

San Ysidro School District Governing Board

AGENDA

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

WELCOME

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

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

GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, AUGUST 9, 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, August 9, 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 School District – Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session will be conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 5:10 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 - *arrived at 5:37 p.m.*
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member - *arrived at 7:31 p.m.*

3. FLAG SALUTE by Rosaleah Pallasigue, Board President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: Pallasigue Second: Diaz 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 Clerk Diaz. The vote was 3-0.

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:13 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)

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

6.3 GOVERNMENT CODE SECTION 54957 (Potter/Zummo)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

6.4 GOVERNMENT CODE SECTION 54957.6 (Zummo)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Daniel Zummo, Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
Classified School Employees Associations, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

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: 4

6.6 GOVERNMENT CODE SECTION 54597 (Potter)
PUBLIC EMPLOYEE PERFORMANCE EVALUATION TEMPLATE
Title: Superintendent

RECONVENED into OPEN SESSION at 6:02 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

7. CALL TO ORDER Who: President Pallasigue Time: 6:02 p.m.

8. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS

- 8.1 SYMS Soccer Coach and Team (Zummo)
- 8.2 Perfect Attendance Certificated Employees (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.

Tom Kitch, former Substitute Teacher, Commented: 1) He was let go as a substitute teacher from the district. 2) He did read alouds on YouTube dedicated to the children of the San Ysidro School District and deleted them or moved them to private. There is no mention of children or the San Ysidro School District. 3) His hobby is singing and has songs on YouTube. He shared positive feedback about his singing and work at the district. 4) Asked the Board for reinstatement as a substitute teacher.

Angela Amoroso, Broadway Bound, Commented: 1) She’s been collaborating with Tony Plana about Broadway Bound and received word last week that the program had been canceled. 2) They were asked to expand the program and the children were invited to perform for the Board at their June meeting. The program was expanded from three to seven schools which would cover two-hundred fifty-six students for the same price and teachers were hired. 3) Mentioned that the updated proposal was not accurately presented to the Board and shared copies of the proposal.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Clerk Diaz, Commented: 1) Thanked everyone for attending the Board meeting. 2) Thanked Dr. Potter for everything she’s accomplished in the last two months. It feels different and hopes everyone is feeling it outside of the schools. 3) Welcomed the new principals to the district. 4) Hopes to visit all of the schools and would like to see more California Distinguished schools in the district. 5) Welcomed everyone to another year and knows it will be a successful year.

President Pallasigue, Commented: 1) Appreciates the district for the first week of school. Students are privileged to learn from everyone. 2) Her son was born and raised in the district and turned out awesome. 3) Mentioned not dwelling on past years and moving forward. 4) Appreciates Dr. Potter for her availability, expertise, and leadership. 5) She is looking forward to the new school year and Resource Fair.

Vice-President Lopez, Commented: 1) Thanked Dr. Potter for inviting Board members to visit schools on the first day of school. It made her feel good that we were working together welcoming our children and community. 2) Acknowledged the SYMS Viking soccer team. Mentioned that SYMS has always won championships. We need to bring sports to our schools because our kids need it. 3) Mentioned that preschool enrollment is increasing and the importance of preparing the students for PreK and Kindergarten.

Superintendent Potter, Commented: 1) Thanked all staff for the great start, the welcome back kickoff and for coming together and helping move towards the common mission of the district. 2) Thanked principals, teachers, and classified staff for a wonderful first day of school. 3) Thanked the Board for starting Board meetings with recognitions of students and staff and Mrs. Colom for selecting the plaques and the “Distinguished Champion Award.” 4) Thanked Veronica Medina for the 4th Annual Resource Fair.

11. CONFERENCE SESSION

Reports/Presentations

11.1 Arts , Sports & STEM Program Options - Manuela Colom/Omar Calleros

Member Linares, Commented: 1) The money was already allocated for the program in the LCAP. We had Broadway Bound last year and it’s already in the budget for this year. If parent’s want the program, we have to supply it. We don’t have a program to replace it.

Superintendent Potter, Commented: 1) There was no vendor delineated in the LCAP.

12. GENERAL ADMINISTRATION

12.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of July 12, 2018 and minutes of the Special Board Meeting of July 13, 2018.

Motion: Lopez Second: Diaz Vote: 4-0

12.2 SECOND READING AND ADOPTION OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION 5141.52 – SUICIDE PREVENTION (Colom)

The Board approved second reading and adoption of new Board Policy and Administrative Regulation 5141.52 – Suicide Prevention.

Motion: Pallasigue Second: Lopez Vote: 4-0

12.3 SECOND READING AND ADOPTION OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION 5145.13 – RESPONSE TO IMMIGRATION ENFORCEMENT (Colom)

The Board approved second reading and adoption of new Board Policy and Administrative Regulation 5145.13 – Response to Immigration Enforcement.

Motion: Diaz Second: Lopez Vote: 4-0

12.4 RESOLUTIONS 2018-19 – UPDATED (Adrianzen)

The Board approved Resolutions Nos. 18/19-0010 – 18/19-0016 designating Dr. Gina A. Potter, Superintendent and Ms. Marilyn Adrianzen, Chief Business Official as the authorized agents to carry out District business and for ASB, Ms. Nadia Aviles, Principal of Vista Del Mar Middle and Maria Rodriguez, Principal of San Ysidro Middle effective August 10, 2018.

Motion: Diaz Second: Lopez Vote: 4-0

12.5 GOVERNING BOARD MEMBERSHIP TO NALEO FOR THE 2018-2019 SCHOOL YEAR

The Board approved membership for Board Members to the National Association of Latino Elected Officials (NALEO) for the 2018-2019 school year at a cost of \$500.00 from the General Fund.

Motion: Pallasigue Second: Lopez Vote: 4-0

12.6 RESOLUTION NO. 18/19-0017

The Board approved Resolution No. 18/19-0017 appointing Ms. Marilyn Adrianzen, Chief Business Official, as the Primary Representative to the Protected Insurance Program for Schools Joint Powers Authority (PIPS JPA).

Motion: Diaz Second: Lopez Vote: 4-0

12.7 RESOLUTION NO. 18/19-0018

The Board approved Resolution No. 18/19-0018 appointing Ms. Marilyn Adrianzen, Chief Business Official, as the Primary Representative to the Southern California Regional Liability Excess Fund Joint Powers Authority (ReLiEF JPA)

Motion: Pallasigue Second: Diaz Vote: 4-0

12.8 2018-2019 REVISED STUDENT CALENDAR

The Board approved the 2018-2019 Revised Student Calendar. Per California Education Code Section 37220, the Veteran’s Day holiday was changed from November 9, 2018, to November 12, 2018.

Motion: Pallasigue Second: Lopez Vote: 4-0

12.9 2018-2019 REVISED CERTIFICATED WORK CALENDAR

The Board approved the 2018-2019 Revised Certificated Work Calendar. Per California Education Code Section 37220, the Veteran’s Day holiday was changed from November 9, 2018, to November 12, 2018.

Motion: Diaz Second: Pallasigue Vote: 4-0

12.10 2018-2019 REVISED CLASSIFIED 10-MONTH 209 DAY WORK CALENDAR

The Board approved the 2018-2019 Revised Classified 10-Month 209 Day Work Calendar. Per California Education Code Section 37220, the Veteran’s Day holiday was changed from November 9, 2018, to November 12, 2018.

Motion: Pallasigue Second: Lopez Vote: 4-0

12.11 2018-2019 REVISED 10-MONTH 213 DAY WORK CALENDAR

The Board approved the 2018-2019 Revised Classified 10-Month 213 Day Work Calendar. Per California Education Code Section 37220, the Veteran’s Day holiday was changed from November 9, 2018, to November 12, 2018.

Motion: Pallasigue Second: Lopez Vote: 4-0

12.12 2018-2019 REVISED CLASSIFIED 11-MONTH WORK CALENDAR

The Board approved the 2018-2019 Revised Classified 11-Month Work Calendar. Per California Education Code Section 37220, the Veteran’s Day holiday was changed from November 9, 2018, to November 12, 2018.

Motion: Pallasigue Second: Lopez Vote: 4-0

12.13 2018-2019 REVISED CLASSIFIED 12-MONTH WORK CALENDAR

The Board approved the 2018-2019 Classified 12-Month Work Calendar. Per California Education Code Section 37220, the Veteran’s Day holiday was changed from November 9, 2018, to November 12, 2018.

Motion: Pallasigue Second: Lopez Vote: 4-0

13. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Items 13B.8 and 13B.30 for discussion and to be voted on separately.

Motion: Pallasigue Second: Diaz Vote: 4-0

13A. CURRICULUM & INSTRUCTION

13A.1 PROFESSIONAL DEVELOPMENT (Colom)

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Marilyn Adrianzen, Manuela Colom, Daniel Zummo, Todd Lewis, Cynthia Gonzalez, Paloma Perez, Pat Caro, Carolina Jaime	CALPADS – FALL 1 & Dashboard Release	SCREC	October 2, 2018	Mileage	General Fund
Cynthia Gonzalez	New CAASPP Coordinator Training/New ELPAC Coordinator Training/Assessment and Accountability Information Meeting	Ontario, CA	September 25-27, 2018	\$1,200.00	Title II Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Jaime Abarca, Ray Lozada, Marisela Lozano, Jennifer Cuestas, Valerie Gonzalez, Christian Lopez, Emily Kurtz, David Alvarado, Jimmy Delgado, Alma Sanchez, Carina Ponce, Jerome Ryan, 2 TBA teachers	Introductory to the New History-Social Science Framework (Secondary)	SDCOE	August 10, 2018	\$2,500.00	Title II Fund
Sharon Aguilera, Javier Cortes, Iliana Cornejo, Jessica Davis, Gabrielle Rodriguez, Entelechy Saron	Kagan Structures for Engagement and Achievement Days 1 & 2	San Diego	August 14-15, 2018	\$4,170.99	Title I Fund
Marilyn Adrianzen Daniel Chavez	Administration 2018 VEBA Advisor Council	San Diego	08/23/2018	Mileage	General Fund

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Daniel Chavez	2018 VEBA Benefit Administrator Training	San Diego	09/06/2018	Mileage	General Fund
Daniel Chavez	Business Rules for School Agency Employers	San Diego	08/28/2018	Mileage	General Fund
Rodolfo Linares	NALEO National Policy Institute on Emergency Planning and Preparedness	Miami	09/14-15/2018	\$300.00 approximate	General Fund

13B. BUSINESS

13B.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period July 2, 2018 through July 18, 2018.

13B.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of June 28, 2018 through July 20, 2018 for a total expenditure of \$2,378,437.82.

13B.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$1,492.00 to help support and enrich our educational programs.

13B.4 AGREEMENT WITH WILKINSON HADLEY KING & CO. LLP FOR REVIEW OF INTERNAL CONTROLS PROCEDURES (Adrianzen)

The Board approved the agreement with Wilkinson Hadley King & Co. LLP for review of Internal Controls Procedures in an amount up to \$22,500.00 from the General fund. These services are being requested based on the recommendations listed on the FCMAT Audit Report dated June 8, 2018.

13B.5 AGREEMENT WITH FORENSIC ANALYTICAL CONSULTING SERVICES (Adrianzen)

The Board approved the 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 GROSSMONT UNION SCHOOL DISTRICT (Adrianzen)

The Board approved the amendment to the Transportation and Vehicle Repair Services Agreement with Grossmont Union School District on a month-to-month basis for the rental of three (3) school buses during school year 2018-19 at a cost up to \$7,000.00 per month from the General fund.

13B.7 AGREEMENT WITH GOLD STAR FOODS (Adrianzen/Perez)

The Board approved the agreement with Gold Star Foods to provide food commodities to the District’s Nutrition Services Department through the existing “piggyback” agreement between Gold Star Foods and Downey Unified School District Bid No. 18/19-01.

13B.8 AGREEMENT WITH LLOYD’S PEST CONTROL (Adrianzen)

The Board approved/ratified the agreement with Lloyd Pest Control for 2018-19 at an approximate cost of \$8,312.00 from the Child Nutrition and General funds.

Motion: Pallasigue Second: Diaz Vote: 4-0

13B.9 AGREEMENT WITH CAPITOL ADVISORS GROUP, LLC (Potter)

The Board approved the agreement with Capitol Advisors Group, LLC for fiscal year 2018-19 at a cost up to \$25,000.00 from the General fund.

13B.10 AGREEMENT WITH CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) (Potter)

The Board approved the California School Boards Association (CSBA) Policy Services Transition Agreement in an amount up to \$10,000.00 from the General fund.

13B.11 AGREEMENT WITH 3SCREEN.COM (Colom)

The Board approved the agreement with 3Screens.com to conduct an anti-bullying assembly at the San Ysidro Middle School on October 16, 2018 at a cost up to \$650.00 from Title I funds.

13B.12 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC SCHOOLS FOR 2018-2019 SCHOOL YEAR (Colom)

The Board approved the San Diego County Nonpublic School Master Contracts with Asepline School and The Institute for Effective Education to provide nonpublic school placements to Special Education students per their IEPs during school year 2018-2019 at a cost up to \$215,880.60 from the Special Education fund.

13B.13 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC SCHOOLS FOR 2017-2018 SCHOOL YEAR (Colom)

The Board approved the San Diego County Nonpublic School Master Contracts with Asepline School and The Institute for Effective Education to provide nonpublic school placements to Special Education students (late enrollees) per their IEPs for school year 2017-2018 at an estimated cost up to \$13,863.75 from Special Education fund.

13B.14 AGREEMENT WITH SPEECH TREE THERAPY CENTER (Colom)

The Board approved the agreement with Speech Tree Therapy Center to provide an independent speech evaluation at a cost up to \$1,500.00 from the Special Education fund.

13B.15 AGREEMENT WITH LAKESHORE LEARNING MATERIALS (Colom)

The Board approved the purchase agreement with Lakeshore Learning Materials to provide training to Special Education teachers and purchase student subscriptions to access the online program at a cost up to \$7,000.00 from the Special Education fund.

13B.16 AGREEMENT WITH VERBAL BEHAVIOR ASSOCIATES (Colom)

The Board approved the agreement with Verbal Behavior Associates to provide an independent functional behavior assessment and attend IEP meetings, at a cost up to \$2,400.00 from the Special Education fund.

13B.17 SERVICE AGREEMENT WITH 806 TECHNOLOGIES, INC. FOR THE TITLEICRATE PROGRAM (Colom)

The Board approved the service agreement with 806 Technologies, Inc. for the TitleICrate Program, for the 2018-19 school year at a total cost of \$3,600.00 from the General fund. This is a tool to prepare for Federal Program Monitoring by the CDE.

13B.18 MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR THE 2018-19 21ST CENTURY COMMUNITY LEARNING CENTERS PROGRAM - REVISED (Colom)

The Board approved/ratified the revised Memorandum of Agreement with the YMCA of San Diego County to provide the 21st Century Community Learning Centers Program for fiscal year 2018-2019.

13B.19 MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR THE 2018-2019 ASES PROGRAM - REVISED (Colom)

The Board approved/ratified the revised Memorandum of Agreement with YMCA of San Diego County to provide the After School Education & Safety (ASES) Program for fiscal year 2018-2019.

13B.20 AGREEMENT WITH LOMA LINDA UNIVERSITY – FIELD WORK EXPERIENCE (Zummo)

The Board approved the 5-year agreement with Loma Linda University to support field work experience in the Speech-Language Pathology program effective September 1, 2018.

13B.21 IN LIEU OF TRANSPORTATION AGREEMENTS 2018-2019 (Colom/Madera)

The Board approved/ratified the In Lieu of Transportation Agreements with the parents of two students with special needs in an amount up to \$12,000.00 from the Special Education fund.

13B.22 AGREEMENT WITH NINYO & MOORE (Adrianzen/Branch)

The 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 at a maximum authorized cost of \$8,234.00 from the Building and/or General funds.

13B.23 AGREEMENT WITH AGUILAR ARCHITECTS FOR SERVICES TO CLOSE PROJECT WITH COMPLIANCE (Adrianzen/Branch)

The Board approved the 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 in an amount up to \$48,090.00 from the Building and/or General fund.

OUT OF CLASS COMPENSATION (Zummo)

The Board approved the out of class compensation for the following as recommended by staff:

- 13C.3** Lead Maintenance and Lead Gardener

13D. PERSONNEL – CERTIFICATED

EMPLOYMENT (Zummo)

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

- 13D.1** Certificated Probationary Staff

RESIGNATION (Zummo)

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

- 13D.2** Certificated Staff

REVISED JOB DESCRIPTION (Zummo)

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

- 13D.3** Social Worker

13E. PERSONNEL – MANAGEMENT

EMPLOYMENT (Zummo)

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

- 13E.1** Classified Management Staff

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

GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:27 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)

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

6.3 GOVERNMENT CODE SECTION 54957 (Potter/Zummo)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

6.4 GOVERNMENT CODE SECTION 54957.6 (Zummo)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Daniel Zummo, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

Classified School Employees Associations, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

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: 4

6.6 GOVERNMENT CODE SECTION 54597 (Potter)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION TEMPLATE

Title: Superintendent

RECONVENED into OPEN SESSION at 8:47 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 Pallasique made the motion to adjourn the meeting, seconded by Clerk Diaz. The vote was 5-0.

14. ADJOURNMENT Time: 8:48 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, AUGUST 9, 2018
4:00 p.m. - 5:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, August 9, 2018 at 4:00 p.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: 4:01 p.m.

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

3. FLAG SALUTE by Rosaleah Pallasigue, Board President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: Diaz Second: Pallasigue Vote: 3-0

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

Clerk Diaz 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 4:05 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

12.1

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6.3 GOVERNMENT CODE SECTION 54597 (Potter)
PUBLIC EMPLOYEE PERFORMANCE EVALUATION TEMPLATE
Title: Superintendent

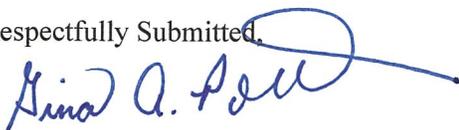
RECONVENED into OPEN SESSION at 5:10 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

The Board adjourned the meeting at 5:10 p.m.

7. ADJOURNMENT Time: 5:10 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
FRIDAY, AUGUST 24, 2018
2:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Friday, August 24, 2018 at 2:00 p.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: Vice-President Lopez Time: 2:08 p.m.

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

3. FLAG SALUTE by Irene Lopez, Vice -President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: Diaz Second: Lopez Vote: 3-0

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

None at this time.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

The Board explored and discussed related issues to the role of the Board and Board Governance building including operating protocols, District and Board goals, and Board communication.

7. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

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

8. GOVERNING BOARD – RECESSED to CLOSED SESSION at 4:23 p.m. in accordance with section 54954.5 regarding:

12.1

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8.1 GOVERNMENT CODE SECTION 54957 (Potter)
PUBLIC EMPLOYEE PERFORMANCE EVALUATION TEMPLATE
Title: Superintendent

8.2 GOVERNMENT CODE SECTION 54957.6 (Zummo)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Daniel Zummo, Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
Classified School Employees Associations, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

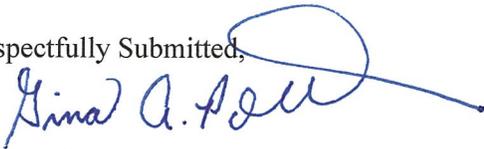
RECONVENED into OPEN SESSION at 6:09 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

Clerk Diaz made the motion to adjourn the meeting, seconded by Member Linares. The vote was 3-0.

9. ADJOURNMENT Time: 6:09 p.m.

Respectfully Submitted,



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: REVISED ORGANIZATIONAL CHART

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 – Business Services.

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

Renewal New Amendment Ratify Other

Business Services Reviewed: mu

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

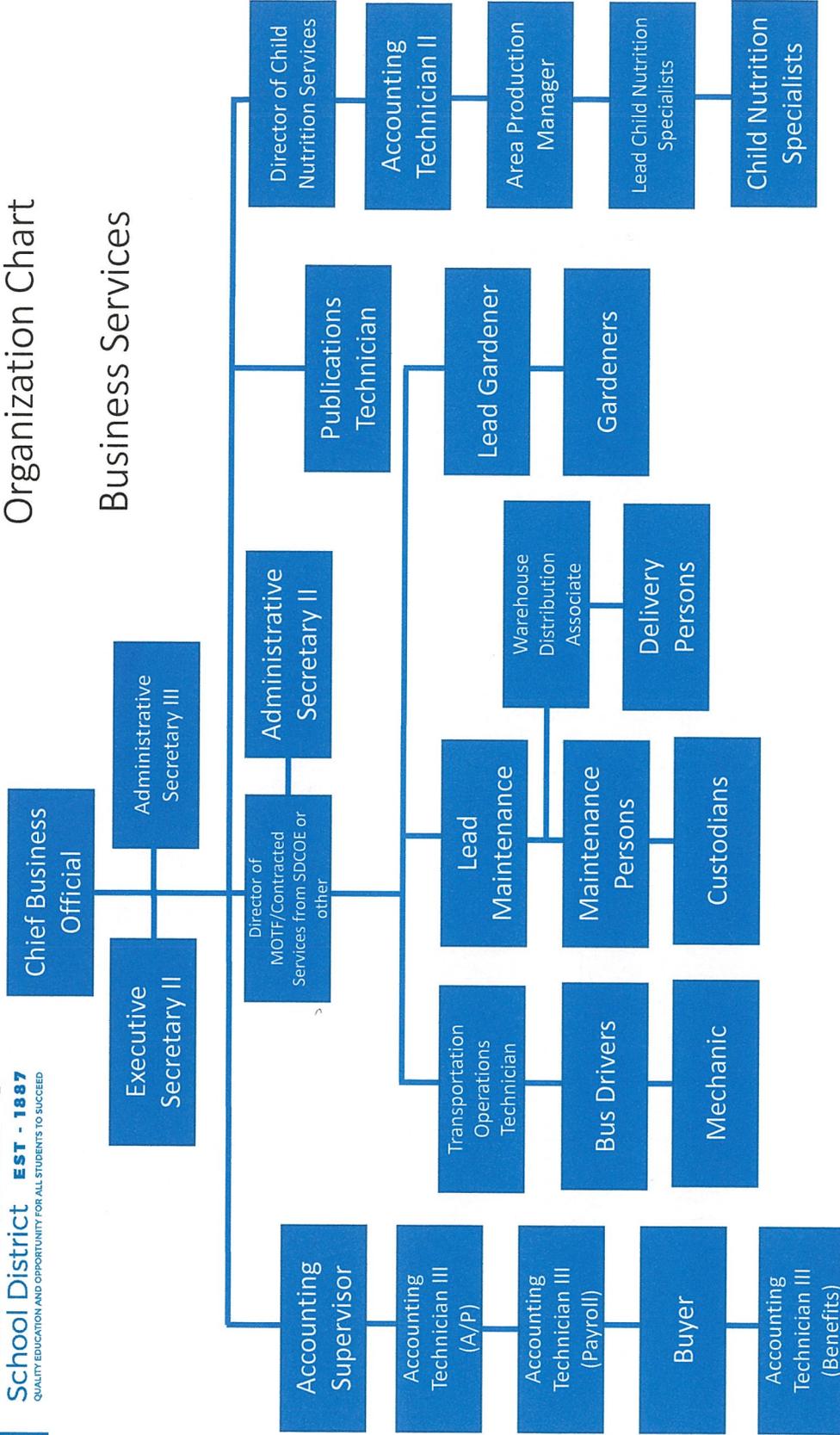
Superintendent's Office Certification:


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



2018/2019 Proposed San Ysidro School District
 Organization Chart

Business Services



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: ANNUAL PUBLIC HEARING REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION

BACKGROUND INFORMATION:

Assembly Bill 831, Chapter 118, Statutes of 2005, took effect July 25, 2005. AB831 modified the annual public hearing requirement in Education Code Section 60119 and modified the expenditure requirements related to Williams Settlement instructional materials funds.

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24). After the public hearing, the Governing Board must make a determination as to whether each pupil in each school has sufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in Mathematics, Science, History-Social Science and Reading/Language Arts.

RECOMMENDATION:

Open/Close the annual public hearing regarding Sufficiency of Instructional Materials and Williams Settlement Legislation Instructional Materials funds for the 2018-2019 fiscal year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

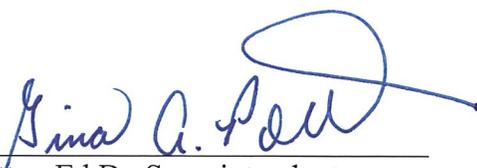
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



Quality education and opportunity for all students to succeed

Gina A. Potter, Ed.D.
Superintendent

Manuela Colom
Executive Director

September 1, 2018

Please Post

NOTICE OF PUBLIC HEARING

In compliance with Education Code, Section 60119, the Governing Board of Education of the San Ysidro School District invites you to attend a public hearing to determine by resolution whether each pupil in the District has sufficient instructional materials in each subject that are consistent with the content and cycles of the curriculum frameworks adopted by the California State Board of Education and in compliance with the Instructional Materials Funding Realignment Program (IMFRP) (Education code sections 60420-60424).

