hills and Vista Del Mar Schools.

The following sections are being amended.

• SECTION NO. 1.2 TERM:

The term of the agreement is extended to include the period of May 1, 2018 through December 30, 2018.

• EXHIBIT A - SCOPE OF SERVICES:

The Scope of Services remains the same - DSA Inspector Services

Add: Project closeout inspections for Prop 39 HVAC funded Installations at La Mirada School, Smythe School, San Ysidro Middle School and the District Office.

Note: These services will not increase the approved maximum fees.

All other Terms and Conditions of the Agreement dated April 13, 2018 remain the same.

The District and Hendrix, 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.

Hendrix California School Construction Services

Firm Name

San Ysidro School District

Firm Name

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

L.L. "Don" Hendrix, JD - Principal

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

\_\_\_\_\_  
Signature

Marilyn Adrianzen, Chief Business Official

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

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

\_\_\_\_\_  
Date

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** *OCJ*  
 Informational  
 Action

**AGENDA ITEM:** EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM  
GRANT AWARD

**BACKGROUND INFORMATION:**

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

Successful applications for the Education for Homeless Children and Youth (EHCY) program grant were approved for a three-year project period, beginning with fiscal year 2018–19. Based on receipt of Federal allocations for the EHCY Grant Program, the CDE will issue a new grant award each fiscal year for each of the three years.

San Ysidro School District was awarded the EHCY Program Grant for a three-year period, funds will be used to provide supplemental services for our homeless children and youth.

**RECOMMENDATION:**

Accept the Grant Award from the Education for Homeless Children and Youth Program to provide supplemental services for District’s homeless children and youth in an amount up to \$121,875.00 for fiscal year 2018-19.

**LCAP GOAL AND ACTION/SERVICE:**

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *Ma*

Financial Implications?

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

Requisition #

Yes     No

Yes     No     N/A

Revenue <b>\$121,875.00</b> (Amount)
--

<b>EHCY Grant Award</b> (Name of funding source and/or location)
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<b>--</b> (Funding account number)
---------------------------------------

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent’s Office Certification:**

*Gina A. Potter*

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

**ORIGINAL**

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Gina Potter, Superintendent San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	18	14332	68379	00
<b>Attention</b> Gina Potter, Superintendent	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> San Ysidro Elementary	<b>Resource Code</b>	<b>Revenue Object Code</b>	37	
<b>Telephone</b> 619-428-4476	5630	8290	<b>INDEX</b>	
<b>Name of Grant Program</b> Education for Homeless Children and Youth Program				0604

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$121,875		\$121,875		7/1/18	6/30/19
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.196A	S196A18005	Education for Homeless Children and Youth			U.S. Department of Education	

I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth Program.

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

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

Shoshannah Fuentes, Associate Governmental Program Analyst  
 Coordinated School Health and Safety Office  
 California Department of Education  
 1430 N Street, Suite 6408  
 Sacramento, CA 95814-5901

California Department of Education Contact Shoshannah Fuentes E-mail Address shofuentes@cde.ca.gov Signature of the State Superintendent of Public Instruction or Designee <i>Tom Torlakson</i>	Job Title Associate Governmental Program Analyst Telephone 916-227-9922 Date August 20, 2018
--	---

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

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

Printed Name of Authorized Agent <i>Gina A. Potter</i>	Title <i>Superintendent</i>
E-mail Address <i>Gina.Potter@sysdschools.org</i>	Telephone (619) 428-4476
Signature <i>Gina A. Potter</i>	Date Page 2 of 3 9-6-18

**Grant Award Notification (Continued)**

1. The grantee must use Education for Homeless Children and Youth (EHCY) funds for activities authorized under the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431 et seq.) as described in its approved application submitted to the California Department of Education (CDE) in February 2015.
2. The grantee must expend all EHCY funds by June 30, 2019. Carryover is not allowed.
3. The grantee must submit **four** expenditure reports. Failure to submit required reports by the due dates may result in billing for the entire amount of grant funds advanced or a possible reduction of any subsequent grant funds. Homeless Education Budget and Expenditure Forms will be sent to each grantee via email.

**Quarterly Expenditure Report Due Dates**

**For Reporting Period:**

July 1, 2018, through September 30, 2018  
October 1, 2018, through December 31, 2018  
January 1, 2019, through March 31, 2019  
April 1, 2019, through June 30, 2019

**Due to the CDE by:**

October 31, 2018  
January 31, 2019  
April 30, 2019  
July 31, 2019

4. The CDE will distribute funds to the grantee in four payments: three payments of 30 percent each and a final payment of up to 10 percent. The CDE will release the first payment after receipt of the signed Certification of Acceptance of Grant Requirements, a completed 2018-19 Budget Request, and the signed Grant Award Notification (AO-400). The CDE will issue the second and third payments after the grantee has submitted the quarterly expenditure reports due on October 31, 2018, and January 31, 2019, respectively. Please note that the grantee must have expended at least 65 percent of its previous payment before the CDE will issue another payment. The CDE will issue the final payment of up to 10 percent after the grantee has submitted the 2018-19 Final Expenditure Report due July 31, 2019.
5. Budget changes that are more than 10 percent of the grant amount require advance approval from the CDE. If the grantee wishes to change the line-item(s) on the approved 2018-19 budget, a Budget Change Request must be submitted before **May 31, 2019**. Any changes after this date will not be approved.
6. The grantee must comply with the requirements that pertain to sub-grantees in Title 2, Subtitle A, Chapter II, Part 200 of the *Code of Federal Regulations*. Please note that the grantee is required to remit to the CDE all interest greater than \$500 per year which has been earned on unspent federal program cash advances. This must be done quarterly. When reporting and remitting federal interest to the CDE, a grantee should specify the time period associated with the interest earned and the federal program resource code. More information on this subject may be found on the CDE Calculating Interest Earned on Federal Funds web page at <http://www.cde.ca.gov/fg/ac/co/intfedfunds-calculating.asp>. Please send interest earned to the CDE at the following address:

California Department of Education  
P.O. Box 515006  
Sacramento, CA 95851  
Attention: Cashier's Office

7. If your local educational agency does not wish to accept EHCY funds, please write "DECLINE" diagonally across the front of this form. Sign and return to Shoshannah Fuentes at the address on the front of this document.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** *CMJ*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH MYPT SAN DIEGO FOR SCHOOL YEAR 2018-2019

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**BACKGROUND INFORMATION:**

Physical Therapists work to decrease pain and help students return to daily activities. They teach students exercises designed to help them regain strength and range of motion, and also show them and families how to prevent future injuries. This type of service is per student's Individualized Educational Program (IEP).

Cost implication will be \$10,000.00 (includes evaluations and consultations).

**RECOMMENDATION:**

Ratify the agreement with MyPT San Diego to provide physical therapy services for students with special needs and per their IEPs for 2018-2019 school year at a total cost up to \$10,000.00 from the Special Education funds.

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**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: *ma*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$10,000.00

(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 12th day of October, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

MyPT San Diego  
Company/Consultant

(619) 701-7489  
Telephone Number

3445 Xenophon Street, San Diego, CA 92106  
Address

cathy@myptsandiego.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: August 6, 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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 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)**: 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. **District waives \_\_\_\_\_**
6. **Cyber Security Liability**: Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 \_\_\_\_\_

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, the District shall not be bound by the terms of any certificate or endorsement if it does not contain the following language: **13B.10**  
**Page 5 of 11**

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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, or in connection with, the performance of its duties under this Agreement.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

## 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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 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>	<b>MTPT SAN DIEGO</b>
Name:	Cathy Cortney
Title:	Physical Therapist Consultant
Address:	3445 Xenophon Street
City/State/Zip Code:	San Diego, CA 92106-1543
Telephone:	(619) 701-7489
Email:	cathy@myptsandiego.com

<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

**MyPT San Diego**

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

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

Catherine Cortney Alford

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

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

\_\_\_\_\_  
Telephone No. (619) 701-7489

### DISTRICT

**San Ysidro School District**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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:

- Physical therapy evaluation
- Physical Therapy Consultation
- IEP meeting attendance

Total costs up to \$10,000.00

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** CM  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH SAN DIEGO CENTER FOR VISION CARE FOR SCHOOL YEAR 2018-2019

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**BACKGROUND INFORMATION:**

San Diego Center for Vision Care will be providing vision evaluations and vision therapy services for a student with special needs and per their Individualized Education Program (IEP).

Cost implication: Vision Assessment and Vision Therapy Services = \$5,000.00

**RECOMMENDATION:**

Approve the agreement with San Diego Center for Vision Care to provide vision assessment and vision therapy services for a student with special needs and per their Individualized Education Program (IEP) at a cost up to \$5,000.00 from the Special Education fund.

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**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: MM

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$5,000.00

(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 12th day of October, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

San Diego Center for Vision Care- Optometry, P.C.  
Company/Consultant

(619) 464-7713  
Telephone Number

7898 Broadway, Lemon Grove, CA 91945  
Address

http://sandiegocenterforvisioncare.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: October 12, 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 **13B.11** and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically **Page 3 of 11** 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):** 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. **District waives** \_\_\_\_\_
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

# 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, 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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

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

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Design Professionals: 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>DISTRICT:</b>	<b>San Diego Center for Vision Care-Optometry, P.C.</b>	
Name:	Carl G. Hillier	Susan Lachica
Title:	OD, FCOVD	Financial Manager
Address:	7898 Broadway	7898 Broadway
City/State/Zip code:	Lemon Grove, CA 91945	Lemon Grove, CA 91945
Telephone:	(619) 464-7713	(619) 464-7713
Email:	vethrapy@pacbell.net	susanl.sdcvc@yahoo.com

<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**

San Diego Center for Vision Care  
Firm Name

San Ysidro School District  
Firm Name

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

\_\_\_\_\_  
Signature

Carl G. Hillier, OD, FCOVD  
Print Name, Title

Marilyn Adrianzen, Chief Business Official  
Print Name, Title

Tel: \_\_\_\_\_  
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 \_\_\_\_\_

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## EXHIBIT A

### SCOPE OF SERVICES

San Diego Center for Vision Care will provide the following services:

• Vision therapy:	\$4,320.00
• Progress Evaluation:	255.00
• IEP Meeting:	<u>170.00</u>
Total	<u>\$4,745.00</u>

**Total cost up to \$5,000.00**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** llw  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH BAKER NOWICKI DESIGN STUDIO AGREEMENT – AMENDMENT NO. 3

**BACKGROUND INFORMATION:**

The District has identified a need to have a more secured site at Ocean View Hills (OVH) School for the safety of students and staff. In order to provide additional safety, it would be necessary to replace the existing gates and fencing which would require Division of the State Architect (DSA) approval. Since this work will trigger compliance with ADA for path of travel it is necessary for the front area of the campus to be surveyed to confirm as-built topographic elevations.

On September 9, 2018, the Governing Board approved Amendment No. 2 for BakerNowicki Design Studio to perform a topographic survey for a path of travel at the OVH site. The survey has been completed and has substantially reduced the potential site renovation work needed to install new gates.

This Amendment No. 3, will allow BakerNowicki Design Studio, to provide architectural services for the DSA compliant installation of the new gates at the Ocean View Hills School.

**RECOMMENDATION:**

Approve Amendment No. 3 to the agreement with BakerNowicki Design Studio to provide architectural services for DSA compliant installation of new entry gates at the Ocean View Hills School in an amount up to \$7,714.00 from the Building and/or 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		<b>Business Services Reviewed:</b> <u>llw</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	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
Amendment 3 <div style="border: 1px solid black; padding: 2px;">\$7,714.00</div> <small>(Amount)</small>	<div style="border: 1px solid black; padding: 2px;">Building and/or General Fund</div> <small>(Name of funding source and/or location)</small>	<div style="border: 1px solid black; padding: 2px;">--</div> <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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**AMENDMENT NO. 3**

The Professional Services Agreement between San Ysidro School District (District) and BakerNowicki Design Studio was entered on January 26, 2018, to provide architectural services for the construction/installation of the portable buildings at the Ocean View Hills and Vista Del Mar Schools.

Amendment No. 3 - The following sections are being amended.

- SECTION NO. 3 ADDITIONAL SERVICES:

The District is requesting additional services to comply with ADA requirements at the Ocean View Hills School.

- EXHIBIT A - SCOPE OF SERVICES:

The Scope of Services - Architectural Services

Add: To provide architectural services for DSA compliant installation of new entry gates/fences at the Ocean View Hills School at a cost up to \$7,714.00.

- Refer to attached proposal letter from BakerNowicki dated September 17, 2018.

All other Terms and Conditions of the Agreement dated January 26, 2018 remain the same.

The District and BakerNowicki Design Studio, 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.

BakerNowicki Design Studio  
Firm Name

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

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

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

San Ysidro School District  
Firm Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

**EXHIBIT A**  
**AMENDMENT NO. 3**



September 17, 2018

Marilyn Adrianzen, Asst. Supt. Business Services  
**San Ysidro School District**  
4350 Otay Mesa Road  
San Ysidro CA 92173

RE: Proposal for Additional Services  
New Entry Gates at Ocean View Hills Elem. School  
BNds #18001-02

Dear Ms. Adrianzen,

On behalf of BakerNowicki Design Studio, we are pleased to offer our proposal for the addition of new security fencing and entry gates at the Administration Building 100 to provide a secure point of campus entry.

**SCOPE OF WORK**

The scope of work requested by the District includes replacement of existing gates and fencing and processing of the new work through DSA.

Our civil engineer has completed the necessary survey work confirming the existing topography in the designated path of travel. This has substantially reduced the potential site renovation work needed to install the new gates. Since the gates have already been fabricated, it will be necessary for our structural engineer to analyze the as-built drawings and details of the proposed gates to confirm their compliance with the relevant codes prior to submittal to DSA for review and approval.

**EXCLUSIONS/OWNER PROVIDED ITEMS**

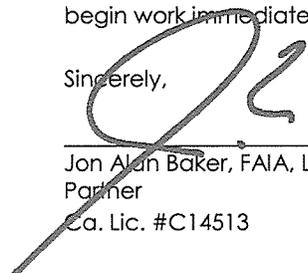
1. Reproduction of documents for Agency approval, bidding and construction can be paid by the District or provided as a reimbursable expense by BNds to the District.
2. District will provide all as-built documentation related to the pre-fabricated gates that are proposed for use on this project.
3. All agency fees will be paid directly by the District.
4. Reimbursable expenses approved by the District will be billed at cost x 1.1

**FEE PROPOSAL**

For the above stated services, BNds proposes a fixed fee of **\$7,714**

We hope that this proposal is satisfactory to your needs and would be pleased to answer any questions that you may have. If satisfactory, please return one signed copy of this proposal. We are prepared to begin work immediately. We appreciate the opportunity to be of service to the District.

Sincerely,



---

Jon Alon Baker, FAIA, LEED AP  
Partner  
Ca. Lic. #C14513

Cc: Joanne Branch, SDCOE

731 Ninth Avenue, Suite A  
San Diego, CA 92101  
619.795.2450  
www.bnndesignstudio.com

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** *LV*  
 Informational  
 Action

**AGENDA ITEM:** CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2019-2020

**BACKGROUND INFORMATION:**

Each year, as required by California Code of Regulations (CCR), Title 5, Section 18010, the California Department of Education's Early Education and Support Division releases applications for continued funding to districts to continue their current child development contracts. This application is for the District's State Preschool and Child Development Program serving children 3 to 5 years of age.

Upon receipt of this continued funding application, the Early Education and Support Division will be notified of our intent to continue services for fiscal year 2019-2020.

**RECOMMENDATION:**

Approve application for continued funding for the District's State Preschool and Child Development Program serving children 3 to 5 years of age for fiscal year 2019-2020.

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *ma*

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*

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

## Continued Funding Application Fiscal Year 2019–20

Contractors must read the accompanying instructions when completing the Continued Funding Application (CFA). Failure to accurately complete the CFA may delay the issuance of the fiscal year 2019–20 contract(s). Instructions may be accessed on the CFA Web page at: <http://www.cde.ca.gov/sp/cd/ci/cfaforms1920.asp>

### Section I - Contractor Information

Legal Name of Contractor: San Ysidro Elementary School District

Contractor "Doing Business As" (DBA):

Headquartered County: 37 San Diego

Vendor Number: 6837

Executive Director Name: Gina A. Potter, Ed.D. - Superintendent

Executive Director Telephone Number: (619) 428 - 4476

Executive Director Fax Number: (619) 428 - 1505

Executive Director E-mail Address: gina.potter@sysdschools.org

Legal Business Address: 4350 Otay Mesa Road

City: San Ysidro

Zip Code: 92173

Mailing Address (if different from above):

City:

Zip Code:

Name of Person Completing Application: Lorena Varela-Reed

Title of Contact Person Completing Application: Director of Child Development

Contact Person Telephone Number: (619) 428 - 2352

Contact Person E-mail Address: lorena.varela-reed@sysdschools.org

<b>Contractor Name</b>	<b>Vendor #</b>	<b>County</b>
San Ysidro Elementary School District	6837	37 San Diego