Said hearing will take place on:

DATE: September 13, 2018

TIME: 6:00 pm

PLACE: San Ysidro Middle School/MCC
4345 Otay Mesa Road
San Ysidro, California 92173



Gina A. Potter, Ed.D.
Superintendent

Manuela Colom
Executive Director

Septiembre 1, 2018

Favor de publicar

AVISO DE AUDIENCIA PÚBLICA

En cumplimiento del Código de Educación sección 60119, la Mesa Directiva de Educación del Distrito Escolar de San Ysidro les invita a una audiencia pública que determinará por medio de una resolución si todos los alumnos del distrito tienen suficientes materiales de instrucción en cada materia que sea consistente con el contenido y ciclos de la estructura curricular adoptados por la Mesa Directiva de Educación del Estado de California, en cumplimiento del Programa de Alineación y Rectificación de Materiales de Instrucción (IMFRP) (Código de educación, secciones 60424 60420). Dicha sesión tendrá lugar en:

FECHA: 13 de septiembre del 2018

HORA: 6:00 pm

LUGAR: Escuela Intermedia San Ysidro/MCC
4345 Otay Mesa Road
San Ysidro, California 92173

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM: Educational Services,
Manuela Colom, Executive Director

INITIAL: MC
 Informational
 Action

AGENDA ITEM: RESOLUTION DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2018-2019

BACKGROUND INFORMATION:

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24).

During the regular Governing Board meeting, the Governing Board must make a determination as to whether each pupil in each school has sufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in Mathematics, Science, History-Social Science and Reading/Language Arts. Upon the determination of sufficiency, the Resolution of Determining Sufficiency of Instructional Materials must be adopted by the Governing Board and signed by the Clerk of the Governing Board.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Curriculum, Instruction, and Data Driven Systems

Renewal New Amendment Ratify Other

Business Services Reviewed: pu

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 18/19-0019

Resolution Determining Sufficiency of
Instructional Materials for 2018-2019

On motion of Member, _____
Seconded by Member, _____

The following resolution is adopted:

WHEREAS, the Governing Board of San Ysidro School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 13, 2018, at six p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the District that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the District, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-Social Science
- English/Language Arts, including English Language Development

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language, and;

THEREFORE, IT IS RESOLVED, that for the 2018-19 school year, the San Ysidro School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED by the Governing Board on September 13, 2018 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz, Clerk of the Governing Board, do hereby certify that the foregoing is a full and correct copy of Resolution No. 18/19-0019 duly passed and adopted by the Governing Board of the San Ysidro School District at a regularly called and conducted meeting held on said September 13, 2018.

Marcos A. Diaz
Clerk to the Governing Board

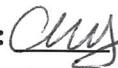
SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM: Educational Services,
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: RESOLUTION TO SUPPORT RED RIBBON WEEK, OCTOBER 23 – 31, 2018:
“LIFE IS YOUR JOURNEY, TRAVEL DRUG FREE”

BACKGROUND INFORMATION:

History: The Red Ribbon Celebration began when drug traffickers in Mexico murdered DEA Agent Enrique Camarena in 1985. Red Ribbons are worn during Red Ribbon Week each year to demonstrate commitment to a healthy, drug-free lifestyle.

Purpose: The purpose of the Red Ribbon Celebration is to present a unified and visible commitment toward the creation of a Drug-Free America and develop an attitude of “zero” tolerance to the use of illegal substances.

The Red Ribbon Celebration is designed to:

- Create awareness about the problems related to the use of tobacco, alcohol, and other drugs;
- Build and support community prevention coalitions; and
- Organize and support healthy, drug-free youth activities and programs.

Red Ribbon Week in California will be the week of October 23-31, 2018. The theme for this year is “Life Is Your Journey, Travel Drug Free”. All schools will be provided with holographic bracelets for their staff and students to wear during “Red Ribbon Week” signifying their commitment to a drug-free school and community.

RECOMMENDATION:

Approve 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.

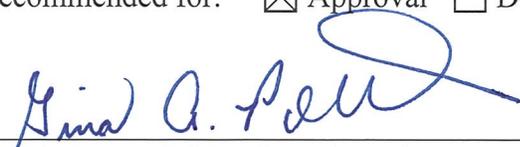
LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement

<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				
\$2,000.00 <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>				-- <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT
Governing Board

RED RIBBON WEEK
Resolution No. 18/19-0020

WHEREAS, alcohol and other drug abuse continues to result in serious health, social and economic consequences in the United States; and,

WHEREAS, it is imperative that communities continue to create coalitions to launch unified and visible community-based alcohol, tobacco, and other drug abuse prevention and education strategies; and,

WHEREAS, the collaborative efforts of communities, governments, businesses, law enforcement, schools, religious institutions, and service organizations form the basis of community empowerment and mobilization; and,

WHEREAS, it is these effective partnerships which enable all community members to declare themselves as "Life is Your Journey, Travel Drug Free"; and,

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week," October 23-31, 2018; and

WHEREAS, businesses, governments, law enforcement, schools, religious institutions, service organizations, youth, medical personnel, senior citizens, military, sports teams, and individuals will demonstrate their commitment to alcohol, tobacco and other drug problem-free communities by wearing and displaying red ribbons during this week-long campaign; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District does hereby support October 23-31, 2018, as RED RIBBON WEEK, and encourages all citizens and the schools of the District to participate in alcohol, tobacco, and other drug prevention and education programs and activities, making a visible statement and commitment to the development and maintenance of healthy, problem-free communities.

PASSED AND ADOPTED this 13th day of September, 2018 at a regular meeting of the Governing Board of the San Ysidro School District.

Rosaleah Pallasigue, President

Irene Lopez, Vice-President

Marcos A. Diaz, Clerk

Rodolfo Linares, Member

Antonio Martinez, Member

Gina A. Potter, Ed.D., Superintendent **12.5**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: new
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0021 AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2018-19

BACKGROUND INFORMATION:

Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. On occasions, changes to the list of authorized agents are necessary, requiring a new resolution.

This resolution updates the authorized agent/signer to the Purchase Card account to include the new Chief Business Official which will authorize her to carry out necessary District business for fiscal year 2018-19 effective September 14, 2018 to June 30, 2019.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: new

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)
(Name of funding source and/or location)
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 18/19-0021**

**AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS
AND SCHOOL ORDERS FOR FISCAL YEAR 2018-2019**

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective September 13, 2018 through June 30, 2019.

THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Authorized signers on established school district bank accounts shall be as follows:
 - a. **Cash Clearing Account:** established with an initial balance of \$1,000 to deposit funds awaiting transfer to County Treasury.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - b. **Purchase Card Account (New):** established with an initial balance of \$10,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - c. **District Revolving Cash Fund Account:** established with an initial balance of \$5,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - d. **Associated Student Body (ASB) Account:** Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - iii. Maria Concepción Rodriguez, Principal, San Ysidro Middle School
 - iv. Nadia Aviles, Principal, Vista Del Mar School
 - e. **Camp Account:** Established for deposit of funds collected for, and payment of obligations incurred for, sending 6th grade students to Camp.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: 2017-18 UNAUDITED FINANCIAL REPORT

BACKGROUND INFORMATION:

AB1200 requires local educational agencies (LEA) to submit their Unaudited Actuals Financial Reports to their county office of education. Districts should use the California Department of Education's SACS software. Reports are due upon completion, but no later than September 15th of each year.

REPORT UNDER SEPARATE COVER

RECOMMENDATION:

Approve the 2017-2018 Unaudited Actuals Financial Report.

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

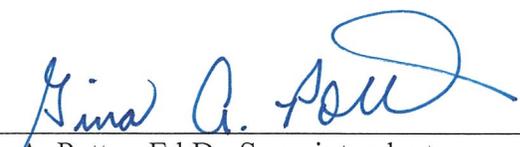
(Amount)

(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: September 13, 2018

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW
 Informational
 Action

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

BACKGROUND INFORMATION:

Proposition 55 amends Proposition 30 effective November 8, 2016, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The new revenues generated from Proposition 55 are deposited into a newly created state account called the Education Protection Account (EPA).

The San Ysidro School District's Governing Board approved the EPA Spending Plan for 2017-2018 on June 8, 2017. At that time, revenue and expenditures were estimated at \$6,221,416.00. At year end of 2017-2018, the actual amount allocated to the District was \$4,131,230.00. Expenditures were allocated to certificated salary costs as described in the original Spending Plan.

RECOMMENDATION:

Adopt 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.

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

Unrestricted Revenues & Expenditures \$4,131,230.00 (Amount)
--

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 18/19-0022
EDUCATION PROTECTION ACCOUNT (EPA) FUNDS

WHEREAS, the voters approved Proposition 55 on November 8, 2016;

WHEREAS, Proposition 55 amended Article XIII, Section 36 to the California Constitution effective November 8, 2016;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Chief Business Official shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of September 13, 2018;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Governing Board of the San Ysidro School District has determined to spend the monies received from the Education Protection Act for 2017-2018 fiscal year as attached.

DATED: September 13, 2018.

Board Member - President

Board Member – Vice President

Board Member - Clerk

Board Member

Board Member

Expenditures through: _____
For Fund(s), Resource(s), and Project Year(s):

01 1400 0 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	49,881.00
LCFF Sources	8010-8099	4,131,230.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
TOTAL AVAILABLE		4,181,111.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	3,148,993.58
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	982,236.42
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999, except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999	0.00
Other Outgo (Excluding Indirect Costs)	7000-7299, 7400-7499	0.00
Indirect Costs	7310,7350	0.00
Other Financing Uses	7600-7999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		4,131,230.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		49,881.00
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		4,131,230.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MLW
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0023 EDUCATION PROTECTION ACCOUNT (EPA)
FOR 2018-19 FISCAL YEAR

BACKGROUND INFORMATION:

Proposition 55 amended Article XIII, Section 36 (*previously known as Proposition 30*) of the California Constitution effective November 8, 2016 which indicates that each school district, charter school, community college district, and county office of education must determine how monies received from the Education Protection Account (EPA) will be spent in its schools. It also requires the use of EPA funds to be determined by the governing board at an open public meeting. The goal of the EPA is to improve efficiency in current spending and obtain alternative sources of funding to support our educational programs.

On June 14, 2018, during a public meeting of the Governing Board, the 2018-19 Spending Plan was approved. This resolution is being brought forth to be in compliance with Article XIII, Section 36(e) of the California Constitution.

RECOMMENDATION:

Approve Resolution No. 18/19-0023 adopting the Education Protection Account (EPA) for the 2018-19 fiscal year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MLW

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 18/19-0023
EDUCATION PROTECTION ACCOUNT (EPA) FUNDS

WHEREAS, the voters approved Proposition 55 on November 8, 2016;

WHEREAS, Proposition 55 amended Article XIII, Section 36 to the California Constitution effective November 8, 2016;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Chief Business Official shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of September 13, 2018;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Governing Board of the San Ysidro School District has determined to spend the monies received from the Education Protection Act for 2018-2019 fiscal year as attached.

DATED: September 13, 2018.

Board Member - President

Board Member – Vice President

Board Member - Clerk

Board Member

Board Member

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0024 FOR APPROPRIATION LIMIT (GANN LIMIT)

BACKGROUND INFORMATION:

Each year, School Districts are required by Government Code Section 7906(f) to report to the Superintendent of Public Instruction and to the Director of Finance at least annually its appropriation limit, its appropriations subject to limitation, the amount of its State aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit (Gann Limit). These reports are accumulated at the State level and are used by the State to determine its compliance with appropriations limits as set forth under Gann Limit legislation enacted many years ago. The District is submitting the attached report to be in compliance with Government Code Section 7606(f).

- 2017-18 Appropriations Limitation Recalculation \$29,763,808.05
- 2018-19 Estimated Appropriations Limitation \$31,534,974.88

RECOMMENDATION:

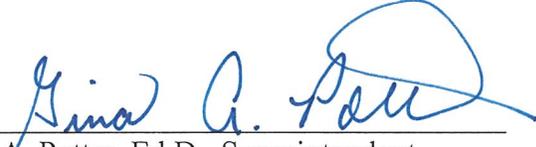
Approve Resolution No. 18/19-0024 Adopting the Gann Limit for the 2017-18 school year and Appropriations Limitation Recalculation and the 2018-19 Estimated Appropriations Limitation.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2016-17 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2016-17 Actual			2017-18 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	29,189,147.87		29,189,147.87			29,763,808.05
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	4,584.49		4,584.49			4,508.46
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2016-17			Adjustments to 2017-18		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2017-18 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2017-18 P2 Report			2018-19 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	4,508.46		4,508.46	4,607.79		4,607.79
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			4,508.46			4,607.79
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2017-18 Actual			2018-19 Budget		
1. Homeowners' Exemption (Object 8021)	121,022.19		121,022.19	122,069.00		122,069.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	17,193,346.54		17,193,346.54	16,499,177.00		16,499,177.00
5. Unsecured Roll Taxes (Object 8042)	563,309.31		563,309.31	563,455.00		563,455.00
6. Prior Years' Taxes (Object 8043)	(68,555.26)		(68,555.26)	0.00		0.00
7. Supplemental Taxes (Object 8044)	554,952.37		554,952.37	534,615.00		534,615.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(17,383.35)		(17,383.35)	0.00		0.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	1,402,057.68		1,402,057.68	798,255.00		798,255.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	19,748,749.48	0.00	19,748,749.48	18,517,571.00	0.00	18,517,571.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	19,748,749.48	0.00	19,748,749.48	18,517,571.00	0.00	18,517,571.00

	2017-18 Calculations		2018-19 Calculations	
	Extracted Data	Adjustments*	Entered Data/ Totals	Entered Data/ Totals
EXCLUDED APPROPRIATIONS				
19. Medicare (Enter federally mandated amounts only from objis. 3301 & 3302; do not include negotiated amounts)		0.00		0.00
OTHER EXCLUSIONS				
20. Americans with Disabilities Act				
21. Unreimbursed Court Mandated Desegregation Costs				
22. Other Unfunded Court-ordered or Federal Mandates				
23. TOTAL EXCLUSIONS (Lines C19 through C22)		0.00		0.00
STATE AID RECEIVED (Funds 01, 09, and 62)				
24. LCFE - CY (objects 8011 and 8012)	26,983,254.17		26,983,254.17	29,802,045.00
25. LCFE/Revenue Limit State Aid - Prior Years (Object 8019)	(271,043.06)		(271,043.06)	0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	26,712,211.11	0.00	26,712,211.11	29,802,045.00
DATA FOR INTEREST CALCULATION				
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	57,264,809.38		57,264,809.38	57,950,214.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	232,622.97		232,622.97	150,000.00
APPROPRIATIONS LIMIT CALCULATIONS				
D. PRELIMINARY APPROPRIATIONS LIMIT		2017-18 Actual		2018-19 Budget
1. Revised Prior Year Program Limit (Lines A1 plus A6)			29,189,147.87	29,763,808.05
2. Inflation Adjustment			1,0369	1,0367
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9834	1,0220
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			29,763,808.05	31,534,974.88
APPROPRIATIONS SUBJECT TO THE LIMIT				
5. Local Revenues Excluding Interest (Line C18)			19,748,749.48	18,517,571.00
6. Preliminary State Aid Calculation				
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			541,015.20	552,934.80
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			10,015,058.57	13,017,403.88
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			10,015,058.57	13,017,403.88
7. Local Revenues in Proceeds of Taxes				
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			121,400.67	81,837.87
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			19,870,150.15	18,599,408.87
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			9,893,657.90	12,935,566.01
9. Total Appropriations Subject to the Limit			19,870,150.15	
a. Local Revenues (Line D7b)			9,893,657.90	
b. State Subventions (Line D8)			9,893,657.90	
c. Less: Excluded Appropriations (Line C23)			0.00	
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			29,763,808.05	

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION 18/19-0024
ADOPTING THE "GANN" LIMIT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2017-2018 fiscal year and a projected Gann Limit for the 2018-2019 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2017-2018 and 2018-2019 fiscal years are made in accordance with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2017-2018 and 2018-2019 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District on this 13th of September of 2018, the following vote:

Ayes:

Noes:

Absent:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz, Clerk of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution 18/19-0024 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution 18/19-0024 on file in the office of said Board.

Clerk of the Governing Board **12.10**

1A

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

VIA: Gina Potter, Ed.D.
Superintendent

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

INITIAL: gap
 Informational
 Action

AGENDA ITEM: NOMINATIONS – CSBA DIRECTORS-AT-LARGE ASIAN/PACIFIC ISLANDER AND HISPANIC

BACKGROUND INFORMATION:

The San Ysidro School District is a member of the California School Boards Association (CSBA). Annually, CSBA in accordance with its Bylaws, begins the process of nominations for Directors-at-Large. All nominees must serve on a CSBA member board and each nomination board must certify that the nominee has consented to run. The election of these two-year seats will take place at CSBA’s Delegate Assembly meeting on November 28 and November 29, 2018.

The CSBA Board of Directors adopts a vision, mission and goals of the association. They provide advocacy on behalf of children, public education, local boards and the association. The Directors-at-Large Asian/Pacific Islander and Hispanic serve as members of the Board of Directors. Directors are expected to approximately attend five CSBA Board of Director meetings and two Delegate Assembly meetings per year, as well as other CSBA functions and events.

The current Directors-at-Large are as follows:

- Asian/Pacific Islander – Robert Gin (Alhambra USD) – Not seeking re-election
- Hispanic – Kathryn Ramirez (Salinas Union HSD)

RECOMMENDATION:

Accept nominations for the CSBA Directors-at-Large Asian/Pacific Islander and Hispanic.

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 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	Business Services Reviewed: _____ Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; width: 100%;">N/A</div> (Amount)	<div style="border: 1px solid black; padding: 5px; width: 100%;">N/A</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; width: 100%;">--</div> (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:



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



July 31, 2018

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education
FROM: Mike Walsh, President
SUBJECT: Call for Nominations for Directors-at-Large Asian/Pacific Islander and Hispanic

Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 28**. The nomination form and all information related to the election process are available **online**, please visit <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectionToBoardofDirectors.aspx>.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member board. The following documents are required:

- **Nomination form:** A completed, signed and dated nomination form due **Friday, September 28** (choose only one option: U.S. Postal Service postmark or email nominations@csba.org or fax (916) 371-3407). *Nominating CSBA member boards must secure permission from the board member prior to nominating him or her.*
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Mike Walsh is due to CSBA no later than **Friday, October 5** (choose only one option: U.S. Postal Service postmark or email nominations@csba.org or fax (916) 371-3407). The letter may be from of the following entities:
 - 1) A CSBA member board
"If signed by the Superintendent, the letter must state "on behalf of the board."
 - 2) An individual board member from a CSBA member district or COE
 - 3) Another board member association
- **Candidate Form:** A signed and dated candidate form completed by the nominee is due to CSBA no later than **Friday, October 5** (choose one option: U.S. Postal Service postmark or email nominations@csba.org or fax (916) 371-3407). An optional, one-page résumé may also be submitted and is due by **Friday, October 5**.

The completed candidate form and two letters of recommendation will be included in the Delegate Assembly meeting agenda packet exactly as submitted.

CSBA's Board of Directors, which includes 21 regional representatives, five directors-at-large, four officers, the California County Boards of Education president, and any California board member serving on the board of the National School Boards Association. The board is responsible for setting direction for CSBA by adopting the vision and mission and overseeing the corporate operations of the association.

The elections will take place at CSBA's Delegate Assembly meeting held at the San Francisco Marriott Marquis on Wednesday, November 28 and Thursday, November 29. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference on Saturday, December 1.

Please contact the Executive Office at 800-266-3382 should you have any questions. Thank you.

(See reverse for 2019 meeting dates)



2018 Directors-at-Large, Asian/Pacific Islander and Hispanic Nomination Form

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark, fax, or email deadline for the nomination form is Friday, September 28, 2018.

Two letters of recommendation are required to be submitted by Friday, October 5, 2018.

Nominees must give permission prior to being nominated.

(Please submit a separate nomination form for each Director position and each nominee.)

The governing board of the _____ School District or County Office

Board of Education voted to nominate _____

(Nominee name)

as a candidate for the following Director-at-Large position: *(please indicate below)*

Director-at-Large, Asian/Pacific Islander

Director-at-Large, Hispanic

The nominee is a member of the _____

School District or County Office Board of Education, which is a member of CSBA. The nominee has

been contacted and has given permission to be nominated.

Signature of the Board Clerk or Board Secretary

Date

Please submit this nomination form by choosing one of the following options below:

- E-mail: nominations@csba.org
- Or fax: ATTN: Mike Walsh, President, at (916) 371-3407
- Or mail: Mike Walsh, President
California School Boards Association
3251 Beacon Blvd.
West Sacramento, CA 95691

Board of Directors Roles and responsibilities

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

Statewide leadership

- › Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- › Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Provides advocacy on behalf of children, public education, local boards and the association.
- › Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- › Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

Regional and constituency leadership

- › Provides two-way communication with Delegate Assembly members and local board members.
- › Supports and participates in the association's activities and events.

Corporate responsibilities

- › Adopts the association's budget.
- › Adopts the association's Standing Rules.
- › Receives reports on corporate operations.
- › Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- › Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- › Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

Source: CSBA Bylaws, Article IV, Section 1. 11/12

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

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

INITIAL: 
 Informational
 Action

AGENDA ITEM: AREA G MIDDLE SCHOOL LEADERSHIP CONFERENCE

BACKGROUND INFORMATION:

Principals from Vista Del Mar and San Ysidro Middle Schools are requesting approval for students to attend the Area G Middle School Leadership Conference. Approximately 30 students from each school and two adult chaperones will be attending this event.

The purpose of the conference is to expose students to leadership activities, workshops, keynote speakers, and events that incorporate the running of a successful ASB. This will be a great opportunity for students to interact with other middle school student leaders and implement what they learn at our schools throughout the year. This event is scheduled for Wednesday, September 26, 2018 and will take place at the Del Mar Fairgrounds.

Cost implications include: student registration fees, advisor fees and transportation.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement – Action: 2.2: Continue support of ASB at the middle schools.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$2,400.00
(Amount)

ASB Funds
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

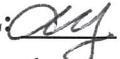
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: RAZ-KIDS AND READING A-Z AS SUPPLEMENTAL MATERIALS FOR LITERACY/GUIDED READING

BACKGROUND INFORMATION:

Raz-Kids delivers hundreds of interactive, leveled eBooks spanning 27 levels

- 400+ eBooks and open-book eQuizzes, with new books added every month, even in Spanish!
- Corresponding eQuizzes test comprehension, providing teachers with skill reports for data-driven instruction
- Online running records let teachers digitally assess each student, saving valuable classroom time
- The motivational "Raz Rocket" gets students excited about reading and strengthens the school-to-home connection

Reading A-Z offers the following:

- Books and resources correlated to state and Common Core Standards
- Reading lessons, decodable books, reader's theater scripts, reading worksheets and assessments
- Leveled readers spanned across 27 levels of difficulty
- Fluency passages to improve reading rate, accuracy and expression
- Phonological awareness and phonics lessons, flashcards, worksheets
- Vocabulary books, graphic organizers, word sorts and other vocabulary resources

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$34,542.72

(Amount)

Title I Fund

(Name of funding source and/or location)

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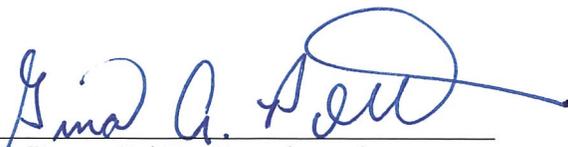
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

13A.2

Page 1 of 3


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



Learning A-Z License Quote

Date: 08/21/18

Melissa Brown
 San Ysidro School District
 4350 OTAY MESA RD
 SAN YSIDRO, CA 92173

619-428-4476
 melissa.brown@sysd.k12.ca.us

Thank you for requesting a quote from Learning A-Z, Melissa Brown!

Your username is **mbrown72**

Your reference number is **6582629**.

Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Discounts	Final Cost	Add 1 Year	Add 2 Years
ReadingA-Z.com	Renew	180 classrooms, 1 year	\$19,791.00	-4.00% Base Discount	\$17,271.36	\$32,383.80	\$44,257.86
Raz-Kids.com	Renew	180 classrooms, 1 year	\$19,791.00	-4.00% Base Discount	\$17,271.36	\$32,383.80	\$44,257.86
LAZ WEBINAR TRAINING	Training	10 sessions	\$2,000.00	Complimentary	--	--	--
LAZ ONSITE TRAINING	Training	3 sessions	\$7,500.00	Complimentary	--	--	--

Additional Product Available	Classroom Price	Final Cost	Add 1 Year	Add 2 Years
ELL Edition	\$60.00/classroom			
Science A-Z	\$99.95/classroom			
Discount Amount:		(\$5,039.28)	(\$14,396.40)	(\$30,230.28)
Sales Tax:		\$0.00	\$0.00*	\$0.00*
YOUR TOTAL COST:		\$34,542.72	\$64,767.60*	\$88,515.72*

Approved By: Paul Somers on 08/21/2018

(*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 11/19/18.

Quoted prices are based on specified quantities and terms.
 Please contact your representative for adjustments.

Prepared by: Tiffany Thompson and Kristin Dahl

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: PARTICIPATION IN THE 7TH GRADE COMPACT FOR SUCCESS CAMPUS VISIT TO SAN DIEGO STATE UNIVERSITY

BACKGROUND INFORMATION:

The Compact for Success Program is now in the 19th year of operation. Through the Compact For Success Program, students who complete the A-G college entrance requirements with a “B” average or better, are offered enrollment to San Diego State University. Through a collaborative arrangement with the San Diego State University, 7th grade students from Vista Del Mar Middle and San Ysidro Middle Schools will attend and participate in the Compact for Success Campus Visit at San Diego State University on Saturday, October 27, 2018.

Seventh grade students will be allowed to bring 1 parent or guardian – 18 years of age or older. This is a very engaging and instructive event for our youngsters and their family members. Students and parents will participate in a general session with guest speakers, attend seminar groups and tour the campus. Students will be asked to make their “I Pledge To Go to College”.