**Section II – Contract Types**

Check all applicable boxes indicating the programs the contractor intends to continue to administer for the Fiscal Year 2019–20. The contractor agrees to continue implementation of these programs with funds provided by the CDE.	
<p style="text-align: center;"><b>Center-Based Programs</b></p> <p><input checked="" type="checkbox"/> California State Preschool Program (CSPP)</p> <p style="margin-left: 20px;"> <input checked="" type="checkbox"/> Full-Year    <input type="checkbox"/> Part-Year                 </p> <p><input type="checkbox"/> California Center-Based (CCTR)</p> <p style="margin-left: 20px;"> <input type="checkbox"/> Infant/Toddler  <input type="checkbox"/> School-age                 </p> <p><input type="checkbox"/> Program for Special Needs (Handicapped) Children (CHAN)</p> <p><input type="checkbox"/> Migrant Center-Based (CMIG) and Migrant Special Services (CMSS)</p>	<p style="text-align: center;"><b>Alternative Payment Programs</b></p> <p><input type="checkbox"/> Alternative Payment Program (CAPP)</p> <p><input type="checkbox"/> CalWORKs Stage 2 (C2AP)</p> <p><input type="checkbox"/> CalWORKs Stage 3 (C3AP)</p> <p><input type="checkbox"/> Migrant Alternative Payment (CMAP)</p> <p style="text-align: center;"><b>Resource and Referral Programs</b></p> <p><input type="checkbox"/> Resource and Referral (CRRP)</p> <p style="text-align: center;"><b>Family Child Care Home Programs</b></p> <p><input type="checkbox"/> Family Child Care Home Education Network (CFCC)</p>



<b>Contractor Name</b>	<b>Vendor #</b>	<b>County</b>
San Ysidro Elementary School District	6837	37 San Diego

**Section IV – Allocation of Funds**

Contractor's Fiscal Contact Name: Lorena Varela-Reed

Contractor's Fiscal Contact E-mail Address: [lorena.varela-reed@syzdschools.org](mailto:lorena.varela-reed@syzdschools.org)

Telephone Number: (619) 428-2352 Date: 10/11/2018

If you have any questions regarding this form, please contact Robert Hom, Fiscal & Administrative Services Unit by telephone at 916-322-5090 or by e-mail at [RHom@cde.ca.gov](mailto:RHom@cde.ca.gov).

<b>Contract Type</b>	<b>Contract Number</b>	<b>Contract Type</b>	<b>Contract Number</b>
CSPP	8470	Select One	
<b>County Name</b>	<b>% of Total</b>	<b>County Name</b>	<b>% of Total</b>
00 Select One	%	00 Select One	%
00 Select One	%	00 Select One	%
00 Select One	%	00 Select One	%
00 Select One	%	00 Select One	%
<b>Total</b>	0 %	<b>Total</b>	0 %

<b>Contract Type</b>	<b>Contract Number</b>	<b>Contract Type</b>	<b>Contract Number</b>
Select One		Select One	
<b>County Name</b>	<b>% of Total</b>	<b>County Name</b>	<b>% of Total</b>
00 Select One	%	00 Select One	%
00 Select One	%	00 Select One	%
00 Select One	%	00 Select One	%
00 Select One	%	00 Select One	%
<b>Total</b>	0 %	<b>Total</b>	0 %

<b>Contract Type</b>	<b>Contract Number</b>	<b>Contract Type</b>	<b>Contract Number</b>
Select One		Select One	
<b>County Name</b>	<b>% of Total</b>	<b>County Name</b>	<b>% of Total</b>
00 Select One	%	00 Select One	%
00 Select One	%	00 Select One	%
00 Select One	%	00 Select One	%
00 Select One	%	00 Select One	%
<b>Total</b>	0 %	<b>Total</b>	0 %

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

<b>Section V – Program Narrative</b>	
<p>A. The following types of contracts <b>do not</b> have programmatic <b>or</b> calendar changes (select all that apply). <b>NOTE:</b> Program calendars must be submitted for all contract types.</p>	
<input checked="" type="checkbox"/> California State Preschool Program (CSPP)	<input type="checkbox"/> CalWORKs Stage 2 (C2AP)
<input type="checkbox"/> California Center-Based (CCTR)	<input type="checkbox"/> CalWORKs Stage 3 (C3AP)
<input type="checkbox"/> Program for Special Needs (Handicapped) Children (CHAN)	<input type="checkbox"/> Migrant Alternative Payment (CMAP)
<input type="checkbox"/> Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)	<input type="checkbox"/> Resource and Referral (CRRP)
<input type="checkbox"/> Alternative Payment Program (CAPP)	<input type="checkbox"/> Family Child Care Home Education Network (CFCC)
<p>B. The following types of contracts <b>do</b> have programmatic and/or calendar changes (select all that apply). For each contract type selected in this section, complete a separate form EESD 3704A. This form is available on the CFA web page at: <a href="http://www.cde.ca.gov/sp/cd/ci/cfaforms1920.asp">http://www.cde.ca.gov/sp/cd/ci/cfaforms1920.asp</a>.  <b>NOTE:</b> Program calendars must be submitted for all contract types. Making changes to Minimum Days of Operation (MDO) does not change the contract Maximum Reimbursable Amount (MRA).</p>	
<input type="checkbox"/> California State Preschool Program (CSPP)	<input type="checkbox"/> CalWORKs Stage 2 (C2AP)
<input type="checkbox"/> California Center-Based (CCTR)	<input type="checkbox"/> CalWORKs Stage 3 (C3AP)
<input type="checkbox"/> Program for Special Needs (Handicapped) Children (CHAN)	<input type="checkbox"/> Migrant Alternative Payment (CMAP)
<input type="checkbox"/> Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)	<input type="checkbox"/> Resource and Referral (CRRP)
<input type="checkbox"/> Alternative Payment Program (CAPP)	<input type="checkbox"/> Family Child Care Home Education Network (CFCC)

<b>Contractor Name</b>	<b>Vendor #</b>	<b>County</b>
San Ysidro Elementary School District	6837	37 San Diego

<b>Section VI – Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks</b>	
The State of California requires any contractor receiving child care and development funds, disbursed by the California Department of Education (CDE) to employ fully qualified personnel as stipulated in California <i>Education Code (EC)</i> ; <i>California Code of Regulations</i> , Title 5; and Funding Terms and Conditions.	
<p><b>I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All child care staff employed in CDE funded program(s) are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education and Support Division (EESD).</b></p>	
<b>Signature of Authorized Representative:</b>	

<b>Printed Name and Title of Authorized Representative:</b>	Gina A. Potter, Ed.D. - Superintendent
<b>Date of Signature:</b>	10/11/2018
<b>Authorized Representative's Telephone Number:</b>	(619) 428 - 2352
<b>Authorized Representative's E-mail Address:</b>	lorena.varela-reed@syzdschools.org

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

<b>Section VII – Subcontract Certification</b>	
<p>A. The following types of contracts <b>do not</b> have subcontractors (check all that apply):</p> <p><input checked="" type="checkbox"/> California State Preschool Program (CSPP)</p> <p><input type="checkbox"/> California Center-Based (CCTR)</p> <p><input type="checkbox"/> Program for Special Needs (Handicapped) Children (CHAN)</p> <p><input type="checkbox"/> Migrant Center-Based (CMIG)</p>	
<p>B. The following types of contracts <b>do</b> have subcontractors (check all that apply). For each contract type selected, submit a separate form EESD 3704B. The form is available on the CFA Web page: <a href="http://www.cde.ca.gov/sp/cd/ci/cfaforms1920.asp">http://www.cde.ca.gov/sp/cd/ci/cfaforms1920.asp</a>.</p> <p><input type="checkbox"/> California State Preschool Program (CSPP)</p> <p><input type="checkbox"/> California Center-Based (CCTR)</p> <p><input type="checkbox"/> Program for Special Needs (Handicapped) Children (CHAN)</p> <p><input type="checkbox"/> Migrant Center-Based (CMIG)</p>	
<p>I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the <i>California Code Regulations</i>, Title 5, and the Funding Terms and Conditions.</p> <p>I understand that signing this certificate does not lessen the legal responsibility for the child care and development service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.</p>	
<p><b>Signature of Contractor’s Authorized Representative:</b></p>	

Printed Name and Title of Contractor’s Authorized Representative: Gina A. Potter, Ed.D.- Superintendent

Date of Signature: 10/11/2018

Authorized Representative’s Telephone Number: (619) 428 - 2352

Authorized Representative’s E-mail Address: lorena.varela-reed@sysdschools.org

<b>Contractor Name</b>	<b>Vendor #</b>	<b>County</b>
San Ysidro Elementary School District	6837	37 San Diego

**Section VIII – Contractor Certification**

Under penalty of perjury, I certify the following:

- I am authorized by the Contractor's Board of Directors or other governing authority to execute this Continued Funding Application.
- On behalf of Contractor and its governing authority, we understand some information requested in this application is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used or even reviewed or considered by the CDE until well after the contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this Application shall not be considered properly noticed to the CDE nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the child development program, have actual, personal knowledge of the information provided in this Application and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the Contractor complies with all applicable program statutes and regulations, including:
  - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in California Code of Regulations (CCR) Title 5, §18026 et. seq.
  - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in Education Code §8406.9.
  - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in Title 5, §18033 et. seq.
  - Accounting and reporting requirements in Title 5, §18063 et. seq.
  - Operational and programmatic requirements.

Signature of Contractor's Authorized Representative:

<b>Printed Name and Title of Authorized Representative:</b>	Gina A. Potter, Ed.D. - Superintendent
<b>Date of Signature:</b>	10/11/2018
<b>Authorized Representative's Telephone Number:</b>	(619) 428 - 2352
<b>Authorized Representative's E-mail Address:</b>	lorena.varela-reed@sysdschools.org

<b>Contractor Name</b>	<b>Vendor #</b>	<b>County</b>
San Ysidro Elementary School District	6837	37 San Diego

**Section IX – Required Attachments**

All attachments must be completed and attached to the application. These attachments are located on the Continued Funding Application Web page at: <http://www.cde.ca.gov/sp/cd/ci/cfaforms1920.asp>

**A. Fiscal Year 2019–20 Program Calendar (EESD-9730)**

**B. Update and Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database**

**C. Payee Data Record (STD. 204) (Non-public agencies only)**

**D. Secretary of State (Non-public agencies only)**

**E. Verification of School District Name and Address**

**F. Program Narrative Change (EESD 3704A)**

**G. Subcontractor Certification (EESD 3704B)**



# San Ysidro Elementary

New Search

County	San Diego
District	San Ysidro Elementary <a href="#">List of active district's schools</a>
CDS Code	37 68379 0000000
Web Address	<a href="http://www.sysdschools.org">www.sysdschools.org</a>  Link opens new browser tab
Email	
Phone Number	(619) 428-4476
Fax Number	(619) 428-9355
District Address	4350 Otay Mesa Rd. San Ysidro, CA 92173-1617 <a href="#">Google Map</a>  Link opens new browser tab
Mailing Address	4350 Otay Mesa Rd. San Ysidro, CA 92173-1617
Superintendent	Dr. Gina Potter Superintendent (619) 428-4476 Ext. 3021 <a href="mailto:gina.potter@sysdschools.org">gina.potter@sysdschools.org</a>
Chief Business Official	Marilyn Adrianzen Chief Business Official (619) 428-4476 Ext. 3004 <a href="mailto:marilyn.adrianzen@sysdschools.org">marilyn.adrianzen@sysdschools.org</a>
Status	Active
Low Grade	P
High Grade	8
District Type	Elementary School District
NCES/Federal District ID	0635220
Statistical Info	<a href="#">Link to District Profile</a>

CDS Coordinator  
(Contact for Data Updates)

Manuela Colom-Ramirez  
(619) 428-4476 Ext. 3027  
Update Data Request

**Child Development Division  
Agency Information Certification**

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **San Ysidro Elementary Sch Dist (6837)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information  
Program Director information  
Sites and Licenses and/or Office information  
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **San Ysidro Elementary Sch Dist (6837)** as of the date this certification was signed.

	10/11/2018
Program Director/Authorized Representative Signature	Date Signed

Lorena Varela-Reed	
Printed Name of Program Director/Authorized Representative	

**Name of Agency User Generating Certification:** LORENA VARELA-REED

**Date Generated:** 9/28/2018

**Assigned CDD Consultant:** Sandy Patitucci

# Search Results

Public Schools [Remove this criterion from the search](#) District: San Ysidro Elementary [Remove this criterion from the search](#) Status: Active [Remove this criterion from the search](#)

7 Schools found

[Export](#)

CDS Code Sort results by this header	Count y Sort results by this header	District Sort results by this header	School Sort results by this header	School Type Sort results by this header	Sector Type Sort results by this header	Status Sort results by this header
3768379608900 7	San Diego	San Ysidro Elementary	<a href="#">La Mirada Elementar y</a>	Elementary Schools (Public)	Public	Active
3768379611934 1	San Diego	San Ysidro Elementary	<a href="#">Ocean View Hills</a>	Elementary Schools (Public)	Public	Active
3768379609845 3	San Diego	San Ysidro Elementary	<a href="#">San Ysidro Middle</a>	Intermediate /Middle Schools (Public)	Public	Active
3768379608514 6	San Diego	San Ysidro Elementary	<a href="#">Smythe Elementar y</a>	Elementary Schools (Public)	Public	Active
3768379609326 4	San Diego	San Ysidro Elementary	<a href="#">Sunset Elementar y</a>	Elementary Schools (Public)	Public	Active
3768379013773 7	San Diego	San Ysidro Elementary	<a href="#">Vista Del Mar</a>	Intermediate /Middle Schools (Public)	Public	Active
3768379012300 0	San Diego	San Ysidro Elementary	<a href="#">Willow Elementar y</a>	Elementary Schools (Public)	Public	Active

7 Schools found

**Fiscal Year 2019–20 Program Calendar**

Name of Contractor	Vendor Number	County	Contract Type
San Ysidro Elementary School District	6837	37 San Diego	CSPP - Full Year

Enter an "X" for Days of Operation.

July 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
S	M	T	W	T	F	S
				1	2	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	31

September 2019						
S	M	T	W	T	F	S
1	2	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	30					

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

October 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	X	X	X	X	X	26
27	X	X	X	X		

November 2019						
S	M	T	W	T	F	S
					X	2
3	X	X	X	X	X	9
10	11	X	X	X	X	16
17	X	X	X	X	X	23
24	25	26	27	28	29	30

December 2019						
S	M	T	W	T	F	S
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	23	24	25	26	27	28
29	30	31				

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

January 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	X	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X	X	

February 2020						
S	M	T	W	T	F	S
						1
2	X	X	X	X	X	8
9	X	X	X	X	14	15
16	17	X	X	X	X	22
23	X	X	X	X	X	29

March 2020						
S	M	T	W	T	F	S
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X				

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

April 2020						
S	M	T	W	T	F	S
			X	X	X	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	X	X	X	X	X	25
26	X	X	X	X		

May 2020						
S	M	T	W	T	F	S
					X	2
3	X	X	X	X	X	9
10	X	X	X	X	X	16
17	X	X	X	X	X	23
24	25	X	X	X	X	30
31						

June 2020						
S	M	T	W	T	F	S
	X	X	X	X	X	6
7	X	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

Total Days of Operation

EESD Consultant Initials **13B.13**

Page 16 of 16

Date approved by EESD Consultant \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MA  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH WENGER & ASSOCIATES, LLC

**BACKGROUND INFORMATION:**

Wenger & Associates, LLC provides training and publications that are designed with the end user in mind, communicating complex laws and processes in an easy to understand format. They offer professional development programs, including student attendance, associated student bodies, building compliant school plans, revenue maximization, school site committees, and other areas. Wenger & Associates assists schools with their efforts to implement adequate internal controls, improve attendance tracking procedures and can assist with State certification of the District's systems.

**RECOMMENDATION:**

Approve the agreement with Wenger & Associates, LLC to provide Professional Development course on Attendance Accounting and attendance manuals for staff at a cost up to \$9,500.00 from the General fund.

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> <u>MA</u>
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="text" value="\$9,500.00"/> (Amount)	<input type="text" value="General Fund"/> (Name of funding source and/or location)			<input type="text" value="--"/> (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 12<sup>th</sup> day of October, 2018 by and between the San Ysidro School District, hereinafter called the "District", and

Wenger & Associates, LLC  
Company/Consultant

(909) 292-8612  
Telephone Number

PO Box 193, Cedar Glen, CA 92352  
Address

jeri@wengerandassociates.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: October 15, 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.