Cost implications include: transportation and compensation for teachers and/or chaperones.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: *MC*

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:

13A.3

Page 1 of 1

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: EDUCATIONAL FIELD TRIPS FOR SCHOOL YEAR 2018-2019

BACKGROUND INFORMATION:

During school year 2018-2019 students in grades Kindergarten to Eighth from all of our schools will be participating in different educational field trips that will give students the opportunity to enrich their knowledge in the Common Core State Standards. All field trips will reinforce students' knowledge with pre and post activities.

Cost implications might include student and transportation fees, and these will vary according to the number of students and destination.

Each Principal submitted an Educational Field Trip Plan (see attachments) with detailed information about the field trips they will have this school year.

RECOMMENDATION:

Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

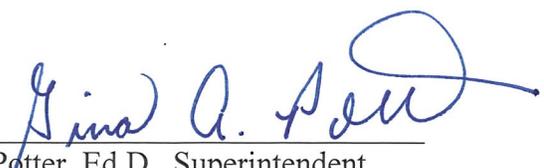
TBD (Amount)

Fundraising, Donations, Grants and Supplemental & Concentration Funds (Name of funding source and/or location)

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

Educational Field Trips – Item 13A.4

School	Destination	School	Destination
La Mirada	San Diego Zoo	Vista Del Mar Middle	Museum of the Holocaust, LA
	Bates Nut Farm, Valley Center		AMC Theaters
	San Diego Museum of Art		Balboa Park, San Diego
	Plant, Eat, Grow Program at Del Mar		Mission Alcalá
	Air and Space Museum		Old Town San Diego
	Natural History Museum		Hometown Buffett
	San Diego Museum of Man		San Diego Sea World
	San Diego Fleet Science Theater		Museum of Man, San Diego
	Old Town San Diego		Birch Aquarium
	AMC Movie Theater		Knotts Berry Farm
	San Diego Sea World		Crown Cove, Chula Vista
	Star of India Maritime Museum		
	Children's Museum		
Ocean View	Natural History Museum	San Ysidro Middle	University of San Diego
	Birch Aquarium		San Diego State University
	Wild Animal Park		University of CA Los Angeles
	Ocean View Hills Community Park		University of San Diego
	Old Globe Theater		Museum of Tolerance
	Reuben H. Fleet Theater		San Diego Sea World
	AMC Theaters		Knott's Berry Farm
	USS Midway Museum		
	San Diego Sea World		
	Timken Balboa		
	Museum of Man		
	San Diego Zoo		
	Legoland		
Indian Hills, San Diego			
Splash Science Mobile Lab			
Smythe	San Diego Zoo	Sunset	San Diego Sea World
	Cabrillo Monument		San Diego Zoo
	AMC Theaters		Legoland
	Vista Terrace Swimming Pool		Old Globe Theater
	San Diego Sea World		Community Field Trip – McDonalds
	Mission San Diego		John's Incredible Pizza
	Reuben H. Fleet Theater		Vista Terrace Swimming Pool
	Natural History Museum		Chula Vista Discovery Center
	Indian Hills, San Diego		USS Midway Museum
	Legoland		Natural History Museum
	Chula Vista Nature Center		Mission Trails
	Chula Vista Athlete Training Center		Museum of Man
	University of CA San Diego		Aquatica, San Diego
	Old Town San Diego		Reuben H. Fleet Theater
	Tijuana Estuary		Cabrillo National Monument
John's Incredible Pizza	SWC, SDSU, UCSD, SD City College		
Willow	Children's Museum	AMC Theaters	
	Chula Vista Nature Center	Pump It Up	
	San Ysidro Fire Station	San Ysidro Library	
	Pumpkin Patch	Larsen Field Park	
	San Diego Zoo	Natural History Museum	
	Legoland	USS Midway Museum	13A.4
	Old Globe Theater	Vista Terrace Swimming Pool	Page 2 of 28
	San Diego Sea World	San Diego Wild Animal Park	
	San Juan Capistrano	IMAX Movies, San Diego	
Reuben H. Fleet Theater	Belmont Park		



San Ysidro School District Educational Field Trip Plan for 2018-19



School Name: La Mirada

Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
San Diego Zoo San Diego, CA -SAMPLE-	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
San Diego Zoo 10-13-18	District Bus for approximately 60 students	Free (October is free for kids)	Students will be able to observe animal behavior and write a report comparing and contrasting the point of view of the different animals. RL.4.6. Furthermore, students will be writing narratives about their concrete experience at the zoo W.4.3
San Diego Zoo November 2018	District Bus for approximately 100 students and adults	Free	6th Grade fieldtrip: Fieldtrip exhibits align with grade-specific performance expectations outlined in the Next Generation Science Standards for grade 6 related to ecosystems and adaptations.
San Diego Zoo San Diego, CA 02-07-19	District Bus for approx. 60 people	Free	Second grade students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
Bates Nut Farm Valley Center, CA 11-08-18	District Bus for approx. 60 people	Fundraising	Students will work on Social Studies Standard 2.4 with the study of farming and moving food from the farm to the market.
San Diego Museum of Art San Diego, CA 04-18-19	District Bus for approx. 30 people	Fundraising	Second grade students will learn the elements of Art.
Plant, Eat, Grow Program, Del Mar, CA 06-05-18	District Bus for approx. 60 people	Free	Second grade students will apply Social Studies Standard 2.4 with the study of farming and moving food from the farm to the market, and 2nd grade NGSS 2-LS4-1. Make observations of plants and animals to compare the diversity of life in different habitats.
Air & Space Museum	District bus approx. 85 students (6th & SDC)	Free	ESS1.A: The Universe and its Stars. The impact and history of air & space travel and its influence on our planet.



San Ysidro School District Educational Field Trip Plan for 2018-19



Natural History Museum	District bus approx. 85 students (6th & SDC)	Free	Topics to explore include: geology, paleontology, evolution, and ecology
Plant, Eat, Grow Program Del Mar, CA June 2019	District Bus for approx. 70 people	Free	third grade students will apply their learning in life science to growing plants/ They will make general observations of plants to compare the diversity of life in different habitats.
San Diego Museum of Art San Diego, CA May 2019	Bus for approx. 70 people	Fundraising	Third grade students will learn the elements of Art and explore art as it was made by Kumeyaay indians in California
San Diego Museum of Man Nov. 2018	Bus for approx. 70 people	Fundraising	Third grade students will take part in the museum's Kumeyaay exhibits and in a class exploring the culture of the San Diego Natives Kumeyaay: Native Californians exhibit
San Diego Zoo San Diego, CA	Bus for approx. 70 people	Free	Third grade students will participate in a culminating field trip for their Animal adaptations unit. They will gather information related to ecosystems and adaptations animals are affected. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
San Diego Fleet Science Theater	Bus for Approx. 70 people	Fundraising	Third grade students will participate in the Sensational Solar System workshop held by the educational program at the Fleet. To meet Earth Science standards.
Old Town San Diego	Bus for approx. 70 people	Free	Third grade students will participate in a day learning about the first town in San Diego as part of their unit on California History.
AMC Movie Theater San Ysidro	Bus for approx. 70 people	Fundraising	Third grade students will participate in a motivational field trip to recognize, perfect attendance, citizenship, and academic achievement.
Sea World Page 13A.4	District bus approx. 85 students (6th & SDC)	fundraising	Sea World's Instructional Field Trip program supports the California Science Content standards in the following areas: Ecosystems, animal habitats and diversity, animal conservation and human impact on the environment.
Star of India (2-23-19 3pm to 2-24-19 9am)	District bus approx 45 (4th grade and SDC 5th)	Fundraising	The program is Gold Diggers Overnight. Students will prepare to journey on a ship (not literally) to migrate to California using History Standard 4.4.3.



San Ysidro School District Educational Field Trip Plan for 2018-19



Children's Museum San Diego, CA	District bus for approximately 40 people	Fundraising	Students will work on a pre-activity aligned to the California Visual Arts and Math Standards. Students will participate hands-on experiences inquiry based thinking from original artworks.



San Ysidro School District Educational Field Trip Plan for 2018-19



School Name:

Ocean View Hills

Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Natural History Museum	District bus for approximately 150 people	LCAP	The purpose of the trip is to provide ocean science education by having first-hand experience with ocean animals that will help promote ocean conservation. Students will read informational text about animals and their habitats. RI 1.10 and write informational paragraphs about animals and their habitats. W1.2
Birch Aquarium	District bus for approximately 150 people	LCAP	The purpose of the trip is to provide ocean science education by having first-hand experience with ocean animals that will help promote ocean conservation. Students will read informational text about animals and their habitats. RI 1.10 and write informational paragraphs about animals and their habitats. W1.2
Wild Animal Park	District bus for approximately 150 people	LCAP	The purpose of the trip is to provide animal science education by having first-hand experience with animals that will help promote conservation of animals. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the Wild Animal park, observe animals in their habitat, and take note of adaptations. Students will read informational text about animals and their habitats. RI 1.10 and write informational paragraphs about animals and their habitats. W1.2
Park next to our school	Walking	LCAP	The purpose of the trip is to provide students the opportunity to participate in collaborative conversations with diverse partners outside of the classroom setting, real life conversation and adapt speech to a variety of contexts and communicative tasks. SL standards and write about their experiences at the park the next day. W1.1



San Ysidro School District Educational Field Trip Plan for 2018-19



Play – The Grinch Who Stole Christmas at the Old Globe.	District Bus Approximately 150	LCAP	Students will participate on classroom plays led by the teacher. LS, Students will practice reading out loud and try to memorize most of the play. RL.1.2. Students will write about their experiences on going to a real-life play.
Natural History Museum	District bus Approximately 150 people	LCAP	5ESS3.C Human Impacts on Earth Systems.
Reuben H. Fleet Theater	District bus Approximately 150 people	LCAP	5PS3.D Energy and Matter
AMC Theaters	Walking	LCAP	Physical Education and SL.5.2/SL.5.3
End of year picnic @ park	Walking	LCAP	Physical Education and Interaction
USS Midway	District bus Approximately 150 people	LCAP	5 - ESS 2-1, 2 - Water Cycle, weather
Sea World	District bus Approximately 150 people	LCAP	5LS1.C - Organization for Matter and Energy
Timken Balboa	District bus (Feb.) Approximately 150 people	LCAP	EAL Students will do a pre-activity where they choose and study one piece of art, write a research paper on it, duplicate the art, and present to class.
Ruben H. Fleet Science Center	District bus (Dec) Approximately 150 people	LCAP	California Earth Science, Weather & Climate
Museum of Man	District bus (Oct.) Approximately 150 people	LCAP	Social Studies Ancient Civilizations.
San Diego Zoo	District bus (March) Approximately 150 people	LCAP	Work on activity @ the Zoo on Ecosystems & Adaptations
Cuyamaca	District Bus (Jan) Approximately 150 people	LCAP	6th Grade Camp

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San Ysidro School District Educational Field Trip Plan for 2018-19



USS Midway Museum San Diego, CA	District bus for approximately 135 people including 5 teachers	LCAP	Students will work on pre-activity aligned to the Common Core California Social Studies of 2.5. Students will understand about people who made a difference from long ago to present. Students will study about heroes from the past.
Legoland Carlsbad, CA	District bus for approximately 135 people including 5 teachers	LCAP, PTA, Parent donation	Students will work on pre-activity aligned to the Common Core California Physical Science Standard 2.1 a-g on motion of objects can be observed and measured by forces of pushing and pulling. Using gravity, inertia, and force to move objects.
Sea World San Diego, CA	District bus for approximately 135 people including 5 teachers	LCAP	Students will work on pre-activity aligned to the Common Core California Life Science Standard 2.2a-d. Students will learn the sequential stages of life cycles are different for different animals. Students will learn that there is a life cycle for all animals and plants that resemble their parents, and the environment can influence change on these animals and plants.
San Diego Zoo San Diego, CA	District bus for approximately 135 people including 5 teachers	LCAP	Students will work on pre-activity aligned to the Common Core California Life Science Standard 2.2 a-d. Students will learn the sequential stages of life cycle are different for different animals. Students will learn that there is a life cycle for all animals and plants that resemble their parents, and the environment can influence change on these animals and plants.
SeaWorld	District Bus 158 People	LCAP	Science Marian Life / Biomes LS 3a, LS3b, IE5d, IESE
Reuben H Fleet Center AMC	District Bus 158 People Walking	LCAP	Physical Science: Energy 3PSIA 3IESB/D
SD Zoo	District Bus 158 People + parents	LCAP	Places of our Community HSS3.3 / 3.5 Character Development R2.1
Sea World	District Bus Approximately 50 people	LCAP	Science (animals/plants/biomes)
AMC Theater	District Bus (June) Approximately 15 people	LCAP	Students will work on an activity that follows the CA Science standards 3-L S4-3 related to the habitats in which organisms can survive. Students will explore Sea World's animal habitats. Physical Education and S.L.5.2 / SL.5.3



San Ysidro School District Educational Field Trip Plan for 2018-19



Park next to our school	Walking	LCAP	The purpose of the trip is to provided students the opportunity to participate in collaborative conversations with diverse partners outside of the classroom.
San Diego Zoo Watershed	District Bus for Approximately 150 People (May)	LCAP/PTA	San Diego Zoo – students will explore the Zoo, observe animals in their habitat and learn about the differences and similarities among animals.
USS Midway San Diego, CA	District bus for approximately 150 People	LCAP	Lesson on electricity and magnetism. Hands-on activities on 4 th grade standards. Instructors hold students to a high standard of discipline!
San Diego Mission & Old Town San Diego, CA	District bus for approximately 150 People	LCAP	Museum tour of mission with docent. Self-guided tour of Old Town. Fourth grade standards addressed.
Sea World San Diego, CA	District bus for approximately 150 people	LCAP	Self-guided tour exploring life science. Students address 4 th grade standards with several follow-up writing (informational & opinion), art, and oral language.
San Diego Zoo San Diego, CA	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standard LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
AMC San Diego, CA	District bus for approximately 150 people	LCAP	This trip is a celebration and addresses the importance of community.
Indian Hills San Diego, CA	District bus for approximately 150 people	LCAP	Hands-on mining lessons. Lessons on life science, social science, and physical education activity.
San Diego Zoo	District bus approximately 114 people (May)	LCAP	Students will work on activities aligned to the kindergarten standards for CA.
Splash Science Mobile Lab	Approximately 150 students	Donations	Activity aligned with the Common Core California Science standards for 5 th grade.



San Ysidro School District Educational Field Trip Plan for 2018-19



School Name: **SMYTHE ELEMENTARY**

Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Kinder Teachers 1 San Diego Zoo 2 Cabrillo Monument TK Teacher San Diego Zoo	District bus for approximately <u>100</u> people <u>30</u> people	LCAP	<ol style="list-style-type: none"> Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations. History and Culture of Cabrillo Monument learn about Explorers and native Americans who dwelled in this region in the early 16th Century. Students will explore the surrounding landforms, ocean, plant habitats, and animal habitats and draw some of the scenic areas they will see. P.E/also enjoy a short hike and scenic views.
1st grade Teachers San Diego Zoo	District bus for approximately <u>130</u> people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
2nd grade Teachers San Diego Zoo	District bus for approximately <u>130</u> people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
3rd grade Teachers San Diego Zoo	District bus for approximately <u>140</u> people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
4th grade Teachers 1. AMC Theater 2. Vista Pool Terrace	District bus for approximately <u>150</u> people <i>Walking</i> <u>150</u> people	LCAP	<ol style="list-style-type: none"> Aligned with Literature Standards RL.6.3 Analyzing plot pre and post activities. Students will participate in physical education activity. Aligned with PE Standards.



San Ysidro School District Educational Field Trip Plan for 2018-19



<p>4th grade Continue</p>	<p><u>150</u> people <u>150</u> people <u>150</u> People <u>150</u> People <u>150</u> People <u>150</u> People</p>		<p>3. Students will work on a unit for next generation standards 4 SL-1 A-D Structure and Function of Animals.</p> <p>4. Students will work on a unit about the Rancho life in CA. Standard 4.2 – Describe the social, political , cultural and economic life in CA.</p> <p>5. Students will work on a unit on the CA Missions Standard. 4.2.5. Describe the daily lives of the native and non-native people.</p> <p>6. Students will work on a unit on electivity and magnetism. Standard 3-5-ETS1. Engineering Design.</p> <p>7. Students will work on a unit of animal adaptations standard 4LS1A-D Structure and Function of Animals.</p> <p>8. Students will work on a unit on the CA Gold Rush, Standard 4.3.3 – Analyze the Effect of the Gold Rush.</p>
<p>5th grade Teachers</p> <p>1.San Diego Zoo</p> <p>2. LEGOLAND</p> <p>3. CV Nature Center</p> <p>4. CV Athletics Training Center 13A.4 Page 11 of 88</p> <p>5. UCSD</p> <p>6. AMC Theatre</p>	<p>District bus for approximately <u>125</u> people for each trip</p>	<p>LCAP</p>	<p>1. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.</p> <p>2. Students will be able to build structures and see displays. They will be working to estimate volume based on the Standard MD3&4.</p> <p>3. Students will be studying relationships of animals and plants (LS2) They will be able to study their local habitat and have real life evidence for their research.</p> <p>4. Fifth graders must take the physical fitness test. This will help them see the value of fitness and they will experience sports that they haven't tried before.</p> <p>5. Our goal is to inspire students to go to college. They will research the school prior to the trip. They will see what college is like. During the trip they will write an essay about their plan to go to college.</p> <p>6. Aligned with Literature Standards RL6.3 Analyzing plot pre and post activities.</p>



San Ysidro School District Educational Field Trip Plan for 2018-19



<p>5th grade Continue</p> <p>7. Vista Terrace Pool</p> <p>8. Sea World</p> <p>9. Old Town</p> <p>10. Ruben H. Fleet</p>		<p>LCAP</p>	<p>7. Students will participate in physical education activity. Aligned with PE Standards.</p> <p>8. Students will work on a unit for next generation standards 4 SL-1 A-D Structure and Function of Animals.</p> <p>9. Students will work on a unit about the Rancho life in CA. Standard 4.2 – Describe the social, political , cultural and economic life in CA.</p> <p>10. Students will work on a unit on electivity and magnetism. Standard 3-5-ETS1. Engineering Design.</p>
<p>6th grade Teachers</p> <p>1.San Diego Zoo</p> <p>2. LEGOLAND</p> <p>3. UCSD</p> <p>4. Vista Terrace Pool</p> <p>5. 6th Grade Camp</p> <p>6. AMC Theater</p> <p>7. Tijuana Estuary</p> <p style="text-align: right;">13A.4 Page 12 of 28</p>	<p>District bus for approximately</p> <p><u>150</u> People</p> <p><u>150</u> People</p> <p><u>150</u> People</p> <p><u>150</u> Walking</p> <p>150 People</p> <p><u>140</u> People</p> <p><u>140</u> People</p>	<p>LCAP</p>	<p>1. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.</p> <p>2. Students will work on next generation science standard.</p> <p>3. Exposure to higher education environment. Aligned with school University culture.</p> <p>4. Students will participate in physical education activity. Aligned with PE Standards</p> <p>5. Aligned with New Generation Science standards.</p> <p>6. Aligned with Literature Standards RL6.3 Analyzing plot pre and post activities.</p> <p>7. Aligned with Science Standards. – Water cycle, ecosystems and use and creations of natural resources.</p>



San Ysidro School District Educational Field Trip Plan for 2018-19



SPECIAL ED TEACHERS	District bus for approximately <u>80 people for each trip</u>		1. Students will have a real life opportunity to learn and experiences that require social and a basic life skills such as the use of money. 2. Students will learn about the operation of simple machines (K-3 ETS 1-2). Students will enrich their knowledge in Science Technology, Engineering, Arts and Math (STEM). 3. Introduce children with the world of the Sea. Students will work aligned to the California Science Standards K-6. Students will have the opportunity to explore and connect to wildlife and the world we share.
1. John's Incredible Pizza			
2. LEGOLAND			
3. Sea World			



San Ysidro School District Educational Field Trip Plan for 2018-19



School Name: **SUNSET ELEMENTARY**

Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Kinder-Sea World San Diego, CA	District bus for approximately 90 Students and 5 chaperones	Fundraising	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world. Under guided instruction, the class will learn organisms depend on one another and on their environment for survival. Students will also explore various animal habitats and learn how animals survive under different climates and conditions.
Kinder San Diego Zoo San Diego, CA	District Bus for approximately 90 Students and 5 chaperones	Fundraising	Under guided instruction, students will learn how living organisms depend on one another and on their environment for survival students will also explore various animal habitats and learn how animals survive under different climates and conditions.
1 st grade/SDC Sea World San Diego, CA	District Bus for approximately 90 Students and 5 chaperones	Fundraising	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem, Students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world.
1 st grade/SDC Legoland San Diego, CA	District Bus for approximately 100 Students and 5 chaperones	Fundraising	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem, Students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world.
2 nd grade Old Globe Theatre San Diego, CA	District Bus for approximately 100 Students and 5 chaperones	Fundraising	Students will be able to learn and practice to: recount or describe key ideas or details presented orally or throughout other media. Ask and answer questions in order to clarify comprehension or deeper understanding of a subject.
2 nd grade San Diego Zoo San Diego, CA	District Bus for approximately 100 Students and 5 chaperones	Fundraising	Under guided instruction, the class will learn organisms depend on one another and on their environment for survival. Students will also explore various animal habitats and learn how animals survive under different climates and conditions.
2 nd grade Legoland San Diego, CA	District Bus for approximately 100 Students and 5 chaperones	Fundraising	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem students will identify simple machines and its purpose, they will be participating to building their own models for these machines and how they operate in the real world.
2 ^{nd/3rd} Community Field Trip (McDonalds) San Ysidro, CA	Walking Distance/Bus (during lunch time)	No Cost	Students will work on pre activity aligned to Social Studies Standards (Soc. Science 3.5) when students demonstrate basic economic reasoning skills and an understanding of the economy of the local region. Students will have a guided tour of the restaurant and see how things work behind the scenes. Upon returning to school, students will do a writing activity that provided an understanding of the economy and the local region.



San Ysidro School District Educational Field Trip Plan for 2018-19



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
3 rd grade Legoland San Diego, CA	District Bus for approximately 112 students and 6 chaperones	Fundraising	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world.
3 rd grade John's Incredible Pizza San Diego, CA	District bus for approximately 110 students and 6 chaperones	Fundraising	Prior to the field trip students will learn about the food pyramid and how to use it. The Teachers and students will review the optional amount of servings to be eaten each day from each of the basic food groups (e.g. cheese, cereals, breads, vegetables, etc.) These foods provide appropriate nutritional content and is affordable and accessible to most of the population and is the most important to eat and to healthy living. Teachers will use the standards on human body in correlation to healthy living. John's will reinforce and teach a lesson in their tour about portion control and how to eat and play in a healthy way.
3 rd grade Terrace Swimming Pool San Ysidro, CA	District bus for approximately 110 students and 6 chaperones	Fundraising	Students will participate in Community Building and Physical Education (swimming) activities.
3 rd grade Discovery Center Chula Vista, CA	District bus for approximately 110 students and 6 chaperones	No Cost	Culmination of non-fiction text unit and Science unit on animal adaptations.
3 rd grade Mission Trails San Diego, CA	District bus for approximately 110 students and 6 chaperones	Fundraising	Students will culminate their social studies unit on the Kumeyaay Indians of Southern California. Teachers are offering a field trip to the Father Junipero Serra Trail. In which; Students will have the opportunity to learn about extended social studies for the Kumeyaay Indians of Southern California with guided instruction and reaffirm what they learned in this class.
4 th grade San Diego Zoo San Diego, CA	District bus for approximately 120 students and 6 chaperones	Fundraising	Fourth grade life science 2.b All organisms need energy and matter to live and grow. As a basis for understanding this concept; producers and consumers related to food chains and webs.
4 th grade Legoland San Diego, CA	District bus for approximately 120 students and 6 chaperones	Fundraising	Under guided instruction, the class will learn and apply 4 th grade science standards for investigation and experimentation: 6.a differentiate observation from inference (interpretation) and know scientists' explanations come from what they observe and partly from how they interpret their observations, 6.c0 Formulate and justify predictions scientific investigation.



San Ysidro School District Educational Field Trip Plan for 2018-19



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
4 th grade USS Midway San Diego, CA	District bus for approximately 120 students and 6 chaperones	Fundraising	Under guided instruction, the class will learn and apply 4 th grade science standards for investigation and experimentation: 6.a Differentiate observation from inference (interpretation) and know scientists' explanations come from what they observe and partly from how they interpret their observations.6c Formulate and justify predictions based on cause and effect relationships. 6. F.Follow a set of written instructions for a scientific investigation.
4 th grade CV Discovery Center Chula Vista, CA	District bus for approximately 120 students and 6 chaperones		Under guided instruction, the class will learn and apply 4 th grade science standards for investigation and experimentation for Geology Rocks "Weathering and Erosion".
4 th grade Terrace Swimming Pool San Ysidro, CA	District bus for approximately 120 students and 6 chaperones		Under guided instruction, Students will participate in Community Building and Physical Education (swimming) activities.
5 th grade National History Museum, Balboa Park San Diego, CA	District Bus for approximately 120 Students and 7 chaperones	Fundraising	Students will work on a pre activity aligned to the California Science Standards (2a-g) related living organisms and their function. Students will receive an interactive experience and investigate the marvels of natural engineering in living organisms. Upon returning to school, students will follow up with a post activity to reinforce the learning of the standards by using interactive media and the scientific model.
5 th grade San Diego Zoo San Diego, CA	District Bus for approximately 120 Students and 25 chaperones	Fundraising	Students will work on a pre activity alignment to the 5 th California Science Standards. Life Science students will describe similarities and differences in appearance and behavior of plants and animals. Students know and will apply inhabit of plants and animals, their need for water, food, and plants need light to survive.



San Ysidro School District Educational Field Trip Plan for 2018-19



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
5 th grade Terrace swimming pool/5 th grade picnic San Diego, CA	District Bus for approximately 120 Students and 25 chaperones	Fundraising	Fifth grade PE Standards 2-4-8 (Organized games/swimming) Students will demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities. Students will identify the heart rate intensity (target heart rate) that is necessary to increase aerobic capacity. Standards RL 5.2 (adapted) determine a theme of a story, drama, or poem from details in the text (video) including how characters... respond to challenges...summarize the text (video).
6 th grade Terrace swimming pool/6 th grade picnic San Diego, CA	District Bus for approximately 120 Students and 25 chaperones	Fundraising	Sixth grade PE Standards (Organized games/swimming) Students will demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities. Students will identify the heart rate intensity (target heart rate) that is necessary to increase aerobic capacity. Standards RL 6.2 (adapted) determine a theme of a story, drama, or poem from details in the text (video) including how characters... respond to challenges...summarize the text (video).
6 th grade Mission Trails	District Bus for approximately 130 Students and 25 chaperones	Fundraising	Science landforms, father juniper Serra Trail, in which, students will have the opportunity to learn about extended social studies for the Kumeyaay Indians of Southern California with guided instruction. Promotes team building and social skills, of a wellness program, allows students to work together to achieve a goal,-walking distance challenge.
6 th grade Museum of Man, Ruben H Fleet, Science-Balboa Park San Diego, CA	District Bus for approximately 130 Students and 25 chaperones	Fundraising	As a culminating part of their social studies curriculum students will get to experience a number of dynamic anthropological exhibits regarding evolution and places throughout the Americas and around the world. This will put in perspective the slow change of organisms over time and how they adapted to different conditions over time in order to survive. Students will also see and experience artifacts, visuals, and models of human ancestors and create parallel timelines.
6 th grade Aquatca San Diego, CA	District Bus for approximately 130 Students and 25 chaperones	Fundraising	Students will learn about science, technology, engineering, and math (STEM). Some projects students will do prior to the fieldtrip will be designing their part, naming coordinates, calculating slopes, midpoints, distances, converting to actual dimensions, writing linear equations, solving for systems of linear equations, and a post written reflection.



San Ysidro School District Educational Field Trip Plan for 2018-19



<p>6th grade Camp Cuyamaca</p>	<p>District Bus for approximately 130 Students and 25 chaperones</p>	<p>Fundraising</p>	<p>As a basic for understanding the concept of Life Science. Students will learn about the different types of animals, plants that inhabit the planet.</p>
<p>6th grade San Diego Zoo San Diego, CA</p>	<p>District Bus for approximately 130 Students and 25 chaperones</p>	<p>Fundraising</p>	<p>Students will work on a pre activity alignment to the 6th California Science Standards. Life Science students will describe similarities and differences in appearance and behavior of plants and animals. Students know and will apply inhabit of plants and animals, their need for water, food, and plants need light to survive.</p>
<p>6th grade Cabrillo National Monument San Diego, Ca</p>	<p>District Bus for approximately 130 Students and 25 chaperones</p>	<p>Fundraising</p>	<p>Teacher-guided adventure, students will discover the remarkable plants and animals that live in this intertidal ecosystem. Students will study intertidal plant and animal adaptations for survival in this harsh environment. Additionally, students will investigate climate change and ocean acidification in the Rocky Intertidal ecosystem</p>
<p>6th grade SWC, SDSU, SD City College. USD- EOPS, UCSD-EOPS San Diego, CA</p>	<p>District Bus for approximately 130 Students and 25 chaperones</p>	<p>Fundraising</p>	<p>U2,RL2,RL6,RL9 Students will have session in library using special studies themes, also visit a music class and art classes. U2/W3 Students will write a narrative of a real life experience; students visit geology department and will have reading session at the library. U3/SL 2-3, RI8, RI9 Students will have Library session with standards-based objectives. Students will visit English department-Athletic Department.U4/Standard W.2 write informative essay using transitions and precise language-Arts-Create Photo Essay Prezi. U4/Standard L2a/L1a/W2 students will visit Different departments, Library, and will write an explanatory/informative Essay.</p>



San Ysidro School District Educational Field Trip Plan for 2018-19



School Name: Willow School 2018-19

Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
TK, SDC TK-1st San Diego Zoo San Diego, CA	District bus for approximately 40 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
TK, SDC TK-1st Children's Museum San Diego, CA	District bus for approximately 40 people	Fundraising, PTA, Donations, General Fund	Students will work on a pre-activity aligned to the California Visual Arts and Math Standards. Students will participate hands-on experiences inquiry based thinking from original artworks.
Kinder Chula Vista Nature Center	District buses for approximately 95 students	Fundraising, PTA, Donations, General Fund	Students will work on a pre-activity aligned to the California Science Standards related to Natural Science (Animal Unit). Students will explore the nature center and observe animals in their habitat.
Kinder San Ysidro Fire Station	Walking		Students will work on a pre-activity aligned to the California Social Studies Standards related to Neighborhoods & Communities
San Diego Zoo 1st Grade	School Transportation Approximately 125 people	LCAP	STLS3-1 Make observation to construct evidence-based account that young animal and plants are alike... Students will be studying a Science Unit about "Animals and their Needs." Before visiting the zoo, students will be assigned an animal (mammal, reptile, bird,) that they would have to observe and investigate their main characteristics. Post-Visit students will present in class (poster) information about their favorite animal.
Pumpkin Patch 1st Grade	School Transportation 125 people		Students will be opportunity to explore, observe, feel and measure various size pumpkins NGSS / Math Measurement, counting, graph Post –Visit – Students –present art activity/Create own pumpkin stories (ELD)
LEGOLAND 1st Grade	School Transportation 140 people		Math CCSS G1, G2 : Students will apply to participate in LEGOLAND's Science, Technology, Engineering and Math educational Programs such as the Tall Towers instructor guided classes.



San Ysidro School District Educational Field Trip Plan for 2018-19



<p>The New Children's Museum 1st Grade</p>	<p>School transportation 110</p>		<p>Social Studies: Students will be able to visit and explore "Mini Land USA" scale model that features U.S. symbols and monuments. Post Activity: Math Students will build a model of 2 or 3 dimensional shapes with different geometric shapes Social Studies: - Students individual Poster Presentation / U.S. Symbols and monuments/</p>
<p>1st Grade Old Globe Theater "The Grinch Who stole Christmas"</p>	<p>School Transportation 100 people</p>		<p>Students participate in hands-on art activities and would have the opportunity to explore the installations that encourage an inquiry-based thinking which connects to visual arts, social studies, history and science, engineering and math (STEM) NGSS</p>
<p>AMC PALM PROMENADE- 1st Grade</p>	<p>District bus for approximately 110 p.</p>	<p>LCAP</p>	<p>CCSS.ELA-Literacy.RL.1.1Ask and answer questions about key details in a text. CCSS.ELA-Literacy.RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson. CCSS.ELA-Literacy.RL.1.3 Describe characters, settings, and major events in a story, using key details English Language Development / Vocabulary Music/ Art -Reading story (Story structure ...) / Reading Comprehension Post Activity: Compare and Contrast Play and Book</p>
<p>Pump It UP 1st . Grade</p>	<p>School Transportation Approximately 100 people</p>	<p>LCAP</p>	<p>- ELA/ELD identifying fictional characters with problem/solution in the plot. Vocabulary Development.</p>
<p>San Ysidro Library/ San ysidro Civic Center (altares) 1st . grade</p>	<p>School Transportation 100 people / Walking Fieldtrip</p>		<p>Students will work on their gross motor skills through jumping, climbing, and Physical Education / Cardiovascular</p>
<p>Cesar Chavez Park (Larsen Field) 1st Grade LA.4</p>	<p>Walking Fieldtrip</p>		<p>SS Location and distance. Students will learn the location and distance of various landmarks in our community. Give examples showing location of places / **Visit public library to obtain Library card SS World Cultures Students will learn about art forms and holidays from variety of cultures</p>
			<p>Physical Education. Students will engage on different physical activities guided by teachers. / Students during this fieldtrip will demonstrate responsible behavior in physical education setting. SS Community and their resources</p>



San Ysidro School District Educational Field Trip Plan for 2018-19



<p>2nd Grade Children's Museum San Diego, CA</p>	<p>District bus for approximately 135 people</p>	<p>Fundraising, PTA, Donations, General Fund</p>	<p>Students will work on a pre-activity aligned to the California Visual Arts Standards 1.3 analyze art elements and principals of design. 2.5 Use bilateral or radio symmetry to create visual balanced. Students will participate hands-on experiences inquiry based thinking from original artworks.</p>
<p>2nd Grade San Diego Zoo San Diego, CA</p>	<p>District bus for approximately 135 people</p>	<p>Fundraising, PTA, Donations, General Fund</p>	<p>Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.</p>
<p>2nd Grade Natural History Museum San Diego, CA</p>	<p>District bus for approximately 135 people</p>	<p>Fundraising, PTA, Donations, General Fund</p>	<p>Students will work on a pre-activity aligned to the California Science LS4 related to interdependent relationships in ecosystems. Students will explore the museum and compare the life cycles and body structures of insects, arachnids, and crustaceans.</p>
<p>2nd Grade USS Midway San Diego, CA</p>	<p>District bus for approximately 135 people</p>	<p>Fundraising, PTA, Donations, General Fund</p>	<p>Students will work on a pre-activity aligned to the California Mathematics Standard MD3 related to estimate lengths using units of inches, feet, centimeters and meters. Students will participate on hands-on experiences measuring different items on the ship by using different units.</p>
<p>3rd Grade San Diego Zoo</p>	<p>District Bus for approximately 125 students and 24 chaperones.</p>	<p>Donations plus fund raising</p>	<p>Students will study plant and animal life aligned to the California Science Standards of adaptations and physical structures for survival. Students will explore the San Diego Zoo, identifying the physical adaptations that help animals and plant survive in their habitat. Upon return students will research an animal and how it survives in its environment.</p>
<p>3rd Grade Pump It Up</p>	<p>District Bus for approximately 125 students and 24 chaperones.</p>	<p>Donations plus fund raising</p>	<p>Physical Education: Students work on developing cardiovascular stamina in a challenging environment that requires use of all gross motor skills, aligned with the California fitness P.E. standards. Students will write an opinion about the most challenging activities.</p>
<p>3rd Grade Vista Terrace Pool</p>	<p>District Bus for approximately 125 students and 24 chaperones.</p>	<p>Donations plus fund raising</p>	<p>Physical Education and Awareness of Community Resources: Students work on developing cardiovascular stamina in an aquatic environment that requires use of all gross motor skills, aligned with the California fitness P.E. standards. Students will write an explanatory essay comparing land-based exercise and aquatic exercises.</p>



San Ysidro School District Educational Field Trip Plan for 2018-19



<p>3rd Grade LEGOLAND</p>	<p>District Bus for approximately 125 students and 24 chaperones.</p>	<p>Donations plus fund raising</p>	<p>Students will work on a pre-activity related to common core math standards in measurement and elapsed time. Students will research, develop a schedule, and read maps to locate pre-planned activities.</p>
<p>3rd Grade Sea World</p>	<p>District Bus for approximately 125 students and 24 chaperones.</p>	<p>Donations plus fund raising</p>	<p>Students will study plant and animal life aligned to the California Science Standards of adaptations and physical structures for survival. Students will explore Sea World, identifying the physical adaptations that help animals and plant survive in their aquatic habitat. Upon return students will research an aquatic animal and how it survives in its environment.</p>
<p>3rd Grade AMC Palm promenade</p>	<p>District Bus for approximately 125 students and 24 chaperones.</p>	<p>Donations plus fund raising</p>	<p>Students will make connections between a fictional book that was spun off to the theaters aligned to Reading Literature California Standards. They will make inferences and determine in what ways the movie was true to book. Students will submit a compare and contrast report.</p>
<p>3rd Grade Children's Museum</p>	<p>District Bus for approximately 125 students and 24 chaperones.</p>	<p>Donations plus fund raising</p>	<p>Students will work on a pre-activity aligned to the California Visual Arts Standards 3.1.3 analyze art elements and principles of design. 3.5 Use bilateral or radial symmetry to create visual balanced. Students will participate hands-on experiences inquiry based thinking from original artworks.</p>
<p>4th Grade Sea World San Diego, CA</p>	<p>District Bus for approximately 125 students and 25 chaperones</p>	<p>PTA, Donations fund</p>	<p>Students will work on a pre-activity aligned to the California</p>
<p>4th Grade LEGOLAND San Diego, CA</p>	<p>District Bus for approximately 125 students and 25 chaperones</p>	<p>PTA, Donations fund raising</p>	<p>Students will work on a pre-activity aligned to the California Common Core Math Standards related to measurement, fractions, and number lines. Students will use number lines to identify the number of students</p>
<p>4th Grade San Juan Capistrano Mission of San Juan Capistrano Southern Orange County, CA</p>	<p>District Bus for approximately 125 students and 25 chaperones</p>	<p>PTA, Donations fund raising</p>	<p>Students will work on a pre-activity aligned to the California</p>



San Ysidro School District Educational Field Trip Plan for 2018-19



<p>4th Grade USS Midway Museum San Diego, CA</p>	<p>District Bus for approximately 125 students and 25 chaperones</p>	<p>Free tickets, PTA, fund raisings, and Donations</p>	<p>Electric currents, motors, electromagnets, reading comprehension, use maps, identify oceans, latitude, and longitude.</p>
<p>4th Grade San Diego Wild Animal Park San Diego, CA</p>	<p>District Bus for approximately 125 students and 25 chaperones</p>	<p>Free tickets PTA, fund raisings, and Donations</p>	<p>Food web. Food chains. Living things need energy. Plants and Sunlight. Microorganisms.</p>
<p>4th Grade IMAX Movies San Diego, Ca</p>	<p>District Bus for approximately 125 students and 25 chaperones</p>	<p>PTA, fund raisings, and Donations</p>	<p>Planet Earth, Human Interaction with Earth, Human and Physical Characteristics of places, Analyze historical and current interaction with earth.</p>
<p>4th Grade Ruben H. Fleet Science Center San Diego, CA</p>	<p>District Bus for approximately 125 students and 25 chaperones</p>	<p>PTA, fund raisings, and Donations</p>	<p>Differentiate observation from inference (*interpretation and know scientists explanation. Test Predictions from experiments and draw conclusions. Motors at work. Environmental changes the earth.</p>
<p>4th Grade Belmont Park San Diego, CA</p>	<p>District Bus for approximately 125 students and 25 chaperones</p>	<p>PTA, fund raisings, and Donations</p>	<p>Working motors, geometry, social interaction, critical thinking, oceans, and human interaction with physical environment.</p>
<p>5th Grade San Diego Zoo</p>	<p>District bus for approximately 130 people</p>	<p>Fundraising, PTA, donations, General Fund</p>	<p>Students will study plant and animal life aligned to the NGSS of developing a model to describe the movement of matter among plants, animals, decomposers, and the environment. Students will explore the San Diego Zoo, looking for proof to support the argument that plants get the materials they need for growth, chiefly from air and water. Upon return students will research an animal and how it gets the materials it needs for survival.</p>
<p>5th Grade AMC Palm Promenade</p>	<p>District bus for approximately 130 people</p>	<p>fundraising, PTA, donations, general fund</p>	<p>Students will make connections between a book that was turned into a movie aligned to Reading Literature Common Core Standards. They will make inferences and determine in what ways the movie was true to book. Students will submit a compare and contrast essay.</p>



San Ysidro School District Educational Field Trip Plan for 2018-19



<p>5th Grade Cesar Chavez Park (Larsen Field)</p>	<p>Walking Field trip</p>	<p>fundraising, donations, PTA</p>	<p>Physical Education. Students will engage on different physical activities guided by teachers. / Students during this field trip will demonstrate responsible behavior in physical education setting.</p>
<p>6th Grade Heritage of the Americas Museum (Cuyamaca College) San Diego, CA https://www.heritageoftheamericasmuseum.com/</p>	<p>District bus for approximately 150 people</p>	<p>Fundraising, PTA, Donations, General Fund</p>	<p>Students will work on a pre-activity aligned to the California History-Social Science Standard 6.1 related to archaeological studies. Students will explore all four wings of the museum, led by a docent, while creating their own docent handbook filled with information about what they learned on their tour.</p>
<p>6th Grade USS Midway San Diego, CA https://www.midway.org/education/school-youth/school-programs/#GRADE_6-8_THERMAL_ENERGY</p>	<p>District bus for approximately 150 people</p>	<p>Fundraising, PTA, Donations, General Fund</p>	<p>Students will work on a pre-activity aligned to NGSS Standards MS-PS1-4, DCI PS1.A, PS1.B, PS3.A, PS3.C related to energy. Students will explore the ship while hunting for energy. In groups, students will use digital cameras to document energy flow and teachers will receive a CD of the students work for a post visit lesson.</p>
<p>6th Grade San Diego Zoo San Diego, CA http://zoo.sandiegozoo.org/education/field-trips</p>	<p>District bus for approximately 150 people</p>	<p>Fundraising, PTA, Donations, General Fund</p>	<p>Students will work on a pre-activity aligned to California Science Standards related to animal conservation. Students will investigate various career paths within a zoological organization and analyze exhibit design.</p>



San Ysidro School District Educational Field Trip Plan for 2018-19



<p>-%E2%80%93grades-k%E2%80%93and-youth-groups</p>	<p>District bus for approximately 150 people</p>	<p>Fundraising, PTA, Donations, General Fund</p>	<p>Students will work on a pre-activity aligned to California History-Social Science Standard 6.2 related to ancient civilizations. Students will explore an Ancient Egypt exhibit and observe ancient life and death on the Nile.</p>
<p>6th Grade Museum of Man San Diego, CA https://www.museumofman.org/education/k-12/</p>			



San Ysidro School District Educational Field Trip Plan for 2018-19



School Name: _____

San Ysidro Middle School

Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
San Diego Zoo San Diego, CA -SAMPLE-	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
UCSD	District bus for approximately 100 people	AVID – ASB funds	Many of our students have never had the opportunity to visit a college campus. By visiting a university, our students can see what it would be like college student. AVID and ASB Students will be connecting, comparing, and contrasting their university projects to what is offered at the university we visit and evaluate the university themselves. In the future, if the students have the opportunity to visit other college campuses, then they can make comparisons and select the university that best suits them.
SDSU	District bus for approximately 100 people	AVID – ASB funds	
UCLA	District bus for approximately 100 people	AVID – ASB funds	
USD	District bus for approximately 100 people	AVID – ASB funds	
Museum of Tolerance	Charter Buses for approximately 180 people		
San Diego Sea World	District bus for approximately 150 people	ASB Funds	The purpose of Sea World 7 th Grade Field Trip is to honor those students who have good grades and attendance at San Ysidro Middle School.
Knott's Berry Farm	Charter Buses for approximately 150 people	ASB Funds	The purpose of the Knott's Berry Farm 8 th Grade Field Trip is to honor those students who will be promoting from San Ysidro Middle School. Many of our students have never been to Knott's Berry Farm so this provides them with an opportunity to have an experience that they would otherwise not be able to have.



San Ysidro School District Educational Field Trip Plan for 2018-19



School Name:

Vista Del Mar Middle School

Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Museum of the Holocaust	Charter Bus For approximately 240 people	Donations and LCFF Discretionary	Students will conduct short research projects to answer a self-generated question, drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration. Students will analyze the purpose of information presented in diverse media and formats (e.g., visually, quantitatively, orally) and evaluate the motives (e.g., social, commercial, political) behind its presentation. Students will explain how major events are related to one another in time. Students will explain the central issues and problems form the past, placing people and events in a matrix of time and place. Students will understand and distinguish cause, effect, sequence, and correlation in historical events, including the long-and-short-term causal relations Community Awareness
AMC Theaters	150 people (7 th and 8 th Grade Students)	LCAP	
Balboa Park San Diego, CA	District Bus for approximately 200 Students and 10 Chaperones	LCAP	Students will work on a pre-activity aligned to the California Science Standards related to the eco-systems. Students will explore Balboa Park, identifying Upon return students will follow up with a post activity to reinforce the learning of the standards Social Studies, ELA
Mission Alcalá & Old Town	120 Students 20 Chaperones	Fundraising/Donation	PE Standards, Science, Social Studies
AMC/Hometown Buffet	120 Students 20 Chaperones	Fundraising/Donation	Science – Students will identify and analyze geographic, political, economic, religious, and social structures of early civilizations of Egypt Upon return students will begin projects/presentations that are due in class
Museum of Man Balboa Park	150 Students 10 Chaperones	Fundraising/Donation	Special Ed. Foundations that emphasize self-regulation, mainstreaming and social-emotional development. Students will work on a pre-activity aligned to the California Science Common Core Standards. Environments from fossils of plants and animals that live long ago and today. Students will give learn how the Earth changes affect environmental changes animals and their adaptations. Students will understand how environmental changes affect the behavioral of animals and how it changes them to survive in their habitat.
Sea World San Diego	District bus transportation for approximately 20 students and 15 chaperones	Donations	



San Ysidro School District Educational Field Trip Plan for 2018-19



San Diego Museum of Man	150 Students 10 Chaperones	Fundraising/ Donation	Early Ancestors
Birch Aquarium	150 Students 10 Chaperones	Fundraising/ Donation	Ecosystem
Knotts Berry Farm (8 th Grade Students)	230 Students 10 Chaperones	Fundraising/ Donation	Students will reinforce their knowledge of the American History by experiencing guided educational tours which highlights facts about American Revolution War, Westward Movement, Early California History, and Native American Cultures. Upon return student will work in small groups to create a power point Presentation about American History.
Crown Cove (7 th Grade Students)	180 Students 10 Chaperones	Fundraising/ Donation	Science

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: FIELD TRIPS FOR SCHOOL UNIFORMS FROM THE ASSISTANCE LEAGUE OF GREATER SAN DIEGO

BACKGROUND INFORMATION:

Since 1979, the core philanthropic effort of the Assistance League® of Greater San Diego has been Operation School Bell, a national effort to provide quality school clothing to children in grades kindergarten through sixth, whose needs have been identified by school personnel. Eligible students are those who receive free or reduced school lunch and whose need for appropriate shoes and clothing interferes with their success in school.

This year students will participate in this event in two different ways:

- For La Mirada and Ocean View Hills: 30 students per school will be going to Operation School Bell/Assistance League of San Diego and will receive two free uniforms, a sweater, under-garments, socks, hygiene kit, and a school supply kit.
- For Willow, Sunset and Smythe: 25 students per school will receive a \$100.00 gift card from Target at Plaza Bonita.

Students will be chaperoned by parents and our Student and Family Services Manager.

Field trips will take place as follows:

Operation School Bell

- La Mirada – September 18, 2018
- Ocean View Hills – September 19, 2018

Target - Plaza Bonita

- Willow – October 9, 2018
- Sunset – October 16, 2018
- Smythe – October 23, 2018

RECOMMENDATION:

Approve 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 the McKinney-Vento fund.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: *MC*

Financial Implications?

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

Requisition #

Yes No

Yes No

\$2,500.00
(Amount)

McKinney-Vento fund
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No **13A.5**

Superintendent's Office Certification Page 1 of 1

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - SEPTEMBER

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 September 13, 2018 Board meeting:

- Annual Summit on Student Engagement and Attendance
- Introduction to Restorative Justice Training and Using Circles Effectively
- Assessing Suicidal Students Workshop
- Pattern of Strengths and Weaknesses Model (PSW) 101
- ASES City Span Training
- 2018-19 CAASPP Institute
- Kagan Structures of Engagement and Achievement – Revised
- Joint Homeless and Foster Youth Care Liaison
- Student Records, Custody and Residency
- Critical Issues Conference 2018
- California Title I Conference 2018
- 2018 PeopleSoft User’s Conference
- 2019 BOOST Conference
- San Diego Countywide ESSA Cost Sharing Transportation Agreement Meeting
- Every Child Counts Symposium
- South County SELPA SEIS Training
- California Science Test Academy
- Restorative Practices Training of Trainers
- Southwest Security Expo and Educational Seminar
- Building Asset Based Relationships with Families
- National Association for the Homeless Children
- Equity Symposium 2018
- Bard HVAC Workshop

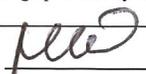
Cost implications might include: Registration fees, lodging, parking, meals, mileage and substitute teacher compensation, as needed.