# 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 modification and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

## 4.5 LAWS AND REGULATIONS

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

## 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

## 4.7 INSURANCE

(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)**: 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. **District waives this item** \_\_\_\_\_
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 for customer notification and credit monitoring service fees. **District waives this item** \_\_\_\_\_

# 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

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

## Primary Coverage

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

## Notice of Cancellation

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

## Waiver of Subrogation

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

## Deductibles and Self-Insured Retentions

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

## Acceptability of Insurers

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

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

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

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

## Verification of Coverage

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

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

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

## 5.8 AMENDMENTS

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

## 5.9 SEVERABILITY

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

## 5.10 GOVERNING LAW

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

## 5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement \_\_\_\_\_.

## 5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

## 5.14 NOTICES / CONTACT INFORMATION

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

<b>CONSULTANT:</b>	<b>Wenger &amp; Associates, LLC</b>
Name:	Jeri A Wenger
Title:	CEO
Address:	PO Box 193
City/State/Zip Code:	Cedar Glen, CA 92352
Telephone:	909.292.8612
Email:	jeri@wengerandassociates.com

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Gina A. Potter, Ed.D.	Marilyn Adrianzen
Title:	Superintendent	Chief Business Official
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 x3021	(619) 428-4476 x3004
Email:	Gina.potter@sysdschools.org	Marilyn.adrianzen@sysdschools.org

**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

Wenger & Associates, LLC

Firm Name

San Ysidro School District

Firm Name

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

\_\_\_\_\_  
Signature

Jeri A Wenger, CEO

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone No. (909) 292-8612

\_\_\_\_\_  
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: Wenger & Associates, LLC

Name/title of authorized representative (Print) Jeri A Wenger, CEO

Signature \_\_\_\_\_ Date 13B.14

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## EXHIBIT A

### SCOPE OF SERVICES

#### Scope of Services

Wenger & Associates, LLC will assist the District standardize and implement compliant practices for attendance district-wide, develop and deliver personalized procedure manuals and staff development, and secure state certification of the District's attendance accounting procedures.

#### Statement of Work and Work Approach

Our approach to your engagement will consist of the following key tasks:

##### **Initial WebEx Meeting**

We begin the process by meeting with key San Ysidro School District administrators via WebEx to: (a) review the scope of the project; (b) discuss current practices and needs; (c) discuss potential compliance risk and opportunities for improvement thereof; (d) develop associated time-lines and expected deliverables.

##### **Validate Adequacy of Attendance System Setup and Controls**

During this portion of the engagement, we will work directly with designated Central Office and Technology Services personnel, to validate the adequacy of the Synergy (EduPoint) setup and controls for recording and reporting of student attendance (apportionment) by attendance funding category and grade span, and provide guidance on how to improve and/or correct any identified deficiencies.

##### **Develop Customized Procedure Manuals**

We will produce seven (7) customized attendance procedure manuals for San Ysidro School District: Teacher's Guide to Taking Attendance, School Attendance Clerk's Attendance Procedure Manual (one for Elementary Single Period Attendance, one for Preschool Single Period Attendance, and one for Middle School Multiple Period Attendance), Central District Attendance Person, Technology Services (control and attendance program setup procedures), and a comprehensive manual for the Central Office. We will also develop the related staff development program materials. To enable us to accomplish this task, we will need to have your designated Technology personnel grant us temporary read and print access to the Synergy (EduPoint) Administrator and User functions. This will allow us to document your actual workflows and obtain screen shots and reports. We will replace any specific student names and other confidential information with fictitious information to maintain confidentiality. We do not download or store any confidential student data on our systems.

##### **Conduct Staff Development**

Once your customized procedure manuals are finalized, we will work directly with you to schedule an initial one-day onsite staff development workshop for San Ysidro School District: Teachers (.75 hour), School Administrators (1 hour), School Attendance Clerks (3 hours), District Central Office personnel (1.5 hours) and Technology Services personnel (1.5 hours), In addition, we will provide an onsite one-day follow-up session before school starts and 6 two-hour WebEx sessions to respond to specific questions staff may have about the daily, weekly, and monthly attendance accounting procedures after they begin using Synergy (EduPoint) on a regular and daily basis.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## Assist San Ysidro School District with Efforts to Secure State Certification of Attendance

We will take specific procedures, forms, and reports from your customized attendance manuals to create the State Certification of Attendance Document. Once it is finalized, we will submit it to the California Department of Education on behalf of San Ysidro School District, and work directly with CDE to obtain the final certification letter for San Ysidro School District.

## Project Deliverables

The deliverables will include the procedure manuals, State approval document, PowerPoint presentations, handouts, ongoing progress reports, and other agreed upon documents.

## Quality Control Review and Progress Meetings

Quality control review procedures, designed to assure quality control and to identify issues as they arise, will occur throughout the engagement process. Each of the services outlined above includes periodic status meetings and related communications to keep you informed of project progress and related matters.

## Fees

The fee for these services will not exceed \$9,750 without the prior approval of San Ysidro School District.

Consultant's hourly rates are: Jeri Wenger, CEO \$185/hour and Documentation Support Staff \$85/hour. Wenger & Associates, LLC and San Ysidro may mutually agree to additional work scope by a written contract amendment.

## Scheduling/Timing of Services

We can begin the engagement remotely on October 15, 2018 and it is anticipated that the project can be completed by June 30, 2019.

## Confidentiality and System Security Statements

**Confidentiality:** Wenger & Associates, LLC agrees to protect the data supplied by the District.

**Password Security:** All passwords are considered secure. Wenger & Associates, LLC will not disseminate any passwords unless specifically directed by the District. Wenger & Associates, LLC shall not provide information concerning Admin accounts (ROOT Admin, contain Admin, Local NT administrator or Domain administrator) or their equivalent to any persons. District personnel only will disseminate this information. Wenger & Associates, LLC will not create "back door" or "generic" user accounts on any systems unless specifically directed to do so by management.

**System Security:** Wenger & Associates, LLC understands that unauthorized access to or modification of District systems including file services, routers, switches, NDS and Internet services is prohibited. This includes District security systems, both hardware and software.

**Privacy:** Wenger & Associates, LLC shall adhere to all provisions of the Federal Family Educational and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code and District policies regarding the protection and confidentiality of data. At all times, Wenger & Associates, LLC will consider all data collected in the course of their duties to be protected and confidential. Release of this data can only be authorized by the District Assistant Superintendent of Business Services and state and federal law.

**Reuse:** Wenger & Associates, LLC shall not copy, duplicate, sell, repackage or use for demonstration purposes any District data without the prior, written consent of the District Superintendent.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** \_\_\_\_\_  
 Informational  
 Action

**AGENDA ITEM:** SERVICE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PRINCIPALS' COACHING AND PROFESSIONAL DEVELOPMENT

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**BACKGROUND INFORMATION:**

The purpose of the partnership with the San Diego County Superintendent of Schools (SDCSS) is to support the District in creating a coherent system of high quality teaching and learning that results in every student succeeding through development in the following key areas: • Develop site and district leaders shared understanding of effective practices of instructional leaders, • Introduce a research-based instructional framework to support the development of a common understanding and language around high quality teaching and learning, and • Develop shared vision of high quality teaching and learning indicators with a focus on strong first universal instruction.

Proposed supports from SDCSS:

- Principal Coaching
- Professional Development – Targeted feedback institute
- Instructional Technology Support
- Strategic Plan
- Strengths finder

**RECOMMENDATION:**

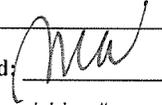
Approve the service agreement with the San Diego County Superintendent of Schools for Principals' coaching and professional development for school year 2018-19 at a total cost of \$23,700.00 from the Title II fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement - Action 1.15: Provide professional development opportunities for site and district administrators to support teaching and learning and to strengthen educational practices. 1.16: Provide professional development for specific programs implemented in middle schools and/or elementary schools.

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

\$23,700.00

Title II Fund

--

(Amount)

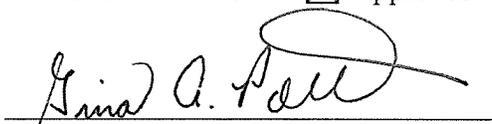
(Name of funding source and/or location)

(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

**SERVICE AGREEMENT BETWEEN  
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
SAN YSIDRO SCHOOL DISTRICT**

This Agreement is made and entered into and by the San Ysidro School District, hereinafter referred to as **DISTRICT**, and San Diego County Superintendent of Schools, hereinafter referred to as **SDCSS**.

**I. PURPOSE & SCOPE**

The purpose of the proposed partnership is to support the DISTRICT in creating a coherent system of high quality teaching and learning that results in every student succeeding through development in the following key areas: (1) Develop site and district leaders shared understanding of effective practices of instructional leaders, (2) Introduce a research-based instructional framework to support the development of a common understanding and language around high quality teaching and learning, and (3) Develop shared vision of high quality teaching and learning indicators with a focus on strong first universal instruction.