RECOMMENDATION:

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

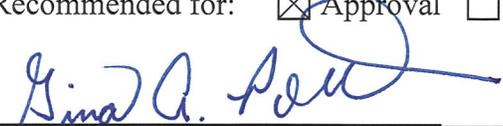
LCAP GOAL AND ACTION/SERVICE:

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
APPROXIMATE COST \$18,316.99 (Amount)	Special Ed., Title II, Title I, McKinney-Vento and General Funds (Name of funding source and/or location)	-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification 13A.6


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

PROFESSIONAL DEVELOPMENT**Item 13A.6**

Approve/Ratify 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 Gonsalez, 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 and McKinney- Vento Fund
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 and 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 and Miguel Aguilera	Assessing Suicidal Students Workshop	San Diego	September 14, 2018	\$315.00	Special Ed. Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
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 22-3, 2018	\$750.00	Title II Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
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	September 27-28, 2018	\$349.00	General Fund
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

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: mw
 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 #2 (July 18, 2018 – August 30, 2018):

- General Fund: 0000003726-0000003729, 0000003731-0000003734, 0000003742, 0000003744-0000003761, 0000003764-0000003770, 0000003772-0000003778, 0000003780-0000003785, 0000003791-0000003792, 0000003794-0000003809, 0000003811-0000003814, 0000003816-0000003827, 0000003830, 0000003833-0000003837, 0000003839-0000003848, 0000003852-0000003856, 0000003861-0000003866, 0000003868-0000003872, 0000003879-0000003881, 0000003883-0000003884, 0000003889-0000003892, 0000003897-0000003912, 0000003920-0000003922, 0000003924, 0000003926, 0000003928-0000003937
- Child Development Fund: 0000003771, 0000003787-0000003789
- Child Nutrition Fund: 0000003735-0000003741, 0000003849-0000003851, 0000003857-0000003860, 0000003867, 0000003873-0000003878, 0000003885-0000003888, 0000003893-0000003896, 0000003913-0000003919
- Capital Facilities Fund: 0000003786, 0000003815, 0000003832, 0000003882
- Capital Projects Fund: 0000003743, 0000003762-0000003763, 0000003810, 0000003923

RECOMMENDATION:

Approve/Ratify the purchase orders incurred by the District during the period July 18, 2018 through August 30, 2018.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>mw</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"/>
<input type="text" value="Varies"/> (Amount)	<input type="text" value="As listed above"/> (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

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
7/19/2018	0000003726	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	0000	7200	4300011	071	785.17
7/19/2018	0000003727	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	00000000	0000	7100	4300011	063	119.79
7/19/2018	0000003728	000000487	THE TABLE GROUP INC.	OFFICE SUPPLIES	0100	00000000	0000	7100	4300011	064	1,804.81
7/19/2018	0000003729	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	020	619.56
7/19/2018	0000003731	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	00000000	0000	2100	4300011	061	177.79
7/19/2018	0000003732	0000000315	ACSA FOUNDATION FOR EDUCATIONAL	DUES & MEMBERSHIPS	0100	00000000	0000	7200	5800010	062	1,495.00
7/19/2018	0000003733	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	024	1,486.95
7/19/2018	0000003734	004748	THE MARKETBOARD PEOPLE	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	024	2,176.12
7/19/2018	0000003742	000124	WILKINSON HADLEY KING &	CONTRACTED SERVICES	0100	00000000	0000	7190	5800001	071	4,500.00
7/19/2018	0000003744	0000000131	FORENSIC ANALYTICAL CONSULTING	CONTRACTED SERVICE S	0100	00000000	0000	7200	5800010	071	4,300.00
7/19/2018	0000003745	0000000077	AZTEC CONTAINER	GROUPS SUPPLIES	0100	00000000	0000	8200	4400000	069	3,182.00
7/19/2018	0000003746	001178	SAN DIEGO COUNTY	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	012	1,817.96
7/19/2018	0000003747	002102	A-Z BUS SALES, INC.	TRANSPORTATION EQUIPME	0100	09820000	0000	3600	6400004	074	326,430.78
7/20/2018	0000003748	002580	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	016	339.41
7/23/2018	0000003749	003993	IMAGINE LEARNING INC	CONTRACTED SERVICES	0100	42030000	4760	1000	5800006	061	180,000.00
7/24/2018	0000003750	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	00000000	1110	1000	4300011	012	420.20
7/24/2018	0000003751	0000000187	STEVEN V. BERRY	OFFICE SUPPLIES	0100	00000000	1110	1000	4300001	020	262.91
7/24/2018	0000003752	000058	DEMCO INC.	LIBRARY SUPPLIES	0100	00000000	1110	1000	4300001	020	1,407.75
7/24/2018	0000003753	001164	MATERIAL SALES INC	GROUPS SUPPLIES	0100	00000000	0000	8200	4300014	069	1,000.00
7/24/2018	0000003754	003935	AMS - ACOUSTICAL MATERIAL	MAINTENANCE SUPPLIES	0100	81500000	0000	8100	4300007	070	7,000.00
7/24/2018	0000003755	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0300171	1110	1000	4300015	061	1,674.48
7/25/2018	0000003756	001178	SAN DIEGO COUNTY	PUBLICATION SUPPLIES	0100	00000000	0000	7550	4300050	073	2,198.13
7/25/2018	0000003757	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	0000	7100	4300011	064	155.07
7/25/2018	0000003758	001374	SAN JOAQUIN COUNTY OF EDUCATIO	CONTRACTED SERVICES	0100	00000000	0000	7200	5800010	062	687.75
7/26/2018	0000003759	001161	HOME DEPOT	IT SUPPLIES	0100	00000000	0000	7700	4300002	067	3,000.00
7/26/2018	0000003760	004542	MPC ELECTRONICS INC	INSTRUCTIONAL SUPPLIES	0100	00000000	0000	7700	4300002	067	5,000.00
7/26/2018	0000003761	001795	WILLY'S ELECTRONIC SUPPLY CO.	IT SUPPLIES	0100	00000000	0000	7700	4300002	067	4,000.00
7/26/2018	0000003764	002976	FEDEX	CONTRACTED SERVICES	0100	65000000	5001	3900	5900012	054	1,000.00
7/26/2018	0000003765	004578	STAFF REHAB	PROFESSIONAL SERVICES	0100	65000000	5770	1190	5800010	054	12,000.00
7/26/2018	0000003766	0000000491	PANERA BREAD COMPANY	CONTRACTED SERVICES	0100	40350000	1110	1000	4300015	061	3,356.11
7/26/2018	0000003767	0000000338	MAXIM HEALTHCARE SERVICES, INC	PROFESSIONAL SERVICES	0100	65000000	5770	1190	5800010	054	108,000.00
7/26/2018	0000003768	001610	FIREHAWK	CONTRACTED SERVICES	0100	81500000	0000	8100	5600005	070	648.05
7/27/2018	0000003769	0000000138	BILL HOWE PLUMBING, INC	CONTRACTED SERVICES	0100	81500000	0000	8100	5600005	070	7,980.60
7/27/2018	0000003770	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	0000	8200	4300020	012	4,148.70
7/27/2018	0000003772	004401	OTAY MESA SALES INC.	MAINTENANCE SUPPLIES	0100	81500000	0000	8100	5600001	070	7,000.00
7/31/2018	0000003773	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300011	012	57.10
7/31/2018	0000003774	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	018	620.64
7/31/2018	0000003775	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	018	992.76
7/31/2018	0000003776	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	016	2,712.14
7/31/2018	0000003777	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	018	930.16
7/31/2018	0000003778	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	022	761.79
7/31/2018	0000003780	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	1110	1000	4300001	022	2,602.16
8/1/2018	0000003781	0000000236	SPIRAL BINDING COMPANY, INC	PUBLICATION SUPPLIES	0100	00000000	0000	7550	4300050	073	887.78
8/1/2018	0000003782	004850	ABA EDUCATION FOUNDATION	PROFESSIONAL SERVICES	0100	65000000	5770	1190	5800010	054	50,000.00
8/1/2018	0000003783	0000000077	AZTEC CONTAINER	CONTRACTED SERVICES	0100	81500000	0000	8100	5600001	070	2,424.30
8/1/2018	0000003784	0000000370	AGRI-TURF DISTRIBUTING, LLC	GROUND SUPPLIES	0100	00000000	0000	8200	4300014	069	3,000.00
8/1/2018	0000003785	004215	COOPERATIVE STRATEGIES LLC	PROFESSIONAL SERVICES	0100	96250000	0000	7200	5800010	071	2,500.00
8/2/2018	0000003791	004556	DASH MEDICAL GLOVE INC.	MEDICAL SUPPLIES	0100	56400000	0000	3140	4300010	052	1,819.26

13B.1

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
8/2/2018	0000003792	PRO ED	002308	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	145,46
8/2/2018	0000003794	NYHART	000000438	PROFESSIONAL SERVICES	0100	0000000	0000	7200	5800010	071	2,050.00
8/2/2018	0000003795	PARADIGM HEALTHCARE SERVICES	000258	PROFESSIONAL SERVICES	0100	0490000	0000	3140	5800010	052	6,000.00
8/2/2018	0000003796	ADAPTIVEMALL.COM, LLC	000000490	INSTRUCTIONAL SUPPLIES	0100	6500000	5750	1130	4300001	054	1,218.11
8/2/2018	0000003797	ADAPTIVEMALL.COM, LLC	000000490	INSTRUCTIONAL SUPPLIES	0100	6500000	5750	1130	4300001	054	2,969.26
8/2/2018	0000003798	ADAPTIVEMALL.COM, LLC	000000490	INSTRUCTIONAL SUPPLIES	0100	6500000	5750	1130	4300001	054	1,132.93
8/2/2018	0000003799	BEST PLUMBING SPECIALTIES INC	004459	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	5,000.00
8/2/2018	0000003800	GOPHER SPORT	001238	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	4200	4300013	022	15,486.53
8/2/2018	0000003801	BEAR COMMUNICATIONS, INC.	000041	OFFICE SUPPLIES	0100	0000000	1110	1000	4300011	022	1,076.42
8/3/2018	0000003802	CORTES TOWING	002858	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	2,000.00
8/3/2018	0000003803	CRYSTAL CLEAR GLASS & MIRROR	000000007	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	5600005	070	5,000.00
8/3/2018	0000003804	BELLAMA	001947	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	5600005	070	3,000.00
8/3/2018	0000003805	LOS ANGELES FREIGHTLINER	001980	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	841.05
8/3/2018	0000003806	CAROLYN KARINEN	000000107	PROFESSIONAL SERVICES	0100	6500000	5770	1190	5800010	054	125,400.00
8/3/2018	0000003807	SOUTHWEST SCHOOL & OFFICE	003377	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	1,574.39
8/3/2018	0000003808	BEST BUY	003313	INSTRUCTIONAL SUPPLIES	0100	0000001	1110	1000	4300001	061	96,231.53
8/3/2018	0000003809	WAL- MART COMMUNITY/GEGRB	003192	INSTRUCTIONAL SUPPLIES	0100	0000001	1110	1000	4300001	061	1,000.00
8/6/2018	0000003811	U.S. BANK NATIONAL ASSOCIATION	000000204	INSTRUCTIONAL SUPPLIES	0100	0000000	0000	9100	7438000	010	350,000.00
8/6/2018	0000003812	CROWN AWARDS	000000495	COP 2017 PAYMENT	0100	0000000	0000	7100	4300011	063	1,382.27
8/6/2018	0000003813	MPC ELECTRONICS INC	004542	OFFICE SUPPLIES	0100	0000000	0000	7550	4300050	073	142.87
8/6/2018	0000003814	AMAZON.COM, INC.	004678	OFFICE SUPPLIES	0100	0000000	1110	1000	4300011	025	128.17
8/7/2018	0000003816	OFFICE DEPOT	000809	OFFICE SUPPLIES	0100	0000000	0000	7100	4300011	064	585.99
8/7/2018	0000003817	PEARSON	003722	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	8,185.70
8/7/2018	0000003818	PRO ED	002308	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	702.53
8/7/2018	0000003819	HOUGHTON MIFFLIN COMPANY	003221	INSTRUCTIONAL SUPPLIES	0100	3315000	5730	1110	4300001	076	10,479.23
8/7/2018	0000003820	PRUDENTIAL OVERALL	000043	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	1,500.00
8/7/2018	0000003821	CPI	002776	REGISTRATION FEE	0100	3327000	5770	1190	5200003	054	879.00
8/7/2018	0000003822	CORTES TOWING	002858	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	1,000.00
8/7/2018	0000003823	BEST BUY	003313	OFFICE SUPPLIES	0100	0000000	0000	7100	4300011	064	161.59
8/7/2018	0000003824	FACTS EDUCATION SOLUTIONS LLC	000000493	PROFESSIONAL SERVICES	0100	4035000	1110	1000	5800010	014	1,606.00
8/7/2018	0000003825	QUALTRICS, LLC	000000334	PROFESSIONAL SERVICES	0100	0000001	1110	1000	5800010	061	22,050.01
8/8/2018	0000003826	CALIFORNIA WESTERN VISUALS	000000463	INSTRUCTIONAL SUPPLIES	0100	0000000	0000	7700	4300002	067	4,199.46
8/9/2018	0000003827	BLACKIE'S TROPHIES & AWARDS	002056	OFFICE SUPPLIES	0100	0000000	0000	7100	4300011	063	5,000.00
8/9/2018	0000003830	OFFICE DEPOT	000809	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	016	301.05
8/13/2018	0000003833	KAGAN PROFESSIONAL DEVELOPMENT	000000240	REGISTRATION FEES	0100	3010000	1110	1000	5200003	018	2,094.00
8/14/2018	0000003834	VERITV OPERATING COMPANY	001532	PUBLICATION SUPPLIES	0100	0000000	0000	7550	4300050	073	823.49
8/14/2018	0000003835	DATL SYSTEMS INCORPORATED	000000354	INSTRUCTIONAL SUPPLIES	0100	0000001	1110	1000	4400000	061	16,178.66
8/14/2018	0000003836	CAL-PLASTIC & METALS	002726	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	2,000.00
8/14/2018	0000003837	OPTIMUM FLOORCARE	004056	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	5,000.00
8/14/2018	0000003839	HOUGHTON MIFFLIN COMPANY	003221	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	3,641.52
8/14/2018	0000003840	PRO ED	002308	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	281.23
8/14/2018	0000003841	AHLEE BACKFLOW SERVICE, INC.	004906	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	1,646.12
8/14/2018	0000003842	DOUGLAS W SMITH	004864	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	1,438.99
8/14/2018	0000003843	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	6500000	5750	1110	4300001	054	382.30
8/14/2018	0000003844	FULCRUM MANAGEMENT SOLUTIONS INC	000000309	CONTRACTED SERVICES	0100	0000001	1110	1000	5800010	061	20,000.00
8/14/2018	0000003845	PARENT INSTITUTE FOR QUALITY	003099	CONTRACTED SERVICES	0100	3010000	1110	2495	5800010	061	42,000.00
8/14/2018	0000003846	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	3315000	5730	1110	4300001	076	365.77
8/14/2018	0000003847	LAKESHORE	000146	INSTRUCTIONAL SUPPLIES	0100	3315000	5730	1110	4300001	076	557.39

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
8/14/2018	0000003848	PEARSON	003722	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	1,846.94
8/14/2018	0000003852	OFFICE DEPOT	000809	OFFICE SUPPLIES	0100	0000000	0000	7400	4300011	062	416.52
8/15/2018	0000003853	OFFICE DEPOT	000809	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	1,702.69
8/15/2018	0000003854	SOUTHWEST SCHOOL & OFFICE	003377	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	714.07
8/15/2018	0000003855	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	025	21.52
8/15/2018	0000003856	LAKESHORE	000146	CONTRACTED SERVICES	0100	6500000	5770	1190	5800010	054	7,000.00
8/16/2018	0000003861	ARDOR HEALTH SOLUTIONS	000000380	CONTRACTED SERVICES	0100	6500000	5770	1190	5800010	054	106,560.00
8/16/2018	0000003862	BMR HEALTH SERVICES, INC	000000089	CONTRACTED SERVICES	0100	6500000	5770	1190	5800010	054	108,000.00
8/16/2018	0000003863	EBS - EDUATIONAL BASED SERVICES	0000000331	CONTRACTED SERVICES	0100	6500000	5770	1190	5800010	054	108,000.00
8/16/2018	0000003864	WILLIAM V. MAC GILL & CO.	001755	MEDICAL SUPPLIES	0100	5640000	0000	3140	4300010	052	228.43
8/16/2018	0000003865	OFFICE DEPOT	000809	OFFICE SUPPLIES	0100	6500000	5770	1190	4300011	054	284.36
8/16/2018	0000003866	AHLEE BACKFLOW SERVICE, INC.	004906	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	720.00
8/16/2018	0000003868	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300044	020	499.30
8/16/2018	0000003869	PEARSON	003722	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	1,846.94
8/16/2018	0000003870	PRO ED	002308	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	928.82
8/16/2018	0000003871	ACADEMIC THERAPY PUBLICATIONS	000644	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	269.38
8/16/2018	0000003872	SUPER DUJPER PUBLICATION	003856	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	193.91
8/16/2018	0000003879	WESTERN PSYCHOLOGICAL SERVICES	000540	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	359.89
8/16/2018	0000003880	STANLEY CONVERGENT SECURITY	003888	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	119.00
8/16/2018	0000003881	MAXIM HEALTHCARE SERVICES, INC	0000000338	PROFESSIONAL SERVICES	0100	6500000	5770	1190	5800010	054	60,000.00
8/16/2018	0000003883	FIREHAWK	001610	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	101.34
8/17/2018	0000003884	QUALITY CONTROL CONSULTANTS, INC.	0000000335	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	1,068.00
8/17/2018	0000003889	KIDSCARPET.COM	004827	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300001	054	193.94
8/17/2018	0000003890	SIR SPEEDY PRINTING 02890	004601	OFFICE SUPPLIES	0100	0000000	0000	7400	4300011	062	387.90
8/17/2018	0000003891	SOUTHWEST SCHOOL & OFFICE	003377	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	012	305.20
8/20/2018	0000003892	JANELLE PUBLICATIONS	0000000496	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300003	054	599.10
8/20/2018	0000003897	CURRICULUM ASSOC. INC.	000437	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	14,556.40
8/20/2018	0000003898	AUDIOMETRICS	001531	CONTRACTED SERVICES	0100	0000000	0000	3140	5800010	052	145.00
8/20/2018	0000003899	MCGRW-HILL	000336	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300001	054	4,419.20
8/20/2018	0000003900	JAMES STANFIELD & CO, INC.	0000000497	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300001	054	2,259.52
8/20/2018	0000003901	GROSSMONT UNION HIGH SCHOOL	0000000341	CONTRACTED SERVICES	0100	0982000	0000	3600	5600003	074	40,000.00
8/20/2018	0000003902	PROJECT LEAD THE WAY INC	0000000336	CONTRACTED SERVICES	0100	0000001	1110	1000	5800010	061	5,250.00
8/20/2018	0000003903	CDW GOVERNMENT LLC	001012	OFFICE EQUIPMENT	0100	0000000	1110	1000	4400000	016	2,688.36
8/20/2018	0000003904	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	437.63
8/20/2018	0000003905	LAKESHORE	000146	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	020	1,078.23
8/20/2018	0000003906	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	020	138.99
8/21/2018	0000003907	DOMTAR PAPER CO. LLC	004571	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	012	1,530.05
8/21/2018	0000003908	VERITV OPERATING COMPANY	001532	PUBLICATION SUPPLIES	0100	0000000	0000	7550	4300050	073	193.89
8/21/2018	0000003909	SCHOOLOUTLET.COM	0000000499	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	012	783.16
8/21/2018	0000003910	WAXIE SANITARY SUPPLY	000136	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	069	3,839.73
8/21/2018	0000003911	CDW GOVERNMENT LLC	001012	INSTRUCTIONAL SUPPLIES	0100	0000001	1110	1000	5800006	061	9,555.00
8/21/2018	0000003912	BEST BUY	003313	INSTRUCTIONAL SUPPLIES	0100	0000001	1110	1000	5800006	061	9,555.00
8/22/2018	0000003920	SOUTHWEST SCHOOL & OFFICE	003377	OFFICE SUPPLIES	0100	8150000	0000	8100	4300011	070	711.74
8/22/2018	0000003921	BENCHMARK EDUCATION COMPANY	002682	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4100000	061	6,114.81
8/23/2018	0000003922	RENAISSANCE LEARNING INC.	002386	CONTRACTED SERVICES	0100	0000001	1110	1000	5800006	061	121,303.26
8/24/2018	0000003924	WAXIE SANITARY SUPPLY	000136	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	069	1,952.72
8/27/2018	0000003926	OFFICE DEPOT	000809	PUBLICATION SUPPLIES	0100	0000000	0000	7550	4300050	073	1,800.38
8/28/2018	0000003928	SAN DIEGO COUNTY	001178	REGISTRATION FEE	0100	4203000	4760	1000	5200003	061	900.00

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
8/28/2018	0000003929	000983	CASBO	REGISTRATION FEE	0100	0000000	0000	7200	5200003	071	100.00
8/29/2018	0000003930	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	018	425.77
8/29/2018	0000003931	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	4035000	1110	1000	5200003	061	240.00
8/29/2018	0000003932	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	1110	2100	5200003	061	3,141.00
8/29/2018	0000003933	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	018	306.01
8/29/2018	0000003934	003192	WAL- MART COMMUNITY/GEGRB	FOUNDATIONS SUPPLIES	0100	0000000	0000	8200	4300014	069	1,000.00
8/29/2018	0000003935	001183	SCHOLASTIC READING CLUB	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	020	619.56
8/29/2018	0000003936	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	018	425.34
8/29/2018	0000003937	003529	WESTERN GRAPHIX	OFFICE SUPPLIES	0100	0982000	0000	3600	4300011	074	556.61
Total for 0100											2,182,716.81
7/27/2018	0000003771	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	8500	8200	4300020	076	1,677.08
8/1/2018	0000003787	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	0001	1000	4300001	076	1,071.55
8/1/2018	0000003788	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	0001	1000	4300001	076	492.98
8/1/2018	0000003789	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	0001	1000	4300001	076	201.09
Total for 1200											3,442.70
7/19/2018	0000003735	004310	ISITE SOFTWARE, LLC	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	1,095.00
7/19/2018	0000003736	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	0000	3700	4300011	085	5,000.00
7/19/2018	0000003737	004645	IMAGE ONE CORPORATION	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	6,329.00
7/19/2018	0000003738	003985	PTM DOCUMENT SYSTEMS	OFFICE SUPPLIES	1300	5310000	0000	3700	4300011	085	1,000.00
7/19/2018	0000003739	003192	WAL- MART COMMUNITY/GEGRB	CAFETERIA SUPPLIES	1300	5310000	0000	3700	4300011	085	1,500.00
7/19/2018	0000003740	001178	SAN DIEGO COUNTY	OFFICE SUPPLIES	1300	5310000	0000	3700	4300011	085	183.18
7/19/2018	0000003741	004464	EDUCATION MANAGEMENT	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	5,990.00
8/14/2018	0000003849	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	15,000.00
8/14/2018	0000003850	0000003314	CHEF'S TOYS & STAR RESTUARANT	CAFETERIA SUPPLIES	1300	5310000	0000	3700	4400000	085	2,500.00
8/14/2018	0000003851	000982	SHIRTS UNLIMITED LLC.	CONTRACTED SERVICES	1300	5310000	0000	3700	4300019	085	2,000.00
8/16/2018	0000003857	0000000010	SELECTA INTERNATIONAL	CAFETERIA FOOD	1300	5310000	0000	3700	4700001	085	1,500.00
8/16/2018	0000003858	004775	AFFORDABLE GREASE PUMPING	CONTRACTED SERVICES	1300	5310000	0000	3700	4700001	085	3,300.00
8/16/2018	0000003859	002771	SMART & FINAL	CAFETERIA SUPPLIES	1300	5310000	0000	3700	4700001	085	1,100.00
8/16/2018	0000003860	000717	HOLLANDIA DAIRY INC.	CAFETERIA FOOD	1300	5310000	0000	3700	4700001	085	200,000.00
8/16/2018	0000003867	000778	SAFEWAY INC. -VONS DIVISION	CATERING SUPPLIES	1300	5310000	0000	3700	4700001	085	2,000.00
8/16/2018	0000003873	003598	BJ'S RENTALS, INC.	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	500.00
8/16/2018	0000003874	000987	C&M MOTORS	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	5,000.00
8/16/2018	0000003875	001007	CDE,CASHIER'S OFFICE	CONTRACTED SERVICES	1300	5310000	0000	3700	4700001	085	1,000.00
8/16/2018	0000003876	000717	HOLLANDIA DAIRY INC.	CAFETERIA FOOD	1300	5320000	0000	3700	4700001	085	35,000.00
8/16/2018	0000003877	002419	CINTAS CORPORATION NO. 3	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	10,000.00
8/16/2018	0000003878	004462	GALASSO'S BAKERY	CAFETERIA FOOD	1300	5310000	0000	3700	5600005	085	37,000.00
8/17/2018	0000003885	0000002227	GOLD STAR FOODS	CAFETERIA FOOD	1300	5320000	0000	3700	4700001	085	35,000.00
8/17/2018	0000003886	000717	HOLLANDIA DAIRY INC.	CAFETERIA FOOD	1300	5320000	0000	3700	4700001	085	180,000.00
8/17/2018	0000003887	001958	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	2,800.00
8/17/2018	0000003888	0000002227	GOLD STAR FOODS	CAFETERIA FOOD	1300	5310000	0000	3700	4700001	085	150,000.00
8/20/2018	0000003893	000717	HOLLANDIA DAIRY INC.	CAFETERIA FOOD	1300	5320000	0000	3700	4700001	085	10,000.00
8/20/2018	0000003894	001161	HOME DEPOT	MAINTENANCE SUPPLIES	1300	5310000	0000	3700	4300026	085	600.00
8/20/2018	0000003895	004203	MEXAM ENTERPRISES, INC.	CAFETERIA SUPPLIES	1300	5310000	0000	3700	4300026	085	600.00
8/20/2018	0000003896	000717	HOLLANDIA DAIRY INC.	CAFETERIA FOOD	1300	5310000	0000	3700	4700002	085	2,000.00

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
8/22/2018	0000003913	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	980.00
8/22/2018	0000003914	000786	P&R PAPER SUPPLY COMPANY, INC.	CAFETERIA SUPPLIES	1300	5310000	0000	3700	4300026	085	50,000.00
8/22/2018	0000003915	004091	PRUDENTIAL OVERALL SUPPLY	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	600.00
8/22/2018	0000003916	000000184	S&S BAKERY, INC.	CAFETERIA FOOD	1300	5310000	0000	3700	4700001	085	500.00
8/22/2018	0000003917	000000088	TECH-24	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	1,500.00
8/22/2018	0000003918	000000227	GOLD STAR FOODS	CAFETERIA FOOD	1300	5310000	0000	3700	4700001	085	150,000.00
8/22/2018	0000003919	004398	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOOD	1300	5310000	0000	3700	4700001	085	169,000.00
									Total for 1300		1,090,577.18
8/1/2018	0000003786	0000000489	CRISPIMAGING	CONTRACTED SERVICES	2518	9010000	0000	8500	6200003	025	185.44
8/6/2018	0000003815	0000000442	MAYER REPROGRAPHICS	CONTRACTED SERVICES	2518	9010000	0000	8500	6200003	024	500.00
8/9/2018	0000003832	0000000489	CRISPIMAGING	CONTRACTED SERVICES	2518	9010000	0000	8500	6200003	025	1,228.84
8/16/2018	0000003882	002130	DECISIONINSITE	PROFESSIONAL SERVICES	2518	9010000	0000	7200	5800010	010	8,988.00
									Total for 2518		10,902.28
7/19/2018	0000003743	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4901	9010000	0000	8100	5800010	010	10,000.00
7/26/2018	0000003762	000000204	U.S. BANK NATIONAL ASSOCIATION	CONTRACTED SERVICES	4902	9010000	0000	9100	7438000	010	324,484.38
7/26/2018	0000003763	000000204	U.S. BANK NATIONAL ASSOCIATION	CONTRACTED SERVICES	4903	9010000	0000	9100	7438000	010	253,325.00
8/6/2018	0000003810	000000204	U.S. BANK NATIONAL ASSOCIATION	COP 2015 PAYMENT	4901	9010000	0000	9100	7438000	010	1,306,243.75
8/24/2018	0000003923	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4901	9010000	0000	8100	5800010	010	10,000.00
									Total for 4900		1,904,053.13
									Grand Total		5,191,692.10

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** September 13, 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 July 21, 2018 through August 30, 2018 with checks #14-434085 through #14-445830 for a total expenditure of \$3,620,531.89 from the following sources:

- General Fund - \$867,748.92
- Cafeteria Fund - \$97,010.23
- Capital Facilities - \$407,225.61
- Capital Projects- \$2,248,547.13

RECOMMENDATION:

Approve/Ratify 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.