**II. DISTRICT RESPONSIBILITIES UNDER THIS AGREEMENT**

DISTRICT shall undertake the following activities:

- Participate in scheduled cabinet meetings to coordinate and determine next steps toward building and strengthening district systems that support high quality instructional leadership.
- Ensure principals participate in coaching sessions and scheduled meetings
- Ensure DISTRICT central office staff supports administrator learning

**III. SDCSS RESPONSIBILITIES UNDER THIS AGREEMENT**

SDCSS agrees to undertake the following activities:

- Collaborate with district leadership as a thought partner, including consultation and support for instructional leadership support to promote instructional coherence across the system
- Provide embedded coaching support for site principals through individual and group coaching activities
- Provide 2-day Targeted Feedback institute for principals to build capacity to provide strength-based feedback to teachers.
- Provide a customized strategic plan framework and internal facilitator coaching.
- Build capacity for strengths-based leadership and collaboration across the organization.
- Customize a technology plan supported by a Professional learning plan that focuses on authentic technology integration directly supporting technology learning objectives and district goals.

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. Agreement Terms and Conditions
  - A. The Term of Agreement shall be for the 2018-2019 school year, ending June 30, 2019.
  - B. DISTRICT agrees to pay SDCSS as services are rendered.
  - C. The amount due for services provided to DISTRICT under the terms of this agreement, within 30 days of receipt of invoice. The total cost of agreement shall be \$23,700. Refer to Exhibit A
  - D. Fees contracted shall include:
    - i. See Exhibit A
  - E. This agreement may be cancelled prior to June 30, 2019, upon mutual written agreement between DISTRICT and SDCSS. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCSS.
  - F. This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.
  - G. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

TOBACCO-FREE FACILITY

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

GOVERNING LAW/VENUE SAN DIEGO

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

FINAL APPROVAL

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

ENTIRE AGREEMENT

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

[SIGNATURE PAGE FOLLOWS]

**SDCSS AND SAN YSIDRO SCHOOL DISTRICT  
CONTACT INFORMATION**

Erin Richison  
Senior Director, District & School Improvement  
San Diego County Office of Education  
Learning and Leadership Services  
6401 Linda Vista Road, 321N  
San Diego, CA 92111-7399  
(858) 569-5455

Erin.Richison@sdcoe.net

Gina Potter, Ed.D  
Superintendent  
San Ysidro School District

4350 Otay Mesa Road  
San Ysidro CA 92173  
619-428-4476

Gina.Potter@sysdschools.org

**IV. EFFECTIVE DATE AND SIGNATURE**

This Agreement shall be in force from November 1, 2018 to June 30, 2019. **SDCSS and DISTRICT** indicates agreement to this Agreement by their signatures.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

**San Diego County Superintendent of Schools**

**San Ysidro School District**

\_\_\_\_\_  
**Signature**

Michael Simonson

Assistant Superintendent of Business Services

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**District Administrator's Signature**

Marilyn Adrianzen

Chief Business Official

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Date**

**Board Approved:**

**EXHIBIT A**

Proposal for Potential Partnership Between San Ysidro Elementary School District  
& San Diego County Office of Education

Purpose

The purpose of the proposed partnership is to support the San Ysidro School District in creating a coherent system of high quality teaching and learning that results in every student succeeding through development in the following key areas: (1) *Develop site and district leaders shared understanding of effective practices of instructional leaders,* (2) *Introduce a research-based instructional framework to support the development of a common understanding and language around high quality teaching and learning,* and (3) *Develop shared vision of high quality teaching and learning indicators with a focus on strong first universal instruction.*

Proposed SDCOE Supports

Support	Targeted Purpose	Scope	Deliverable	Cost	Contact
Principal Coaching	Strengthen principals' expertise in analyzing teacher practice and student learning in order to strengthen professional learning structures and support within the school	<ul style="list-style-type: none"> <li>Individual coaching at site</li> <li>Cohort group coaching sessions for principals to learn together</li> </ul>	<ul style="list-style-type: none"> <li>12 hours coaching support for each principal (7).</li> <li>Cohort group coaching (2 sessions, 3-4 hrs each)</li> </ul>	\$ 10,920  \$ 2,080	Erin Richison Senior Director, District & School Improvement Learning and Leadership Services (858) 569-5455 erin.richison@sdcocoe.net
Professional Development: Targeted Feedback Institute	Utilize strengths-based stance for providing feedback to teachers Use evidence from classroom observations to connect teacher practice to student learning	<ul style="list-style-type: none"> <li>Build understanding of characteristics of effective feedback for teachers</li> <li>Develop strengths-based stance for teacher feedback</li> </ul>	<ul style="list-style-type: none"> <li>2-day Targeted Feedback Institute for principals (7) and DO leaders (3)</li> <li>Additional participants can be added for \$275 per person.</li> </ul>	2,750	Erin Richison Senior Director, District & School Improvement Learning and Leadership Services (858) 569-5455 erin.richison@sdcocoe.net

EXHIBIT A

<p>Instructional Technology Support</p>	<p>Customize a technology plan supported by a Professional learning plan that focuses on authentic technology integration directly supporting technology learning objectives and district goals.</p>	<ul style="list-style-type: none"> <li>Provide the district on-going planning and training in the implementation of authentic integration of technology for students, administrators, and teachers. Provide planning for technology infrastructure in support of technology integration.</li> <li>Provide support to the SYUSD Director of Technology and district leadership team involved in the development of a district-wide Technology Plan</li> </ul>	<ul style="list-style-type: none"> <li>Integration of technology in authentic learning opportunities, can choose from the attached list or customize.</li> <li>3-5 year Technology Plan with Professional Learning Plan.</li> <li>On-going support for the Technology/Professional Learning Plan.</li> </ul>	<p>\$1500 (Three 5 half-day sessions)</p> <p>\$600, not to exceed 6 hours.</p> <p>\$1800 (6 hours per year over 3 years)</p>	<p>Alicia Gallegos Butters, Director, Educational Technology Innovation (858)292.3834 abutters@sdcoe.net @AliciaMButters</p>
<p>Strategic Plan</p>	<p>Customized strategic plan framework and internal facilitator coaching</p>	<ul style="list-style-type: none"> <li>Plan based on existing mission, vision, board goals</li> </ul>	<ul style="list-style-type: none"> <li>Develop a customized 3-5-year strategic plan framework and internal facilitator coaching</li> </ul>	<p>2,000</p>	<p>Leonita Cole Organizational Development Specialist (858) 292-3764 leo.cole@sdcoe.net</p>
<p>StrengthsFinder</p>	<p>Build capacity for strengths-based leadership and</p>	<ul style="list-style-type: none"> <li>Provide CliftonStrengths training</li> </ul>	<ul style="list-style-type: none"> <li>4 Strengths Basics workshops.</li> <li>CliftonStrengths</li> </ul>	<p>2,050</p>	<p>Leonita Cole Organizational Development Specialist</p>

**EXHIBIT A**

	<p>collaboration across the organization.</p>	<ul style="list-style-type: none"> <li>Facilitate the development of a district strategic plan to include LCAP, LEA plan, SPSAs, ELD Master Plan that involves all stakeholders</li> <li>Facilitate the integration of a technology plan to include a needs assessment, support implementation of Chromebooks in the Classroom, Digital Citizenship curriculum/Global Student Learning; ITSE standards, and Integrate use of technology with district adopted curriculum: ELA/ELD (Benchmark/Amplify) &amp; Math (McGraw Hill).</li> <li>Individual online assessments, strengths</li> </ul>	<p>Assessments, materials and 3-4 workshops</p>	<p>(858) 292-3764 leo.cole@sdcoe.net</p>
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EXHIBIT A

			workshops and materials: for board members and managers (53)			
Total					\$23,700	

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MAW  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH NINYO & MOORE – AMENDMENT NO. 1

**BACKGROUND INFORMATION:**

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

Amendment No. 1 to request additional services to provide the services of a specialized inspector to perform site inspections of the existing glue-laminated (glulam) beams at La Mirada and Smythe Schools. Resolution of this project is needed for student and staff safety, risk mitigation, as well as DSA closeout of the modernizations.

The cost of Amendment No. 1 is estimated at \$11,284.00. All other terms and conditions remain the same.

**RECOMMENDATION:**

Approve Amendment No. 1 to the Ninyo and Moore Agreement to provide a DSA-certified glue-laminated inspector to perform site inspections of the existing glue-laminated beams at La Mirada and Smythe Schools at an estimated cost of \$11,284.00 from the Building and/or General funds.

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MAW

Financial Implications?

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

Requisition #

Yes     No

Yes     No

AMENDMENT NO. 1 \$11,284.00 (Amount)
--

Building / 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

**AMENDMENT NO. 1**

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

Amendment No. 1 - The following sections are being amended.

- SECTION NO. 3 ADDITIONAL SERVICES:

The District is requesting additional services to proceed with the DSA requirements to have an American Institute of Timber Construction inspector perform a site inspection of the existing glue-laminated (glulam) beams at La Mirada and Smythe Schools.

- EXHIBIT A - SCOPE OF SERVICES:

The Scope of Services – Specialized inspection services

Add: Provide a DSA-certified glulam inspector to perform all necessary inspections to evaluate the overall conditions of the existing glulam beams at Smythe and La Mirada Schools as described in detail on the attached proposal letter from Ninyo & Moore dated October 3, 2018.

- The cost implications for Amendment No. 1 are estimated at \$11,284.00.

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

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

Ninyo & Moore

Firm Name

San Ysidro School District

Firm Name

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

\_\_\_\_\_  
Signature

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

Marilyn Adrianzen, Chief Business Official

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

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

\_\_\_\_\_  
Date

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

October 5, 2018  
Project No. 108288004-005

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

Subject: Revised Budget Request for Special Inspection of Glue-Laminated Beams  
Smythe and La Mirada Elementary Schools  
San Ysidro, California

Dear Dr. Potter:

Based on discussions with Ms. Joanne Branch and Mr. Guillermo Aguilar, we understand that the District is requesting special inspection services to evaluate the conditions of the existing glue-laminated (glulam) beams at Smythe and La Mirada Elementary Schools. Mr. Aguilar has explained that the cracks within existing glulam beams have been observed and documented. One such crack has been repaired utilizing a steel plate. However, DSA responded to the glulam CCD with a request to have an American Institute of Timber Construction (AITC) inspector perform a site inspection of the existing glulam beams.

## SCOPE OF SERVICES

Based on the discussions with the project team and the DSA response to the glulam CCD, we propose to retain a DSA-certified glulam inspector to perform the following services:

- Perform visual observation/inspection to evaluate the overall conditions of the existing glulam beams.
- Extract samples from the existing glulam beams, as warranted, to further evaluate the glulam beams.
- Perform visual examination of samples extracted to evaluate potential wood failures.
- Perform laboratory testing, if warranted, to evaluate the shear bond and potential for delamination.
- Prepare a written report presenting the observations, findings, and conclusions based on the evaluation. The report will also present recommendations for repairs and/or additional evaluation, if needed. The inspector's report will be provided to the project team to be submitted to DSA to support the glulam CCD.

## ASSUMPTIONS

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

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

## FEE ESTIMATE

Based on the anticipated scope of services outlined above, we estimate the fee for the special inspection of existing glulam beams will be approximately \$11,284 (Eleven Thousand Two Hundred Eighty-Four Dollars). A breakdown of this estimated fee is shown on Table 1 (attached). This fee is based on our assumptions and scope of services presented herein.

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

Respectfully submitted,  
**NINYO & MOORE**



Gabriel Smith, PE  
Project Engineer



Mark Cuthbert, PE  
Principal Engineer

GS/MC/gg

Attachments: Table 1 – Breakdown of Estimated Fee

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

**Table 1 – Breakdown of Estimated Fee**

**Evaluation of Existing Glulam Beams**

Principal Engineer/Geologist	2 hours @ \$168.00 /hour	\$ 336.00
Project Engineer/Geologist	8 hours @ \$156.00 /hour	\$ 1,248.00
Glulam Beam Inspection (Subcontractor)	Estimate	\$ 2,000.00
Laboratory Testing: Shear Bond (Subcontractor)	4 tests @ \$750.00 /test	\$ 3,000.00
Laboratory Testing: Delamination Potential (Subcontractor)	4 tests @ \$750.00 /test	\$ 3,000.00
Markup for Subcontractor Services	10% Markup	\$ 800.00
	<b>Subtotal</b>	<b>\$ 10,384.00</b>

**Contingency**

General 10% Contingency		\$ 900.00
	<b>Subtotal</b>	<b>\$ 900.00</b>

<b>TOTAL ESTIMATED FEE</b>		<b>\$ 11,284.00</b>
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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 11, 2018

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

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

**INITIAL:** MAW  
 Informational  
 Action

**AGENDA ITEM:** SIXTH PROJECT AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) FOR FACILITY PLANNING AND CONSTRUCTION SUPPORT SERVICES

**BACKGROUND INFORMATION:**

The K-12 Public Schools and Community Colleges Facility Authority (FACJPA) is established to assist smaller school districts that lack the internal capacity to manage large construction projects. The District does not have the personnel and the expertise to address facility planning needs.

The FACJPA is presently assisting the District with the portable classroom projects at Ocean View Hills and Vista Del Mar Schools and is providing capital facility support and project delivery services.

The District now wishes to enter into a Sixth Project Agreement with FACJPA to provide support for various small project needs specifically related to school facility support such as project planning, evaluation and design, including architectural or engineering services, facility planning and limited project delivery services, including all management, construction support, and procurement services, to assist with completing multiple project types.

**RECOMMENDATION:**

Approve the Sixth Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority (FACJPA) to provide support for various small project needs specifically related to school facility support such as project planning, evaluation and design, including architectural 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 General Fund.

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MAW

Financial Implications?

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

Requisition #

Yes     No

Yes     No

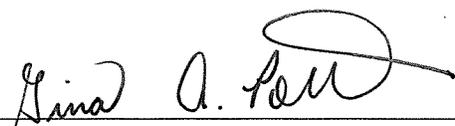
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



**SIXTH PROJECT AGREEMENT BETWEEN  
SAN YSIDRO SCHOOL DISTRICT (DISTRICT)  
AND THE  
K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES  
FACILITY AUTHORITY  
FOR FACILITY PLANNING AND CONSTRUCTION SUPPORT  
SERVICES**

This SIXTH Project Agreement (“SIXTH Project Agreement”) by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (“AUTHORITY”), AND SAN YSIDRO SCHOOL DISTRICT, (“DISTRICT”), a public school district organized and existing under the laws of the State of California is made as of the final dated signature to this document. AUTHORITY and DISTRICT are sometimes individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, DISTRICT became a member of the K-12 Public Schools and Community Colleges Facility Joint Powers Authority upon approval of the agreement between AUTHORITY and DISTRICT (as one of several other entities) by DISTRICT’s governing board (“Board”), (“AUTHORITY Agreement”); and

WHEREAS, the AUTHORITY Agreement offers member districts the ability to avail themselves of facilities planning, construction and maintenance services through the AUTHORITY; and

WHEREAS, the AUTHORITY’s sole Agent is the San Diego County Superintendent of Schools (SDCSS); and

WHEREAS, DISTRICT desires to contract with AUTHORITY, through its Agent, to provide support for various needs specifically related to school facility support such as project planning, evaluation and design, including architectural or engineering services, facility planning and limited project delivery services, including all management, construction support, and procurement services, to assist DISTRICT with completing multiple project types beginning immediately upon full execution of this Project Agreement, (“Project”), and

WHEREAS, DISTRICT and AUTHORITY have identified initial tasks for immediate service, and additional tasks may be desired by DISTRICT, and any additional support requested of AUTHORITY beyond that specifically authorized herein will be authorized by the use of the attached Project Authorization Form, signed by both Parties;



## AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this SIXTH Project Agreement and agree as follows:

- A. The Parties acknowledge that this SIXTH Project Agreement sets forth the terms of the management and facilitation work to be completed during the term of this Agreement. The Parties acknowledge that the DISTRICT hereby exercises its discretion to retain the Authority for the support of its capital facility improvement program.
- B. **Project Description.** The Project is described as various facility related support services which may include the hiring and management of design and engineering professionals, inspectors, testing labs, or others as may be needed. Services may, at the option of the DISTRICT, include providing full service project delivery including project management, procurement, and construction support services, to provide DISTRICT with the projects approved via a fully executed Project Authorization Form attached and incorporated herewith by reference.
1. **Services.** Services may include, but not be limited to: Contracting, procurement, and project management, including guiding and directing the work of professional service providers to obtain construction services, develop plans, specifications, and procure all associated work, hire and direct the work of, and pay professional services providers such as contractors, vendors, architects, testing labs and DSA inspectors in support of the Project. Initiation of specific Services under this Project Agreement shall be initiated using the attached Project Authorization Form (PAF), signed under Board authorized signatory authority and ratified at the next regular Board meeting. Each PAF shall specifically identify the scope of services, the schedule, the maximum budget authorized, and any other requirements associated with a scope of work. Cumulatively, the PAFs shall not exceed the maximum value of this Project Agreement without additional Board authorization.

Services under this Project Agreement may also include support to assist the DISTRICT to develop their own RFQ/P for necessary service providers, advertising, short listing and initiation of Master Agreements with potential services providers, should the DISTRICT wish to initiate a PAF for this service.