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

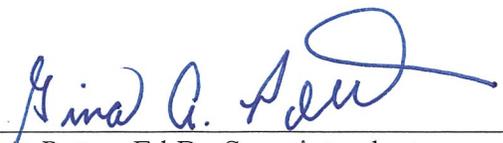
\$3,620,531.89
(Amount)

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
14434085	AVID CENTER	7/25/2018	14868.00	CONTRACTED SERVICES	0100
14434086	MRC SMART TECHNOLOGY SOLUTIONS	7/25/2018	10061.04	CONTRACTED SERVICES	0100
14434087	XEROX FINANCIAL SERVICES	7/25/2018	9274.25	CONTRACTED SERVICES	0100
14434089	SAN DIEGO GAS & ELECTRIC	7/25/2018	323.83	UTILITIES	0100
14434090	CHEVRON U.S.A. INC.	7/25/2018	2876.85	CONTRACTED SERVICES	0100
14434091	CSBA	7/25/2018	15794.00	MEMBERSHIPS	0100
14434092	ASSOCIATED VALUATION SERVICES	7/25/2018	1893.42	PROFESSIONAL SERVICES	0100
14434093	UNITED STATES POSTAL SERVICE	7/25/2018	225.00	POSTAGE	0100
14434094	SMART & FINAL	7/25/2018	261.46	REFRESHMENTS	0100
14434095	BEST BUY	7/25/2018	51.95	OFFICE SUPPLIES	0100
14434096	SOUTHWESTERN COLLEGE	7/25/2018	9880.00	CONTRACTED SERVICES	0100
14434097	SAN YSIDRO SCHOOL DISTRICT	7/25/2018	342.38	RCF REPLENISH	0100
14434098	TEAMTALK NETWORK	7/25/2018	397.80	CONTRACTED SERVICES	0100
14434568	KEENAN & ASSOCIATES	7/26/2018	1249.46	PROFESSIONAL SERVICES	0100
14434569	JORGE CERVANTES	7/26/2018	24.70	REIMBURSEMENT	0100
14435019	DION INTERNATIONAL TRUCK INC.	7/27/2018	2394.05	CONTRACTED SERVICES	0100
14436201	THE TABLE GROUP INC.	8/1/2018	1852.31	OFFICE SUPPLIES	0100
14436202	SAN DIEGO GAS & ELECTRIC	8/1/2018	50889.12	UTILITIES	0100
14436203	SCHOOL SPECIALTY	8/1/2018	1595.20	INSTRUCTIONAL SUPPLIES	0100
14436204	OFFICE DEPOT	8/1/2018	308.13	INSTRUCTIONAL SUPPLIES	0100
14436205	HOME DEPOT	8/1/2018	1842.36	MAINTENANCE SUPPLIES	0100
14436206	SAN JOAQUIN COUNTY OF EDUCATIO	8/1/2018	687.75	CONTRACTED SERVICES	0100
14436207	REPUBLIC SERVICES	8/1/2018	12359.52	UTILITIES	0100
14436208	EWING IRRIGATION	8/1/2018	859.95	GROUPS SUPPLIES	0100
14436209	VERITIV OPERATING COMPANY	8/1/2018	1372.54	PUBLICATIONS SUPPLIES	0100
14436210	FIREHAWK	8/1/2018	648.05	CONTRACTED SERVICES	0100
14436211	RCP BLOCK & BRICK	8/1/2018	116.91	GROUPS SUPPLIES	0100
14436212	WILLY'S ELECTRONIC SUPPLY CO.	8/1/2018	333.96	MAINTENANCE SUPPLIES	0100
14436213	FEDEX	8/1/2018	106.55	POSTAGE	0100
14436214	THE HOME DEPOT SUPPLY	8/1/2018	1367.98	MAINTENANCE SUPPLIES	0100
14436215	SOUTHWEST SCHOOL & OFFICE	8/1/2018	8662.33	INSTRUCTIONAL SUPPLIES	0100
14436216	THE MARKETBOARD PEOPLE	8/1/2018	3156.60	INSTRUCTIONAL SUPPLIES	0100
14436217	THE COLLEGE BOARD	8/1/2018	41782.44	INSTRUCTIONAL SUPPLIES	0100

Expenditure Report 07/21/18 -08/30/18

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14437625	FORENSIC ANALYTICAL CONSULTING	8/6/2018	4300.00	CONTRACTED SERVICE S	0100
14437627	SAN DIEGO GAS & ELECTRIC	8/6/2018	20341.99	UTILITIES	0100
14438002	P.I.P.S.	8/7/2018	75073.50	CONTRACTED SERVICES	0100
14438003	AZTEC CONTAINER	8/7/2018	2424.36	CONTRACTED SERVICES	0100
14438004	PETER WONG	8/7/2018	321.77	LODGING	0100
14438005	D&D WILDLIFE HABITAT RESTORATION, INC.	8/7/2018	575.00	CONTRACTED SERVICES	0100
14438006	NYHART	8/7/2018	2050.00	PROFESSIONAL SERVICES	0100
14438007	CALIFORNIA WESTERN VISUALS	8/7/2018	3104.71	OFFICE SUPPLIES	0100
14438008	ELIZABETH ORIGINALES	8/7/2018	341.28	MILEAGE & REFRESHMENTS	0100
14438009	PARADIGM HEALTHCARE SERVICES	8/7/2018	500.00	PROFESSIONAL SERVICES	0100
14438010	SCHOLASTIC, INC	8/7/2018	1070.85	INSTRUCTIONAL SUPPLIES	0100
14438011	HAWTHORNE MACHINERY	8/7/2018	9535.23	CONTRACTED SERVICES	0100
14438012	SPRINT	8/7/2018	4199.14	CONTRACTED SERVICES	0100
14438013	OFFICE DEPOT	8/7/2018	11188.45	OFFICE SUPPLIES	0100
14438014	COMPLIANCE POSTER COMPANY	8/7/2018	114.10	OFFICE SUPPLIES	0100
14438015	LOS ANGELES FREIGHTLINER	8/7/2018	841.05	CONTRACTED SERVICES	0100
14438016	RANCHO AUTO & TRUCK PARTS	8/7/2018	348.70	MECHANIC SUPPLIES	0100
14438017	GCR TIRES&SERVICE	8/7/2018	1231.04	TRANSPORTATION SUPPLIES	0100
14438018	IMPERIAL SPRINKLER SUPPLY	8/7/2018	179.33	GROUND SUPPLIES	0100
14438019	FEDEX	8/7/2018	36.05	POSTAGE	0100
14438020	THE HOME DEPOT SUPPLY	8/7/2018	417.55	MAINTENANCE SUPPLIES	0100
14438021	HOTSY EQUIPMENT COMPANY	8/7/2018	22.60	GROUND SUPPLIES	0100
14438022	TEAMTALK NETWORK	8/7/2018	397.80	CONTRACTED SERVICES	0100
14438023	OPTIMUM FLOORCARE	8/7/2018	1067.97	GROUND SUPPLIES	0100
14438024	RUSSELL SIGLER, INC	8/7/2018	1881.53	MAINTENANCE SUPPLIES	0100
14438025	COOPERATIVE STRATEGIES LLC	8/7/2018	656.25	PROFESSIONAL SERVICES	0100
14438026	STAFF REHAB	8/7/2018	8649.50	PROFESSIONAL SERVICES	0100
14438027	ABA EDUCATION FOUNDATION	8/7/2018	900.00	PROFESSIONAL SERVICES	0100
14439253	CITY TREASURER	8/9/2018	29805.26	UTILITIES	0100
14439716	ROCHESTER 100 INC.	8/10/2018	625.00	INSTRUCTIONAL SUPPLIES	0100
14440070	4IMPRINT, INC.	8/13/2018	194.31	INSTRUCTIONAL SUPPLIES	0100
14440071	FACTS EDUCATION SOLUTIONS LLC	8/13/2018	1606.00	PROFESSIONAL SERVICES	0100
14440072	PRUDENTIAL OVERALL	8/13/2018	108.11	CONTRACTED SERVICES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14440073	SAN DIEGO GAS & ELECTRIC	8/13/2018	16835.20	UTILITIES	0100
14440074	DUNN-EDWARDS CORP.	8/13/2018	351.63	MAINTENANCE SUPPLIES	0100
14440075	BUS WEST	8/13/2018	203.13	MECHANIC SUPPLIES	0100
14440076	WILLY'S ELECTRONIC SUPPLY CO.	8/13/2018	60.95	IT SUPPLIES	0100
14440077	RANCHO AUTO & TRUCK PARTS	8/13/2018	52.37	MAINTENANCE SUPPLIES	0100
14440078	HARBOR FREIGHT TOOLS	8/13/2018	86.59	MAINTENANCE SUPPLIES	0100
14440079	FLEETWASH INC	8/13/2018	165.13	CONTRACTED SERVICES	0100
14440080	BEST BUY	8/13/2018	155.85	OFFICE SUPPLIES	0100
14440081	OPTIMUM FLOORCARE	8/13/2018	74.69	GROUPS SUPPLIES	0100
14440082	PRO POWER	8/13/2018	243.97	GROUPS SUPPLIES	0100
14440083	MCGREGOR AND ASSOCIATED	8/13/2018	456.45	PROFESSIONAL SERVICES	0100
14440084	MPC ELECTRONICS INC	8/13/2018	147.11	INSTRUCTIONAL SUPPLIES	0100
14440960	MRC SMART TECHNOLOGY SOLUTIONS	8/15/2018	5292.90	CONTRACTED SERVICES	0100
14440962	ILLUMINATE EDUCATION INC.	8/15/2018	27203.25	CONTRACTED SERVICES	0100
14440963	PANERA BREAD COMPANY	8/15/2018	3372.85	CONTRACTED SERVICES	0100
14441374	IVAN OTTAVIANO	8/16/2018	23.87	MILEAGE	0100
14441375	SAN DIEGO GAS & ELECTRIC	8/16/2018	453.68	UTILITIES	0100
14441376	AT&T	8/16/2018	1875.12	UTILITIES	0100
14442110	VECTOR USA	8/21/2018	11080.33	CONTRACTED SERVICES	0100
14442111	ACSA FOUNDATION FOR EDUCATIONAL	8/21/2018	1495.00	DUES & MEMBERSHIPS	0100
14442112	QUALTRICS, LLC	8/21/2018	22050.01	PROFESSIONAL SERVICES	0100
14442114	SARAH WATSON	8/21/2018	915.07	REIMBURSEMENT	0100
14442115	EWING IRRIGATION	8/21/2018	605.30	GROUPS SUPPLIES	0100
14442116	CALIFORNIA ELECTRIC SUPPLY	8/21/2018	357.96	MAINTENANCE SUPPLIES	0100
14442117	ACSA	8/21/2018	3535.00	REGISTRATION FEE	0100
14442118	SOUTHWEST SCHOOL & OFFICE	8/21/2018	8070.18	INSTRUCTIONAL SUPPLIES	0100
14442119	AMS - ACOUSTICAL MATERIAL	8/21/2018	688.11	MAINTENANCE SUPPLIES	0100
14442120	XEROX CORPORATION	8/21/2018	5819.14	CONTRACTED SERVICES	0100
14443268	XEROX FINANCIAL SERVICES	8/22/2018	9274.25	CONTRACTED SERVICES	0100
14443269	MAXIM HEALTHCARE SERVICES, INC	8/22/2018	18293.44	PROFESSIONAL SERVICES	0100
14443272	HOME DEPOT	8/22/2018	3326.53	GROUPS SUPPLIES	0100
14443273	SAN DIEGO COUNTY	8/22/2018	2198.10	PUBLICATION SUPPLIES	0100
14443274	MIRAMAR BOBCAT INC	8/22/2018	582.03	GROUPS SUPPLIES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14443275	SOUTHWEST SCHOOL & OFFICE	8/22/2018	2734.33	INSTRUCTIONAL SUPPLIES	0100
14443276	OTAY MESA SALES INC.	8/22/2018	1255.29	MAINTENANCE SUPPLIES	0100
14443277	SIR SPEEDY PRINTING 02890	8/22/2018	178.61	OFFICE SUPPLIES	0100
14444652	CHEVRON U.S.A. INC.	8/27/2018	3879.72	CONTRACTED SERVICES	0100
14444655	COOLE SCHOOL	8/27/2018	2720.00	INSTRUCTIONAL SUPPLIES	0100
14444657	IMAGINE LEARNING INC	8/27/2018	180000.00	CONTRACTED SERVICES	0100
14444661	PLATINUM PARTY RENTALS	8/27/2018	1692.13	CONTRACTED SERVICES	0100
14445317	FULCRUM MANAGEMENT SOLUTIONS INC	8/28/2018	20000.00	CONTRACTED SERVICES	0100
14445794	MRC SMART TECHNOLOGY SOLUTIONS	8/29/2018	286.82	CONTRACTED SERVICES	0100
14445795	SPIRAL BINDING COMPANY, INC	8/29/2018	911.04	PUBLICATION SUPPLIES	0100
14445796	AGRI-TURF DISTRIBUTING, LLC	8/29/2018	57.11	GROUND SUPPLIES	0100
14445797	HORIZON DISTRIBUTORS	8/29/2018	649.70	GROUPS SUPPLIES	0100
14445798	BEAR COMMUNICATIONS, INC.	8/29/2018	1120.06	OFFICE SUPPLIES	0100
14445799	SAN DIEGO GAS & ELECTRIC	8/29/2018	80513.03	UTILITIES	0100
14445801	LAKESHORE	8/29/2018	7000.00	CONTRACTED SERVICES	0100
14445802	GRAINGER	8/29/2018	1786.40	MAINTENANCE SUPPLIES	0100
14445803	DUNN-EDWARDS CORP.	8/29/2018	688.94	MAINTENANCE SUPPLIES	0100
14445804	SCHOOL SPECIALTY	8/29/2018	3477.37	INSTRUCTIONAL SUPPLIES	0100
14445805	WESTERN PSYCHOLOGICAL SERVICES	8/29/2018	365.73	INSTRUCTIONAL SUPPLIES	0100
14445806	REFRIGERATION SUPPLIES	8/29/2018	1539.02	MAINTENANCE SUPPLIES	0100
14445807	OFFICE DEPOT	8/29/2018	9143.29	INSTRUCTIONAL SUPPLIES	0100
14445808	CALIFORNIA DEPT. OF JUSTICE	8/29/2018	784.00	CONTRACTED SERVICES	0100
14445809	EWING IRRIGATION	8/29/2018	1290.73	GROUPS SUPPLIES	0100
14445810	RANCHO SAN DIEGO NURSERY INC	8/29/2018	1375.92	GROUPS SUPPLIES	0100
14445811	FIREHAWK	8/29/2018	101.34	CONTRACTED SERVICES	0100
14445812	WILLY'S ELECTRONIC SUPPLY CO.	8/29/2018	616.41	IT SUPPLIES	0100
14445813	FERGUSON ENTERPRISES,INC#1350	8/29/2018	98.78	MAINTENANCE SUPPLIES	0100
14445815	RANCHO AUTO & TRUCK PARTS	8/29/2018	731.36	MAINTENANCE SUPPLIES	0100
14445816	HARBOR FREIGHT TOOLS	8/29/2018	77.57	MAINTENANCE SUPPLIES	0100
14445817	PRO ED	8/29/2018	865.70	INSTRUCTIONAL SUPPLIES	0100
14445818	IMPERIAL SPRINKLER SUPPLY	8/29/2018	689.12	GROUPS SUPPLIES	0100
14445819	CALIFORNIA ELECTRIC SUPPLY	8/29/2018	271.90	MAINTENANCE SUPPLIES	0100
14445820	FEDEX	8/29/2018	46.08	POSTAGE	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14445821	HOTSY EQUIPMENT COMPANY	8/29/2018	63.33	GROUNDS SUPPLIES	0100
14445822	VALLEY INDUSTRIAL SPECIALTIES	8/29/2018	504.44	MAINTENANCE SUPPLIES	0100
14445823	HOUGHTON MIFFLIN COMPANY	8/29/2018	10500.15	INSTRUCTIONAL SUPPLIES	0100
14445824	SOUTHWEST SCHOOL & OFFICE	8/29/2018	937.51	INSTRUCTIONAL SUPPLIES	0100
14445825	BJ'S RENTALS, INC.	8/29/2018	397.82	CONTRACTED SERVICES	0100
14445826	FASTENAL COMPANY	8/29/2018	18.90	MAINTENANCE SUPPLIES	0100
14445827	STANLEY CONVERGENT SECURITY	8/29/2018	119.00	CONTRACTED SERVICES	0100
14445828	MPC ELECTRONICS INC	8/29/2018	142.87	OFFICE SUPPLIES	0100
14445829	THE BATTERY PLACE	8/29/2018	83.89	GROUNDS SUPPLIES	0100
14445830	AHLEE BACKFLOW SERVICE, INC.	8/29/2018	720.00	CONTRACTED SERVICES	0100
Total 0100			\$ 867,748.92		
14446281	GROSSMONT UNION HIGH SCHOOL	8/30/2018	6432.65	CONTRACTED SERVICES	1200
14443271	OFFICE DEPOT	8/22/2018	7761.71	INSTRUCTIONAL SUPPLIES	1200
14445800	WAXIE SANITARY SUPPLY	8/29/2018	2866.63	CUSTODIAL SUPPLIES	1300
14435020	IMAGE ONE CORPORATION	7/27/2018	2732.52	CONTRACTED SERVICES	1300
14436716	SAN DIEGO COUNTY	8/2/2018	183.18	OFFICE SUPPLIES	1300
14444651	GOLD STAR FOODS	8/27/2018	48593.53	CAFETERIA FOOD	1300
14444653	HOLLANDIA DAIRY INC.	8/27/2018	6641.12	CAFETERIA FOOD	1300
14444654	CINTAS CORPORATION NO. 3	8/27/2018	2877.16	CONTRACTED SERVICES	1300
14444656	SMART & FINAL	8/27/2018	238.25	CAFETERIA SUPPLIES	1300
14444658	PRUDENTIAL OVERALL SUPPLY	8/27/2018	200.00	CONTRACTED SERVICES	1300
14444659	AMERICAN PRODUCE DISTRIBUTORS	8/27/2018	9833.24	CAFETERIA FOOD	1300
14444660	GALASSO'S BAKERY	8/27/2018	1249.35	CAFETERIA FOOD	1300
14446282	ACE COOLING & FREEZING	8/30/2018	7400.89	CONTRACTED SERVICES	1300
Total 1300			\$ 97,010.23		
14434088	CONAN CONSTRUCTION, INC	7/25/2018	60800.00	CONTRACTED SERVICES	2518
14438565	CONAN CONSTRUCTION, INC	8/8/2018	330267.50	CONTRACTED SERVICES	2518
14438566	L.L. HENDRIX	8/8/2018	8010.00	CONTRACTED SERVICES	2518
14440069	MAYER REPROGRAPHICS	8/13/2018	447.83	CONTRACTED SERVICES	2518
14442113	CRISPIMAGING	8/21/2018	185.44	CONTRACTED SERVICES	2518
14444970	CRISPIMAGING	8/22/2018	1228.84	CONTRACTED SERVICES	2518
14445318	BAKER NOWICKI DESIGN STUDIO, LLP	8/28/2018	6286.00	CONTRACTED SERVICES	2518
Total 2518			\$ 407,225.61		

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14445814	DECISIONINSITE	8/29/2018	4494.00	PROFESSIONAL SERVICES	4901
14437628	CALIFORNIA FINANCIAL SERVICES	8/6/2018	10000.00	CONTRACTED SERVICES	4901
14440961	U.S. BANK NATIONAL ASSOCIATION	8/15/2018	\$ 2,234,053.13	COP'S PAYMENTS	4901
Total 4900			\$ 2,248,547.13		
Grand Total			\$ 3,620,531.89		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH NINYO & MOORE - REVISED

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.

The agreement has been revised to update the following sections:

- Section 4.7 Insurance to provide the ability to waive paragraphs 5 and 6.
- Section 5.7 Indemnification to align with SB496 requirements.
- Section 5.12 School Safety, Fingerprinting and Background Investigation Requirements
- School Safety Certification Form – updated to include Penal Code Section 667.5(c) and Section 1192.7(c).
- All other terms, conditions and fees remain the same.

RECOMMENDATION:

Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>MAW</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				
\$8,234.00 (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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 10th day of August 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Ninyo & Moore
Company/Consultant

(858) 576-1000 (x11235)
Telephone Number

5710 Ruffin Road, San Diego, CA 92123
Address

www.ninyoandmoore.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: August 10, 2018

To: August 1, 2021

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 to this Agreement to bind District to any obligation whatsoever, except as specifically provided herein 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

(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. **This item waived** _____
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.

This item waived _____

13B.3

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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. **13B13** District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Page 5 of 15**

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

CONSULTANT:	Ninyo & Moore
Name:	Gabriel Smith, PE, Project Engineer
Name:	Mark Cuthbert, PE, Principal Engineer
Address:	5710 Ruffin Road
City/State/Zip Code:	San Diego, CA 92123
Telephone:	(858) 576-1000 x11235 / (858) 220-0980 c
Email:	gsmith@ninyoandmoore.com / mcuthbert@ninyoandmoore.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Joanne Branch (SDCOE)
Title:	Chief Business Official	SDCOE – Facilities
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 x 3004	(619) 428-4476 X3065
Email:	Marilyn.adrianzen@sysdschools.org	jbranch@sdcoe.net

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

San Ysidro School District

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Telephone No. ()

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved: 08-09-18 / 09-13-18 Revised

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 _____



Geotechnical & Environmental Sciences Consultants

July 31, 2018
Project No. 108288004-005

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

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

Dear Dr. Potter:

Based on discussions with Ms. Joanne Branch, we understand that the District is looking to closeout the Smythe and La Mirada Elementary School projects and has requested our assistance in that effort. As indicated in the Outstanding Items Log prepared by our office dated June 22, 2018, (attached) there are some outstanding geotechnical and special inspection items yet to be resolved. In addition to our log, we understand the project team has identified other items yet to be resolved; however, this other list was not made available at this time.

SCOPE OF SERVICES

Based on the Outstanding Items Log prepared by our office dated June 22, 2018, we anticipate our services through closeout may include the following:

- Perform geotechnical observation and testing during removal and replacement of backfill at the communications trench at La Mirada Elementary School
- Perform geotechnical observation and testing during removal and replacement of curb subgrade at Smythe Elementary School
- Perform special inspection and testing of post-installed anchors to replace the nonconforming anchors at the left switchgear units at Smythe and La Mirada Elementary Schools.
- Perform special inspection of field welding during replacement of the gate hinges at Smythe and La Mirada Elementary Schools.
- Prepare and submit final verified reports (DSA Form 291 and 293) for Smythe and La Mirada Elementary Schools

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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 differently, overtime premiums will apply and our estimated fee will increase accordingly.
- Special inspections will be performed on a periodic basis.

FEE ESTIMATE

Based on the Outstanding Items Log prepared by our office dated June 22, 2018 and the anticipated scope of services outlined above, we estimate the fee for the closeout services to be approximately \$8,234 (Eight Thousand Two Hundred Thirty-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. After a full list of outstanding items and/or a schedule is made available, a revised fee estimate may be prepared and provided. If you are in agreement with this request, please forward a new PSA.

ACCOUNTING HISTORY

Ninyo & Moore has been under contract (PSA dated June 13, 2017) for the Smythe and La Mirada Elementary School Summer Modernization projects in San Ysidro, California. Based on our discussions we understand that the existing contract is to be closed effective the end of June 2018. A review of our contract and accounting records indicates that proximately \$6,190 remains in that budget.