2. **Cost Controls/Risk.** AUTHORITY will be procuring any actual construction services using any legally available delivery method including, but not limited to: design/build, quotes or hard bid methods. Risk for unforeseen conditions, design errors, and other impacts outside of AUTHORITY control shall remain with the DISTRICT. AUTHORITY shall provide high quality, professional project management services to



the standard of the industry, and all reasonable and responsible effort will be made to avoid or minimize impacts of the above risks. Final decisions about procurement method, costs, and associated risk shift will be made jointly with the DISTRICT prior to project execution.

C. **Work.**

1. Under the terms of this SIXTH Project Agreement, AUTHORITY shall provide project delivery services to deliver Project(s) complete, based on the scope of work identified in the Project Agreement Form. AUTHORITY shall provide the following services on an as-required basis according to the needs of each PAF:

- a) **Professional and Construction Service Procurement Services.** AUTHORITY shall provide contracting for all required professional and construction service providers using existing pre-qualified, publically advertised lists or other legal means as appropriate to each individual scope of work. Services provided shall comply with all applicable laws, including the Education Code and Public Contract Code.
- b) **Project Management.** AUTHORITY shall provide DISTRICT with project management. Project management activities shall include but not be limited to:
  - o hire and manage consultants required to deliver the project;
  - o attend meeting(s) with consultants;
  - o review all Project documents and providing comments to consultant;
  - o provide oversight of consultants;
  - o procure and manage construction contracts;
  - o assist the DISTRICT with Board docketing, filings with the County of San Diego, and other steps associated with Project which may be required of DISTRICT;
  - o close Project with DSA and provide DISTRICT with a complete record of the Project.

D. **Tasks/Schedule/Deliverable/Fees.**

Upon signature to this SIXTH Project Agreement, FACJPA is authorized to proceed with the Tasks, and providing Deliverables according to the Schedule and Fees as shown in each fully executed Project Authorization Form.



**E. Term of Agreement.**

This Project Agreement shall expire when all services on all active Project Authorizations are complete. No new Project Authorizations shall be allowed after three (3) years from the final signature hereto, and this three (3) year period may be extended by mutual agreement via a written amendment to this Project Agreement.

**F. Maximum Cost.**

The maximum cost allowed for all Project Authorizations shall not exceed fifty thousand dollars (\$50,000) without written amendment to this Project Agreement.

**G. Payment Procedures/Requirements.**

Project/Escrow Account. The parties have mutually agreed for the Agency to establish an interest bearing Project specific account (the "Project Escrow Account") for purposes of facilitating the Agency's payments to the contractors, professionals and vendors involved in the project including, but not limited to: Contractor, Inspector of Record, Qualified Testing Laboratory, Criteria Consultant, Special Inspection Entities, and other consultants necessary for completion of the Project, as well as the fees to be paid to the Agency for the duties and deliverables identified in this Agreement. The Agency shall establish and maintain the Project Escrow Account with deposits from DISTRICT in accordance with this Agreement and the provisions of this section. DISTRICT shall make deposit into the Project Escrow Account based upon that project budget mutually agreed upon by the parties and memorialized in writing in advance of work being performed. This shall ensure that the funds available in the Project Escrow Account for payment of Project-related expenditures shall not fall below the amount required by Agency to pay the contractor and any other vendors/consultants for work performed on the Project. The value of the PAF budget authorized shall be deposited by DISTRICT within thirty (30) days of the Execution Date of each Project Authorization Form for the sole purpose of paying DISTRICT's obligations as may be due hereunder.

The AUTHORITY's Agent, SDCSS may use the amounts deposited in the Project Escrow Account for payment of all Project expenditures as agreed to in terms and conditions of this Agreement and each PAF. Use of DISTRICT's funds shall be reviewed and approved in writing by a DISTRICT Representative periodically, but at least once at the completion of each PAF. All interest earned and accrued in the Project Escrow Account may be applied to open Projects and shall be tracked and reports, and unused funds when the escrow account is closed and all obligations are paid, shall remain the sole property of DISTRICT and will be returned to DISTRICT upon completion of all requested services. Funds remaining from each PAF may be used on a following PAF, should the DISTRICT so direct on the PAF. Detailed accounting of all expenditures shall be made available for audit purposes.



H. **Billing.** AUTHORITY shall request periodic approval of released escrow funds at key progress points during the progress of each scope of work. Such requests shall describe in detail the services provided and itemize costs for such services in an accurate and organized manner.

I. **District Responsibilities.**

1. DISTRICT will ensure sufficient money is available in escrow to pay consultants, contractors, and subcontractors working on the Project.
2. DISTRICT will provide a consistent point of contact for decision making and direction and provide decisions and direction in a reasonable and timely manner.
3. DISTRICT will provide reasonable access to district facility records, drawings, and sites as appropriate to this Project Agreement.

J. **Miscellaneous.**

1. This SIXTH Project Agreement shall only be effective upon execution by both the AUTHORITY and DISTRICT.
2. This SIXTH Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. If any provision of this SIXTH Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this SIXTH Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.
4. To the furthest extent permitted by California law, the Authority shall indemnify, defend, keep and hold harmless the District, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance or non-performance of its duties and responsibilities under this Agreement by or other negligent or willful acts of omissions of the Authority, Contractor, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these



provisions void or unenforceable. This indemnification, defense and hold harmless obligation includes any failure or alleged failure by Authority to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Agreement.

5. For the term of this SIXTH Project Agreement, AUTHORITY shall name DISTRICT as additionally insured under its program of liability insurance. A Certificate of Insurance shall be issued as evidence of such a program of insurance by SDCC to District with minimum limits of \$2,000,000 per occurrence and a \$4,000,000 general aggregate. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. For any claims related to this project, the AUTHORITY's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance of self-insurance maintained by the Additional Insureds shall be in excess of the AUTHORITY's insurance and shall not contribute with it. No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds. The AUTHORITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The AUTHORITY's shall furnish DISTRICT with, and shall maintain on file with the District during the term of the SIXTH Project Agreement valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to DISTRICT. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

A Certificate of Insurance shall be issued as evidence of such program of insurance by SDCSS to DISTRICT with at minimum the limits as follows:

**General Liability:** \$2,000,000 per occurrence and \$4,000,000 general aggregate, with no special limitations on the scope of protection afforded to the Additional Insureds.

**Automobile Liability:** No less than \$1,000,000 per accident for bodily injury and property damage for any auto, hired autos, or non-owned autos.

**Workers' Compensation (Employer's Insurance):** Insurance as appropriate to the work, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.



6. DISTRICT shall carry general liability insurance and or self-insurance covering DISTRICT employees during the term of the SIXTH Project Agreement with AUTHORITY, with limits of \$2,000,000.00 per occurrence with a \$4,000,000 general aggregate evidenced by a certificate of insurance. This document shall be delivered to AUTHORITY prior to the commencement of the SIXTH Project Agreement.
7. Status of AUTHORITY: AUTHORITY is and shall at all times be deemed to be a consultant to District. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between AUTHORITY, or any of the AUTHORITY's employees or agents, and District or any of District's agents. AUTHORITY shall be responsible for all salaries, payments and benefits for all of its officers, agents, subcontractors and employees in performing services under this Agreement. AUTHORITY assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. AUTHORITY, its consultants, agents and employees shall not be entitled to any rights or privileges of DISTRICT employees.
8. In as much as this Agreement is intended to secure the specialized services of AUTHORITY, AUTHORITY may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the DISTRICT and any such assignment, transfer, delegation or sublease without the DISTRICT's prior written consent shall be considered null and void. Likewise, DISTRICT may not assign, transfer, delegate or sublet any interest therein without the prior written consent of AUTHORITY and any such assignment, transfer, delegation or sublease without AUTHORITY's prior written consent shall be considered null and void.
9. Each Party declares that prior to the execution of this SIXTH Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding the SIXTH Project Agreement.

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

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

Instructions: Each Project Authorization must be uniquely numbered, and contain at minimum, the Task Description, Budget, Schedule Deliverables, and Fee to be charged for the support work. All work authorized shall be paid by Agency on behalf of DISTRICT, at Direct Cost, without Agency markup, from the Escrow as described in this Project Agreement. EFSG Staff Hourly rate is \$110/hour. Each Task shall have its own separate Project Authorization Form and be separately managed and reported. If an Authorized Budget requires adjustment, an amended PAF, fully executed, is required.

PA#:

Task Description:

Budget Authorized:

Deliverable(s):

Schedule:

FACJPA Service Fees and hours (Included in above budget):

Special Instructions:

Escrow Deposit Instructions:

Agent – EFSG	DISTRICT
_____ Signature	_____ Signature
_____ Date	_____ Date
Bill Dos Santos, Sr. Director Educational Facility Solutions Group (EFSG)	Name: _____ Title: _____
	Date Ratified: _____