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: Outstanding Items Log
Table 1 – Breakdown of Estimated Fee

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

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Outstanding Items Log

Project No. 108288004 - La Mirada Elementary School (DSA Application No. 04-115907)

June 22, 2018

Date	Inspector	Issue	Type	Potential Resolution Options
7/25/2017	MJL	Depth of embedment of 1/2-inch HILTI Kwik-Bolt TZ on left Switchgear unit is 2 3/4 to 3 inches. Plans show 3-1/2 inch minimum embedment for 1/2-inch HILTI Kwik-Bolt TZ. LM 146 & BP 19.36 show 3/8-inch HILTI Kwik-Bolt TZ with 2-3/4 inch minimum embedment.	NCR	1) SEOR review and comment on size and depth of anchors installed 2) Reinstall anchors as designed and shown on plans & RFI with special inspection
7/28/2017	MJL	Installation of hold downs at replaced sill plate in Building 4 do not have approved details.	NCR	1) SEOR should review and comment on new hold-downs
8/5/2017	JVC	Communication trench was excavated within a section of the cement-treated soil. Ninyo & Moore recommended backfill within the cement-treated areas should be slurry or cement-treated soil. Area was backfilled with excavated materials. N&M Comments: Backfill is not within structural areas and is not covered on the DSA 293. However backfilling with the excavated materials will result in a differential support of the asphalt. Cracking and settlement within this area should be anticipated.	Deviation	1) Leave in-place and anticipate differential subgrade behavior (cracking, settlement, and future maintenance) 2) Remove and replace backfill with slurry or cement-treated soil
Various	DSL	A 3x3x3/16 angle was added to the bottom of the frames to support the screens. Additionally, a section of 2x3 HSS tube steel was added to support the screens in the corners of the frames. These items were not shown on the plan. N&M Comments: The 3x3x3/16 angles were approved by the SEOR (see email dated October 31, 2017). The 2x3 HSS tube steel has not been addressed and is still an outstanding item.	NCR	1) SEOR should review the as-built conditions and comment on the addition and attachment of the HSS tube steel 2) HSS tube steel should be removed and the screens should be attached at the corners per plan
8/10/2017	DSL	Slump testing on the concrete placed at the gate column footings yielded a 6 inch slump, which exceeded the 4 inch maximum slump specified in the project documents. N&M Comments: Results of compressive strength testing at 28 days indicated an average of 4,370 psi. Specified 28-day compressive strength is 4,000 psi.	NCR	1) SEOR should review and comment on slump
Various	DSL	Gates: various items did not meet the project documents. Items include addition of spacers, hinges used, and gate frames being notched. Additionally some welding was performed without the presence of a special inspector and post-welding visual inspection of the completed weld was performed. N&M Comments: Per a conference call May 2018 with IOR, Ninyo & Moore, and AOR, the gates were discussed due to gate hinges that had been damaged, failed and/or are failing. At that time there was discussion as to complete rework/replacement of the gate hardware and attachments. AOR provided Peter Wong (SYSD) with a summary of issues, deviations, and non-conformances at the gate via email on May 3, 2018.	NCR/Exception	1) Remove gates, gate hardware, and gate attachments and replace. This should be performed under observation by IOR and with special inspection.

Outstanding Items Log

Project No. 108288005 - Smythe Elementary School (DSA Application No. 04-115906)

June 22, 2018

Date	Inspector	Issue	Type	Potential Resolution Options
7/13/2017	MJL	Subgrade for G1 curbs at east island probe loose. Irrigation line broken. N&M Comments: Area is not within structural areas and is not covered on the DSA 293. However, settlement along curb should be anticipated due to the soft/loose subgrade.	Exception	1) Leave in-place and anticipate settlement and maintenance along curb line. 2) Remove curb, recompact subgrade under geotechnical observation, and replace curb.
7/18/2017	MJL	Ninyo & Moore was not present during installation of the 5/8-inch threaded rod for door frame hold-downs in Building 3. However, tension testing yielded passing results. N&M Comments: Ninyo & Moore is unable to comment on hole preparation, and/or epoxy materials and placement.	Exception	1) SEOR should comment on waiving inspection
7/25/2017	MJL	Depth of embedment of 1/2-inch HILTI Kwik-Bolt TZ on left Switchgear unit is 2 3/4 to 3 inches. Plans show 3-1/2 inch minimum embedment for 1/2-inch HILTI Kwik-Bolt TZ. LM 146 & BP 19.36 show 3/8-inch HILTI Kwik-Bolt TZ with 2-3/4 inch minimum embedment.	Exception	1) Leave in-place and anticipate settlement and maintenance along trench line 2) Remove and replace trench backfill under geotechnical observation
7/29/2017	ZWH	Slump testing on the concrete placed for embed patching in Building 4 yielded a 5 inch slump, which exceeded the 4 inch maximum slump specified in the project documents. N&M Comments: Results of compressive strength testing at 28 days indicated an average of 4,540 psi. Specified 28-day compressive strength is 4,000 psi.	NCR	1) SEOR should review and comment on slump
Various	DSL	A 3x3x3/16 angle was added to the bottom of the frames to support the screens. Additionally, a section of 2x3 HSS tube steel was added to support the screens in the corners of the frames. These items were not shown on the plan. N&M Comments: The 3x3x3/16 angles were approved by the SEOR (see email dated October 31, 2017). The 2x3 HSS tube steel has not been addressed and is still an outstanding item.	NCR	1) SEOR should review the as-built conditions and comment on the addition and attachment of the HSS tube steel 2) HSS tube steel should be removed and the screens should be attached at the corners per plan.
Various	DSL	Gates: various items did not meet the project documents. Items include addition of spacers, hinges used, and gate frames being notched. Additionally some welding was performed without the presence of a special inspector and only visual inspection of the completed weld could be performed. N&M Comments: Per a conference call May 2018 with IOR, Ninyo & Moore, and AOR, the gates were discussed due to gate hinges that had been damaged, failed and/or are failing. At that time there was discussion as to complete rework/replacement of the gate hardware and attachments. AOR provided Peter Wong (SYSD) with a summary of issues, deviations, and non-conformances at the gate via email on May 3, 2018.	NCR/Exception	1) Remove gates, gate hardware, and gate attachments and replace. This should be performed under observation by IOR and with special inspection.

Table 1 – Breakdown of Estimated Fee

La Mirada Elementary School

Reinforced Concrete, Special Inspector, Switchgear Anchors	4 hours @	\$95.00 /hour	\$	380.00
Field Technician, Communication Trench Backfill	8 hours @	\$95.00 /hour	\$	760.00
Structural Steel/Welding, Special Inspector, Gates	16 hours @	\$95.00 /hour	\$	1,520.00
		Subtotal	\$	2,660.00

Smythe Elementary School

Field Technician, Curb Subgrade	8 hours @	\$95.00 /hour	\$	760.00
Reinforced Concrete, Special Inspector, Switchgear Anchors	4 hours @	\$95.00 /hour	\$	380.00
Structural Steel/Welding, Special Inspector, Gates	20 hours @	\$95.00 /hour	\$	1,900.00
		Subtotal	\$	3,040.00

Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	2 hours @	\$168.00 /hour	\$	336.00
Project Engineer/Geologist	6 hours @	\$156.00 /hour	\$	936.00
Staff Engineer/Geologist	4 hours @	\$128.00 /hour	\$	512.00
		Subtotal	\$	1,784.00

Contingency

General 10% Contingency			\$	750.00
		Subtotal	\$	750.00

TOTAL ESTIMATED FEE			\$	8,234.00
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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH AGUILAR ARCHITECTS FOR SERVICES TO CLOSE PROJECT WITH COMPLIANCE - REVISED

BACKGROUND INFORMATION:

On August 9, 2018, the Governing Board approved the services of 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.

The agreement has been revised to update the following sections:

- Section 4.7 Insurance to provide the ability to waive paragraphs 5 and 6.
- Section 5.7 Indemnification to align with SB496 requirements.
- Section 5.12 School Safety, Fingerprinting and Background Investigation Requirements
- School Safety Certification Form – updated to include Penal Code Section 667.5(c) and Section 1192.7(c).
- All other terms, conditions and fees remain the same.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>MAW</u>
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
\$48,090.00 <small>(Amount)</small>	Building / General Fund <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Gina A. Potter, 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 10th day of August, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Aguilar Architects
Company/Consultant

(949) 387-5949
Telephone Number

1400 Quail Street, Suite 255, Newport Beach, CA 92660
Address

Aguilararchitects.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES – POST CONSTRUCTION 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: August 10, 2018

To: August 1, 2021 (3 years)

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

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2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such 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

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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. **This item waived _____**
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. **13B.4**

This item waived _____

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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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.

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 **13B-4** receipt requested, addressed to the following entities.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT:	Aguilar Architects
Name:	Guillermo Aguilar, AIA
Title:	Principal
Address:	1400 Quail Street, Suite 255
City/State/Zip Code:	Newport Beach, CA 92660
Telephone:	(949) 230-8875 / (949) 387-5949
Email:	gaguilar@aguilararchitects.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Joanne Branch (SDCOE)
Title:	Chief Business Official	SDCOE – FACJPA Facilities Consultant
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 x3004	(858) 292-3735
Email:	Marilyn.adrianzen@sysdschools.com	jbranch@sdcoe.net

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Telephone No. ()

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved: 08-09-18 / Revised:

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.4

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Aguilar Architects

1400 Quail Street Suite 255

Newport Beach CA 92660

C 949 230.8875

T 949 387.6949

aguilararchitects.com

July 26, 2018 - Revised 7/30/2018

Ms. Joanne Branch, DBIA
 School Facility Planning Coordinator
 San Diego County Office of Education
 Educational Facility Solutions Group
 6401 Linda Vista Road, #506
 San Diego, CA 92111

Subject: **Post Construction Services Proposal for
 Smythe and La Mirada Elementary School Modernizations
 San Ysidro School District**

Dear Joanne,

Aguilar Architects, Inc. is pleased to present this revised proposal for Architecture, and Engineering Post Construction Services for the above projects previously designed by our office. We welcome your expertise in assisting the San Ysidro School District (our client) deal with the construction issues affecting the completion and successful closeout and certification of the Smythe and La Mirada elementary schools. It is our understanding that you are acting as the Interim Director of Facilities (consultant) for the San Ysidro School District with closing out these projects, and specifically creating a list of outstanding construction items that are impeding the closeout of the schools, as well as an acceptable completion of the work for project acceptance by the District. The tasks associated with this service will be an expansion and addition to our 6/4/18 memorandum "PENDING ITEMS FOR SCHOOL CLOSEOUT"

SCOPE OF WORK

We have divided our services into six tasks as follows:

Task A – As-Built Verification / Site Visits and Report

Per our on-site meeting on July 17th, we are performing site visits to document work to be repaired and/or finished, and measurements (if needed), to complete the list of items for the Lease-Lease Back contractor to: Complete, Repair, Re-work, or Replace work that was left outstanding by the contractor.

The list will provide a final itemization of pending and post-construction punch list items for project completion. Aguilar Architects will perform site visits with our engineers and develop the outstanding list of construction items, identifying the associated contract documents page, or plan sheet documentation where the construction item is required to be completed or re-worked, etc.



This report will not include graphics or photographs depicting the site conditions; however, a graphic report can be compiled by us if requested by the District. As discussed, this will be an additional service.

Task B – Coordinate with District’s Hardware Consultant

Although hardware specifications were not a part of our basic contract, Aguilar Architects has agreed with the District to perform an installation and functionality report as an alternate to the District re-hiring the original District’s hardware consultant (Allegion). This report will not include technical information and or installation specifications above and beyond as those provided by the District’s consultant. Using the existing documents provided by Allegion, we will verify that the right hardware was installed, and the functionality of same in the field. Any deficiencies will be noted. As it has been noted from our previous site visit with you, several hardware issues are not yet resolved, and some require immediate attention for building security.

Tasks C and D – Gates Re-design and DSA CCD Coordination

The scope of this work excludes the documentation of existing conditions, review of inspector reports, and report on the issues that in our opinion have caused the gate hinges to fail and which were presented to the District on May 14th, 2018. These tasks include the redesign of the hinges that had failed with new self-closing hinges; redesign of the gate posts to receive the new hinge/closers which have a wider profile; and to provide an additional level of safety and security for the main school gates. In addition, we will prepare a CCD for DSA submittal and approval prior to the reconstruction and field modifications by the contractor. The fees associated with these tasks include meetings at DSA and one site visit by our team with our structural engineer.

Task E – Construction Observation and Coordination with District, DSA, and Inspectors

This task will be a separate as-needed agreement and is therefore deleted from this proposal.

Task F – Glulam Inspections and Report

As DSA has been concerned regarding one existing glulam beam that has been cracked and delaminated, the District has requested we include a report and assessment of the existing glulam beams at the MPR buildings on both schools. Our Phase I report will include the following:

- Provide the visual observation for the structural integrity of the existing glulam beams. Based on this observation, a non- destructive test may be recommended on one or two beams that are delaminating. This will include the one beam that has failed.
- We will provide the non-destructive test protocol for a specialized testing laboratory to perform the test.
- Review the tests for further recommendations, including reinforcement, or repair/replace as needed.
- Obtain DSA permits for the test protocol, provide drawings for approval by DSA and attend repair site visits with the DSA IOR.



OPTIONAL SERVICES

The following services have not been included in this proposal, but may be provided as Supplemental Services at the request and authorization of the District:

1. Application and presentation to DSA other than as listed above
2. Application and presentation to city of San Diego and/or DHS
3. Phased construction document packages
4. IT/Low Voltage inspections on District's installed equipment
5. Security assessments, Security Consultant/Engineer
6. Presentations, graphic exhibits, and/or meetings other than those outlined above

COMPENSATION

For the Basic Services described above, we propose an hourly rate not to exceed fee per Exhibit A attached.

* * * * *

If you find this proposal satisfactory, it will be used as the basis of a formal agreement with terms and conditions incorporating the intent of this proposal. If you have any questions, please contact me at 949 230-8875. I will be pleased to review and discuss the proposal with you.

Thank you for the opportunity to submit our proposal to you. We enthusiastically look forward to working with you on completing this project.

Very truly yours,
Aguilar Architects, Inc.

Guillermo Aguilar, AIA
Principal

C.C. Tim Hall
File

EXHIBIT A - SYSYD FEE PROPOSAL - POST-CONSTRUCTION SERVICES 2018-7-26 - Rev. 2018-7-30

TASKS	TASK HOURS	TOTAL FEE PER TASK
As-Built Verification / Site Visits and Itemized Punch List Report	136.00	\$ 22,360.00
Hardware Punch List and Documentation Report	16.00	\$ 2,720.00
Gates Re-design	36.00	\$ 6,480.00
Gates CCD and DSA Coordination	58.00	\$ 9,970.00
Post construction CA and Coordination with District and Inspectors	0.00	\$ -
Glulam Beams Observation and Assessments Phase 1 and 2	40.00	\$ 6,560.00
TOTAL	286.00	\$ 48,090.00

TASK A - As-Built Verification / Site Visits and Itemized Punch List Report	ESTIMATED HOURS						TOTAL HOURS	TOTAL FEE
	architect	Structural	Civil	MEP	tk1sc	PENCO		
• Principal	6	4	4	4	4	4	18	\$ 3,690.00
• Project Manager	48	4	18	8	8	8	78	\$ 12,870.00
• Project Job Captain	40	0	0	0	0	0	40	\$ 5,800.00
• Project Designer	0	0	0	0	0	0	0	\$ -
• Designer	0	0	0	0	0	0	0	\$ -
• CAD/BIM Resource	0	0	0	0	0	0	0	\$ -
TOTAL	94	8	22	12	136	12	136	\$ 22,360.00

TASK B - Hardware Punch List and Documentation Report

• Principal	4	0	0	0	0	0	4	\$ 820.00
• Project Manager	8	0	0	0	0	0	8	\$ 1,320.00
• Project Job Captain	4	0	0	0	0	0	4	\$ 580.00
• Project Designer	0	0	0	0	0	0	0	\$ -
• Designer	0	0	0	0	0	0	0	\$ -
• CAD/BIM Resource	0	0	0	0	0	0	0	\$ -
TOTAL	16	0	0	4	20	4	20	\$ 2,720.00

TASK C - Gates Redesign

• Principal	4	4	0	0	0	0	8	\$ 1,640.00
• Project Manager	18	4	0	0	0	0	22	\$ 3,630.00
• Project Job Captain	0	0	0	0	0	0	0	\$ -
• Project Designer	0	2	0	0	0	0	2	\$ 290.00
• Designer	0	0	0	0	0	0	0	\$ -
• CAD/BIM Resource	2	2	4	4	8	8	24	\$ 920.00
TOTAL	24	12	4	4	40	40	40	\$ 6,480.00

13B.4

ESTIMATED HOURS

TASK D - Gates CCD and DSA Coordination	HOURLY RATE	architect		Structural		Civil		TOTAL HI TOTAL FEE
		AGUILAR	VCA	MEP tk1sc	PENCO	MEP tk1sc	PENCO	
• Principal	\$ 205.00	6	4	0	0	0	0	10 \$ 2,050.00
• Project Manager	\$ 165.00	40	8	0	0	0	0	48 \$ 7,920.00
• Project Job Captain	\$ 145.00	0	0	0	0	0	0	0 \$ -
• Project Designer	\$ 145.00	0	0	0	0	0	0	0 \$ -
• Designer	\$ 115.00	0	0	0	0	0	0	0 \$ -
• CAD/BIM Resource	\$ 115.00	0	0	0	0	0	0	0 \$ -
TOTAL		46	12	0	0	0	0	58 \$ 9,970.00

TASK E - DELETED - Post construction CA and Coordination with District and Inspectors

TASK F - Glulam Beams Observation and Assessments Phase 1 and 2	HOURLY RATE	architect	Structural	Civil	TOTAL HI TOTAL FEE	
		AGUILAR	VCA	MEP tk1sc	PENCO	
• Principal	\$ 205.00	2	4	0	0	6 \$ 1,230.00
• Project Manager	\$ 165.00	6	20	0	0	26 \$ 4,290.00
• Project Job Captain	\$ 145.00	0	0	0	0	0 \$ -
• Project Designer	\$ 145.00	0	4	0	0	4 \$ 580.00
• Designer	\$ 115.00	0	0	0	0	0 \$ -
• CAD/BIM Resource	\$ 115.00	0	4	0	0	4 \$ 460.00
TOTAL		8	32	0	0	40 \$ 6,560.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: *mw*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH FORENSIC ANALYTICAL CONSULTING SERVICES
REVISED

BACKGROUND INFORMATION:

On August 9, 2018, the Governing Board approved the agreement with Forensic Analytical Consulting Services (FACS) to perform environmental testings such as microbiology, asbestos, lead and particle identification, on an "as needed" basis. The services are expected to be performed during non-student hours and under the supervision of assigned District staff.

The agreement has been revised to update the following sections:

- Section 2.2 Payment – indicate number of days payment can be expected.
- Section 4.7 Insurance - to provide the ability to waive paragraphs 5 and 6.
- All other terms, conditions and fees remain the same.

RECOMMENDATION:

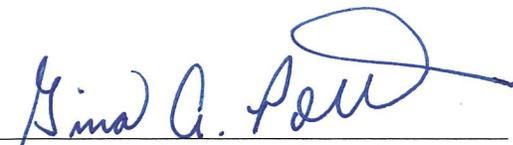
Approve the revised agreement with Forensic Analytical Consulting Services to perform environmental testings such as microbiology, asbestos, lead and particle identification, on an "as needed" basis in an amount up to \$20,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <u> <i>mw</i> </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		
UP TO		
\$20,000.00	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Gina A. Potter, 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 10th day of August, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Forensic Analytical Consulting Services (FACS)
Company/Consultant

(310) 668-5616
Telephone Number

5080 Shoreham Place, Suite 205, San Diego, CA 92122
Address

Forensicanalytical.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: July 1, 2018 To: June 30, 2019 ("as needed")

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

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2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30 days after invoice is received from Consultant 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.*
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. **This item waived** _____
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. **This item waived** _____

SAN YSIDRO SCHOOL DISTRICT

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

SAN YSIDRO SCHOOL DISTRICT

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

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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.

CONSULTANT:	Forensic Analytical Consulting Services (FACS)	
Name:	Sharon Reeves	Abby S. Sanders, MPH
Title:	Chief Operations Officer (COO)	Associate Project Manager
Address:	5080 Shoreham Place, Suite 205	3111 Camino Del Rio North, Ste 435
City/State/Zip Code:	San Diego, CA 92122	San Diego, CA 92108
Telephone:		(760) 708-9000
Email:		acrotz@forensicanalytical.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Jose Leon
Title:	Chief Business Official	Lead Maintenance
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 X3047
Email:	Marilyn.adrianzen@systd.k12.ca.us	joseleon@systd.k12.ca.us

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

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

_____(Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

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

_____(Initial) Consultant will provide a list of their 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 _____

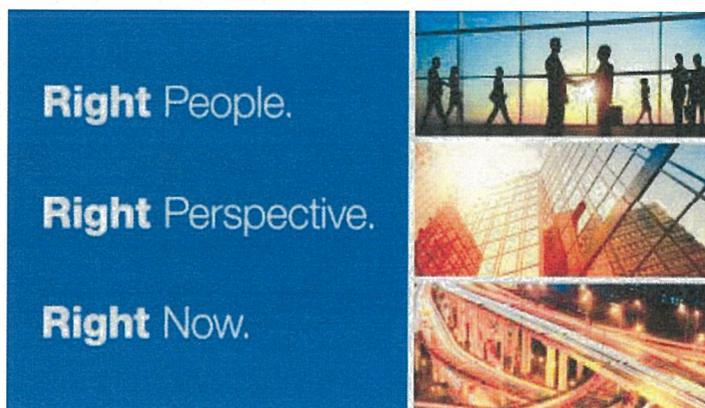
Name/title of authorized representative (Print) _____ **13B.5**

Signature _____ Date _____

EXHIBIT A

LABOR RATES

DESIGNATION	HOURLY RATE
Sr. CIH/PhD/Toxicologist	\$275
CIH/Principal Scientist	\$245
Senior Project Manager	\$195
Project Manager	\$155
Project Specialist	\$125
Senior Technician	\$125
Technician	\$110
Project Coordinator	\$110
Administrative Support	\$85



LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS	TURNAROUND TIME*					
----------	------------------	--	--	--	--	--

MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	>7 Days
Non-Viable Air	\$175	\$140	\$125	\$75		
Non-Viable Bulk	\$125	\$115	\$75	\$55		
Total Coliform & E. Coli (MUG)		\$160	\$125	\$90		
Legionella Viable Culture						\$175

ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	\$24	\$22	\$20	\$18	\$16	\$14
PLM (bulk)	\$35	\$32	\$28	\$25	\$22	\$20
TEM (air)	\$280	\$200	\$175	\$150	\$125	\$100
Point Count – 400	\$125	\$100	\$90	\$80	\$75	\$70
Point Count – 1000/Gravimetry	\$250	\$200	\$180	\$160	\$150	\$140

OTHER	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	\$60	\$50	\$40	\$30	\$25	\$20
Particle ID – Wildfire Smoke	\$400	\$300	\$225	\$175	\$150	\$125

*Turnaround time = total business days to receive laboratory results after sample submission

MISCELLANEOUS

Mileage:	Cost plus 15%	Deposition/Testimony:	Labor Rate x 1.5
Reimbursables:	Cost plus 15%	Emergency Response:	Labor Rate x 2
Equipment and Consumables:	Cost plus 15%	Overtime:	Labor Rate x 1.5
Off-Hours Lab Opening Fee:	\$400		

2018 CA Standard Fee Schedule
Please contact us for a complete list of services.

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Right People. Right Perspective. Right Now.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH JOHNSON CONTROLS

BACKGROUND INFORMATION:

The District would like to retain the services of Johnson Controls on an “as needed” basis for preventive maintenance and repair services under a block repair agreement. The District currently has approximately 380 HVAC units and the District’s manpower is not sufficient to cover all service calls. The cost implications for the Block Repair Agreement is up to \$30,000.00 with the option to purchase additional block units as may be necessary.

RECOMMENDATION:

Approve/Ratify 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.

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: MW

Financial Implications?

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

Requisition #

Yes No

Yes No

UP TO \$30,000.00 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

Johnson Controls
Company/Consultant

(619) 909-7339
Telephone Number

9630 Ridgeway Court, Suite A, San Diego, CA 92123
Address

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: 09-14-18 To: 06-30-19 (on an "as needed" basis)

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 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. **This item waived** _____
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.

This item waived _____

13B.6

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 endorsements required by these specifications, at any time.

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SAN YSIDRO SCHOOL DISTRICT

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

5.14 NOTICES / CONTACT INFORMATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT:	Johnson Controls
Name:	Matt Van Deren
Title:	Owner Account Representative
Address:	9630 Ridgehaven Ct., Suite A
City/State/Zip Code:	San Diego, CA 92123
Telephone:	(619) 909-7339
Email:	matt.vanderen@jci.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Jose Leon
Title:	Chief Business Official	Lead Maintenance
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 x3047
Email:	Marilyn.adrianzen@sysdschools.org	Jose.leon@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

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Telephone No. ()

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

EXHIBIT A

The attached Johnson Controls "Service Work Agreement" (Proposal Estimate #1-XTKK1EJ dated 09-05-18) is incorporated to this Professional Services Agreement as Exhibit A. Both Parties agree and understand the following Sections:

Section 2.2 Payment – The District will not pay the advance payment equal to 10% of the contract price. The District will pay in accordance to Section 2.2 of the Professional Services Agreement.

Section 6 Entire Agreement – It is understood that Johnson Controls will adhere to District's (Customer) Professional Service Agreement.

JOHNSON CONTROLS – APPROVAL

Authorized Representative Signature: _____

Date: _____

Printed Name: _____



PROPOSAL



Customer:
San Ysidro School District
4350 Otay Mesa Road, San Ysidro CA. 92173

Estimate #: 1-XTKK1EJ

Proposal Date: 9/05/18

Subject: Service Work Agreement

This is a proposal for HVAC service work on San Ysidro elementary school district. This is a NTE for \$30,000.00 of service work to be performed on all the sites listed above. If service contract exceeds amount listed JCI will submit a new service contract upon exceeded amount.

Total price **\$30,000.00 NTE**

Customer Approval _____ **Date:** _____

Service 24/7 (866) 283-6733	Standard Time	Overtime	Double Time
Mechanical Labor	2 hour Minimum \$133.00/ Hour	2 hour Minimum \$199.50/ Hour	2 hour Minimum \$266.00 / Hour
Chiller Labor	2 hour Minimum \$165.00/ Hour	2 hour Minimum \$247.50 / Hour	2 hour Minimum \$330.00 / Hour
Controls Labor	2 hour Minimum \$189.00/ Hour	2 hour Minimum \$283.50/ Hour	2 hour Minimum \$378.00/ Hour
Security & Fire Labor	2 hour Minimum \$178.00/ Hour	2 hour Minimum \$267.00/ Hour	2 hour Minimum \$356.00/ Hour

- Hourly rate starts when technician is dispatched to site and ends when technician returns to JCI San Diego Branch
- Standard rates in the table apply for calls Monday through Friday 7:00 a.m. – 4:00 p.m. excluding Holidays
- Overtime rates in the table apply for calls Monday through Friday 7:00 a.m. – 4:00 p.m. excluding Holidays
- Double time applies for Sundays and Johnson Controls Holidays
- Zone Charge: \$102
- Fuel Surcharge: \$10
- DEU: Disposal, Environmental, and Usage Fee: \$40

9630 Ridgehaven Ct., Suite A, San Diego, CA 92123 – 24 Hour Service (866) 283-6733

13B.6



PROPOSAL



Sites:

- District Office 4350 Otay Mesa Road San Ysidro CA. 92173
- San Ysidro Middle School 4345 Otay Mesa Roan, San Ysidro CA 92173
- La Mirada 222 Avenida de la Madrid, San Ysidro CA 92173
- Smythe 1880 Smythe Ave. San Ysidro CA. 92173
- Child Development Center 1880 Smythe Ave, San Ysidro CA 92173
- Sunset Elementary 3825 Sunset Lane, San Ysidro CA 92173
- Willow 226 Willow Road, San Ysidro CA 92173
- Ocean View 4919 Del Sol Blvd, San Diego CA 92154
- Vista Del Mar 4885 Del Sol Blvd. San Diego CA 92154

Notes and Exclusions:

- All work will be performed in accordance with JCI Safety Policies.
- The stated price is based on all work performed during normal business hours or overtime as per customers request
- This proposal is just for service calls and service repairs authorized by the customer. Customer will be billed upon completion of each service work ticket.
- JCI adheres to customers San Ysidro's School District Professional Service Agreement

Thank you for this opportunity to be of service and for your confidence in allowing Johnson Controls to provide your building service's needs. To proceed with this proposal, please sign this copy and return to my attention. If you would like more information, please contact me at **(619) 909-7339**.

Sincerely,

Matt Van Deren

Owner Account Representative
Building Technologies & Solutions
Johnson Controls
619.909.7339 Cell

9630 Ridgehaven Ct., Suite A, San Diego, CA 92123 – 24 Hour Service (866) 283-6733

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor or overtime. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose. Under no circumstances shall JCI be liable for any special, indirect, or consequential damages arising from or relating to any defect in material or workmanship of equipment or the performance of services.
6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or projectsite.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: _____
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA

BACKGROUND INFORMATION:

Throughout the year, the District uses the resources of School Services of California Inc. for guidance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the State Mandated cost claims process. These resources are invaluable in keeping up with the constantly changing financial landscape of the State.

The District would like to renew the annual agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2018 to September 30, 2019. The cost implications for these services are estimated at \$3,660.00 and \$650.00 for the CADIE and SABRE reports plus additional expenses that may be incurred.

RECOMMENDATION:

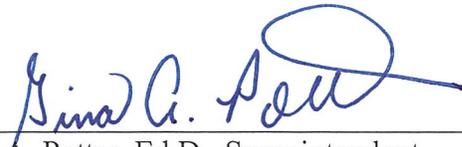
Approve the agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2018 to September 30, 2019 at an estimated cost of \$4,310.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other Are funds for this item available in the 2018-2019 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Business Services Reviewed: _____ Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">\$4,310.00</div> (Amount)	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">General Fund</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; width: 250px; margin: 0 auto;">--</div> (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an agreement between the **SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as “Consultant,” entered into as of October 1, 2018.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of “one copy” of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the *Analysis of the Governor’s Proposals for the State Budget and K-12 Education*
 - b. Unlimited access to the Consultant’s online workshops, which include:
 - i. Fiscal Aspects of Negotiations
 - ii. Associate Student Body
 - c. The option of receiving information on Consultant’s website regarding major school finance and policy issues
 - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - e. Preliminary school district revenue calculation using the online tools available on the Consultant’s website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

- f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
 - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to Consultant for services rendered under this Agreement:
- a. \$3,660 annually, plus expenses, or payable at \$305 per month, plus expenses, upon receipt of a billing from Consultant
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
4. This Agreement shall be for the period of one year, beginning October 1, 2018, and terminating September 30, 2019. This Agreement may be terminated prior to

September 30, 2019, by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

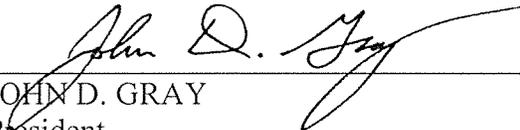
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____ DATE: _____

Print Name

Job Title

San Ysidro Elementary School District

BY:  _____ DATE: August 15, 2018

JOHN D. GRAY

President

School Services of California, Inc.

**ADDENDUM A
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (*two reports with 20 districts in each*) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **Salary And Benefits Report (SABRE)** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (*two reports with 20 districts in each*) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

Please check the appropriate items below:

- | | | | |
|---|--------------|---|---|
| <input type="checkbox"/> CADIE Only | \$450 | <input type="checkbox"/> Use the same districts as last year | <input type="checkbox"/> Current year 2016-17 |
| <input type="checkbox"/> SABRE Only | \$300 | <input type="checkbox"/> Use districts of similar type and size | <input type="checkbox"/> Next year 2017-18 |
| <input type="checkbox"/> CADIE & SABRE | \$650 | <input type="checkbox"/> Call me to discuss comparative group | |
| | | <input type="checkbox"/> Please use similar unduplicated pupil percentage districts | |

*Reports are a year behind as the data is released by the CDE.

**Next year: SABRE will be released in December 2018, CADIE will be released in March 2019

District Name: _____

Contact Name: _____

Address (no P.O. boxes please): _____

Telephone with extension: _____

Email Address: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH WESTCOAST SECURITY & INVESTIGATIVE AGENCY

BACKGROUND INFORMATION:

The WestCoast Security & Investigative Agency, LLC will be assisting the District with a security survey of the District's premises.

RECOMMENDATION:

Approve/Ratify 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.

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

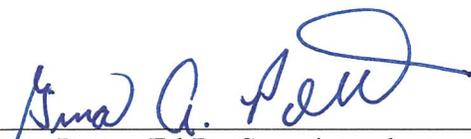
\$2,700.00 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: _____
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH WESTCOAST SECURITY & INVESTIGATIVE AGENCY

BACKGROUND INFORMATION:

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Approve the agreement with WestCoast Security & Investigative Agency, LLC to provide security survey at a cost up to \$2,700.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: _____

Financial Implications?

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

Requisition #

Yes No

Yes No

\$2,700.00 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 17th day of August, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Westcoast Security & Investigative Agency, LLC
Company/Consultant

(888) 961-7776
Telephone Number

3650 Clairemont Drive, Suite 8-B, San Diego, CA 92117
Address

www.wcprotection.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

Initial Term:

From: August 25, 2018 To: September 12, 2018

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.*
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.
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.

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 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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please 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.

CONSULTANT:	WESTCOAST SECURITY & INVESTIGATIVE AGENCY, LLC
Name:	Uriel Bejar
Title:	CA Licensed Private Detective
Address:	3650 Clairemont Drive, Suite 8-B
City/State/Zip Code:	San Diego, CA 92117
Telephone:	(888) 961-7776 / Fax (619) 615-2118
Email:	Hr@wcprotection.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

Westcoast Security & Investigative Agency, Llc
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 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 _____

WESTCOAST SECURITY & INVESTIGATIVE AGENCY, LLC

California Security & Investigations Business Licenses PPO No. 16689, PI No.26540
3650 Clairemont Drive, Suite 8-B
San Diego, CA 92117
Website: www.wcprotection.com
Toll-Free (888) 961-7776
Fax (619)615-2118
Electronic mail: Hr@wcprotection.com



TSCM Survey, Security Safety, Surveillance Proposal- San Ysidro School District

Facility Being Examined: 4350 Otay Mesa Road
San Ysidro, CA 92173

The following is a “Work Proposal”, submitted by WestCoast Security & Investigative Agency, LLC describing the provision of services and management of such services, as detailed in this work proposal.

On Site Services:

WestCoast Security & Investigative Agency, LLC proposes to provide trained Technical Counter-Measures Technicians for the San Ysidro School District, located at 4350 Otay Mesa, San Ysidro CA 92173. During the course of the survey a sweep will be conducted on multiple business buildings, which includes inspection of incoming/outgoing communication phone blocks. The following tests are going to be conducted: Audio eavesdropping devices- Multiple electronic processes including spectrum analyzer, thermal imaging camera and subcarrier equipment, utilized to check for the presence of any audio eavesdropping devices, wireless cameras, recording devices and RF generating components in the clients’ business offices.

Prepare for: Patricia Caro

Prepare by: Uriel Bejar, CA Licensed Private Detective

13B.8

Page 12 of 13

We recommend this survey to take place outside of normal operation hours when the facility is closed. The total cost for this survey will be \$2,700.00. We request a 72 hour notice in advance to prepare the team and equipment. A detailed report of this survey will be submitted on completion, including recommendations of how to prevent breaches of communications security. We have included several forms below for your administration to complete, should you wish to move forward.

Prepare for: Patricia Caro

13B.8

Prepare by: Uriel Bejar, CA Licensed Private Detective **Page 13 of 13**

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL *MC*
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR PARTICIPATION IN THE MIDDLE SCHOOL ATHLETIC LEAGUE DURING SCHOOL YEAR 2018-2019

BACKGROUND INFORMATION:

The Sweetwater Union High School District (SUHSD) annually forms and operates the Middle School Athletic League (MSAL) for students in seventh and eighth grade to participate in interscholastic sports. The San Ysidro School District would like to enter into an agreement with SUHSD for students to participate in the Middle School Athletic League. District students will have the opportunity to compete against SUHSD middle school students during the Fall, Winter and Spring seasons. All students will need to complete a clearance packet, as well as have medical insurance.

The District will employ current personnel (classified and/or certificated) to serve as coaches. This league is a worthwhile athletic program that provides an appropriate supervised system of competition for our middle school students. The cost implications include: team entry fee ranging from \$500.00-\$750.00 per team and coaches will receive a stipend for their participation.

RECOMMENDATION:

Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement – Action 2.9: 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.

<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <i>MC</i>
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
\$20,000.00 <small>(Amount)</small>	Supplemental & Concentration Fund <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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



Student Support Services

1130 Fifth Avenue, Chula Vista CA 91911
(619 585-6015 • (619)600-4904 FAX

MEMORANDUM OF UNDERSTANDING
Between
Sweetwater Union High School District
and
San Ysidro School District,
on behalf of San Ysidro Middle School and Vista Del Mar

**For Participation in Middle School Sports League
2018-2019**

This is a Memorandum of Understanding between the Sweetwater Union High School District (“SUHSD”) and the San Ysidro School District, on behalf of the following School Sites **San Ysidro Middle School and Vista Del Mar**, a [501(c)(3) or California Corporation.

This Understanding indicates the desire of both parties to enter into a voluntary agreement to permit San Ysidro Middle School and Vista Del Mar School students and who are grade level appropriate (grades 7 and 8) to participate in the SUHSD interscholastic Middle School Sports League (MSSL).

It is the understanding of both parties that the MSSL will offer boys’ and girls’ sports in three seasons; that it is important for scheduling and competition purposes to commit to participation; and that failure to participate after committing may result in financial and scheduling consequences to other league members.

It is the further understanding of both parties that failure to comply with the responsibilities and requirements of this Understanding may result in the exclusion from participation in the MSSL immediately and in the future.

The San Ysidro Middle School and Vista Del Mar School commits to:

1. Recruit students sufficient to ensure the minimum number of participants are present to compete in each sporting event. The sports offered in the MSSL are:
 - Fall season: co-ed flag football, girls’ softball, baseball, cheer, and co-ed cross country
 - Winter season: girls’ and boys’ basketball and girls’ and boys’ soccer
 - Spring season: girls’ volleyball, field hockey, and boys volleyball
2. Coordinate and monitor their teams including but not limited to:
 - a. Ensure all coaches serving in the capacity of a coach for San Ysidro Middle School and Vista Del Mar have been cleared through the DOJ/Life Scan process and have current CPR/First Aid certification;
 - b. Certify to SUHSD for completeness student clearance packets for every member of their team, including waivers and insurance information, in advance of participation;
 - c. Permit students to participate only on the teams of the school where they are enrolled;

13B.9

Page 2 of 4

- d. Provide direct supervision of team during practices and games.
 - e. Monitor its school's athletic program for compliance with all rules, state and federal legal compliance issues, with particular attention paid to Title IX requirements for equality between male and female athletic program. The purpose of the MSSL is to provide a competitive athletic experience to teach core values of sportsmanship and citizenship.
3. Abide by all of the current rules, regulations, and decisions of the MSSL or as interpreted and applied by its coordinators;
 4. Notify the District at least one month in advance whether each site will participate in the sports for the upcoming season.
 5. Pay a proportionate share for the actual costs of the sports in which their schools participate to operate the Middle School Sports League within 10 days following invoicing by the Sweetwater Union High School District. For the 2018-2019 season, the estimated total is approximately \$5,500 for a site that participates in all 12 sports. The costs include, but are not limited to, costs of officials (ranges from \$300 to \$600 per team per season); expenses for oversight and coordination of the league, including weekend games; field set-up and maintenance; additional costs caused by cancellations, rain outs, and other unanticipated costs due to acts beyond the control of the MSSL.
 6. Payment of any and all assessments shall be made promptly (within 10 days) upon receipt of invoice from SUHSD; failure to pay promptly may terminate San Ysidro Middle School and Vista Del Mar's participation in the MSSL immediately and/or impair the ability of San Ysidro Middle School and Vista Del Mar to participate in subsequent seasons and/or years;
 7. Workers' Compensation:
San Ysidro School District agrees to procure and maintain in full force and effect Workers' Compensation Insurance in accordance with limits established by law covering its employees and agents while these persons are participating in the activities hereunder agreed to.
 8. Insurance:
San Ysidro School District agrees to procure and maintain General Liability Insurance and Property Damage Insurance, comprehensive or commercial form with \$2,000,000 minimum limit for each occurrence and minimum limit of \$4,000,000 general aggregate commensurate with other non-profit organizations of similar type and size, to insure the District, its officers, agents, assigns, representatives and employees from all claims for personal injury, including accidental death, to any person as well as from all claims for property damage arising from operations under this agreement and for the term of this agreement. San Ysidro School District shall furnish the District with and shall maintain on file with the District during the term of the agreement valid and up-to-date, original certificates of insurance and endorsements effecting coverage as required by this agreement on forms satisfactory to the District.
 9. Indemnification. **San Ysidro School District** and **Sweetwater Union High School District** agree to protect, save, defend and hold harmless **each other**, its Governing Board and each member thereof, its officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way in connection with this agreement.

The only exception to protect, save, defend and hold harmless, is where a claim, liability, expense or damage occurs due to the sole negligence, willful misconduct or active negligence of the **San Ysidro School District** or **Sweetwater Union High School 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 San Ysidro School District.

The Sweetwater Union High School District commits to coordinate the MSSL as follows:

1. Scheduling games for San Ysidro School District's teams;
2. Provide access to District facilities to participate in the games for San Ysidro School District;
3. Provide officials for San Ysidro School District's games;
4. Prepare fields for all San Ysidro School District's games;
5. Provide timely invoice San Ysidro School District for all assessments.

San Ysidro School District

Sweetwater Union High School District

Marilyn Adrianzen
Chief Business Official

Date

Authorized Signature

Date

SYSD Board Approved:

SYSD Contact:

Omar Calleros, Coordinator
ASES & Full Services Community Schools
Omar.calleros@sysdschools.org
(619) 428-4476 ext. 3086

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: PURCHASE AGREEMENT WITH COMMON GOAL SYSTEMS, INC. FOR THE TEACHER EASE SOFTWARE PROGRAM

BACKGROUND INFORMATION:

Teacher Ease helps implement standards-based learning and differentiated instruction in the classroom. For many teachers and organizations, Standards-based education is a big change and requires great effort. Teacher Ease supports this process by providing world-class tools that make standards-based practices easier.

The Teacher Ease Online Program helps implement standards-based learning and differentiated instruction in the classroom by providing tools that make practices easier. This program supports traditional and standards-based grading, helps teachers save time, communicate with parents, and improve student performance. In addition, this program will serve as a parent communication portal.

Cost implications include access for teachers and administrators from our Middle Schools as follows:

<i>School</i>	<i>Teachers</i>	<i>Administrators</i>	<i>Total Cost</i>
San Ysidro Middle	34	3	\$2,738.00
Vista Del Mar Middle	20	2	\$1,554.00
		<i>Total:</i>	\$4,292.00

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE:

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input 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		
\$4,292.00 (Amount)	Supplemental and Concentration Fund (Name of funding source and/or location)				
				(Funding account number)	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



**COMMON GOAL
SYSTEMS INC**

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #3630

In accordance with the TeacherEase Terms of Service (version 7/2009), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School	
School Name:	San Ysidro Middle School
District:	San Ysidro School District
Address:	4345 Otay Mesa Rd
City, State, Zip:	San Ysidro CA 92173
Phone:	619-428-5551

Services				
Item #	Description	Paid Users	Yearly Unit Fee	Yearly Fee
1	TeacherEase Gradebook (Classic)	34	\$74.00	\$2,516.00
2	Administrators	3	\$74.00	\$222.00
			Total:	\$2,738.00

Period
Start Date: 7/1/2018
End Date: 6/30/2019

Payment Terms
Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the TeacherEase Terms of Service (version 7/2009).

Name: Connie Rodriguez
Title: Principal
Email: mrodriguez@systd.k12.ca.us
Signature:
Date:

Instructions	
1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x124 or email crose@common-goal.com



**COMMON GOAL
SYSTEMS INC**

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #3519

In accordance with the TeacherEase Terms of Service (version 7/2009), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School	
School Name:	Vista del Mar Middle
District:	San Ysidro School District
Address:	4885 Del Sol Blvd
City, State, Zip:	San Diego CA 92154
Phone:	619-661-0457

Services				
Item #	Description	Paid Users	Yearly Unit Fee	Yearly Fee
1	TeacherEase Gradebook (Classic)	20	\$74.00	\$1,480.00
2	Administrators	1	\$74.00	\$74.00
Total:				\$1,554.00

Period
Start Date: 7/1/2018
End Date: 6/30/2019

Payment Terms
Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the TeacherEase Terms of Service (version 7/2009).

Name: Nadia Aviles
Title: Administrator
Email: nadia.aviles@sysdschools.org
Signature:
Date:

Instructions	
1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x124 or email crose@common-goal.com



Terms of Service

This agreement is made and entered into by Common Goal Systems, Inc ("CGS"), an Illinois Corporation with its principal place of business at 188 Industrial Drive, Elmhurst, Illinois 60126, and the School for the Services, Period, and Payment Terms as defined in the TeacherEase Order Form. The TeacherEase Order Form and TeacherEase Terms of Service (version 5/2015), when accepted, constitutes the entire agreement ("Agreement") between the parties.

The School: When the School is referenced in this agreement, all terms referenced shall apply to any and all users from the School, which may include administrators, professionals, teachers, employees, and agents from the School. The School is responsible for its users' conformance to the agreement.

As Is: The School understands that the Services are provided "as is." CGS will make its best effort to maintain a properly functioning system and will respond to any malfunction as expeditiously as possible under the circumstances in existence when the non-conformance occurs. CGS makes no guarantee that the users and/or subscribers will not experience downtime, malfunction or problems due to network issues, software bugs, system failures, and/or unforeseen circumstance outside the control of CGS.

Third Party Fees: The Services need to be accessed via the Internet, the School is responsible for maintaining the infrastructure required to access the Services, at its own expense.

Payment: The Total Yearly Fee is due in full as specified by the Payment Terms. When applicable, CGS will handle payments through its partner, WePay, as a third party, in which all parties are subject to its [Privacy Policy \(https://go.wepay.com/privacy-policy-us\)](https://go.wepay.com/privacy-policy-us) and [Terms of Service \(https://go.wepay.com/terms-of-service-us\)](https://go.wepay.com/terms-of-service-us). In the event the School fails so to pay, CGS reserves the right to cancel immediately this Agreement in its entirety, suspend the Services, and seek full remedies for the School's default.

Privacy: The Services store data of a confidential nature. CGS will not knowingly disclose or disseminate any confidential information to third parties without prior consent of the School. CGS may inspect certain confidential information for the purpose of system maintenance and to verify correct system operation.

Collection of Data From Children under age 13: The Child Online Privacy Protection Act (COPPA) requires parental consent for online collection of personal information from children under 13. The School acting as an agent of parents grants consent to CGS to collect children's personal information for educational purposes only. CGS is not allowed to use or disclose personal information for non-educational purposes.

Security: The Services have been designed to withstand breaches in the system from unknown entities. CGS will maintain the technical security of the Services to prevent unauthorized viewing of data; unauthorized modification of data; and denial of service to the user base.

Password Protection: Each user of the School will receive an account and password to access the Services. The School is responsible for maintaining the confidentiality of the account and password information. The School is fully responsible for all activities that occur under its password or account and by its users. The School understands and accepts that CGS cannot be held liable for any loss or damage arising from the School's failure to comply with this paragraph.

Data Integrity: The Services are regularly backed up. In the unlikely event that the Services should experience system failure, CGS will make its best efforts to return the system to its exact state as it existed prior to the failure. In the event this is not possible, the most recent backup will be restored. The School understands that such loss of data can occur.

System Availability: The Services have been designed to provide a highly available environment. However, the Services may become temporarily unavailable due to upgrades, system maintenance or unforeseen technical issues. In these instances, CGS will make its best effort to return the system to its functioning state as soon as feasible. The School understands and accepts that said temporary system unavailability may occur throughout the duration of this Agreement.

Responsibility for Content: The Services function as a communication device between the School and surrounding communities. The content of these communications are the sole responsibilities of the users from which this content originated. CGS does not control the content posted and, as such, does not guarantee the accuracy, integrity or quality of such content. CGS will not be liable in any way for content.

No subscriber, customer or user may upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way content, software or other material that is protected by copyright or other proprietary right, without obtaining any required permission of the owner. Any material shared by the Service must conform with the [Content Sharing Agreement \(version 10/2013\) \(../common/ContentSharingAgreement.aspx\)](#).

Member Conduct: Users shall not explore the Services and attempt to find security weaknesses. Any attempt to "hack" into the Services will result in suspension of the user's privileges and notification of the School.

Modifications to the Services: In an effort to improve quality, reliability, performance and features, CGS shall make changes to the Services throughout the duration of this Agreement. CGS reserves the right to modify the Services without notice. CGS shall not be liable for any modification, suspension or discontinuance of the Services or any part of the Services. CGS will make the final decision as to any/all changes made to the Services.

Indemnity: The School agrees to indemnify and hold CGS and its officers, agents, employees, and other partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of its use of the Services and any of the subject matter set forth in this Agreement.

Extension of Agreement: On or before the end of the Period, CGS may invoice the School for an additional calendar year of the Services. The fees may be the same or may increase up to 10% annually to reflect the current pricing of the Services. If the School chooses to pay the invoice, the School will receive the Services for an additional calendar year under the existing terms of the Agreement.

Disclaimer of Warranties: The School expressly understands and agrees that the use of the Services is at its sole risk. The Services are provided on an "as is" basis. CGS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, or fitness for a particular purpose and non-infringement. CGS makes no warranty that: 1) the Services will meet your requirements; 2) the Services will be uninterrupted, timely, secure or error-free; 3) the information obtained from the Services will be accurate or reliable; and 4) any errors in the Services will be corrected. No advice or information, whether oral or written, obtained by the School from CGS or through or from the Services shall create any warranty not expressly stated in this Agreement.

Limitation of Liability: The School expressly understands and agrees that it will not hold CGS liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from: 1) the use or the inability to use the Services; 2) the cost of procurement of substitute services; 3) unauthorized access to or alteration of the School's data; and/or 4) any other matter relating to the Services. Without waiving the foregoing limitation of liability, in the event the School should pursue any cause of action under this Agreement involving CGS, at CGS's discretion it may terminate the Agreement by refunding the subscription fee paid for the current year.

General Information: The terms of this Agreement constitute the entire agreement between the School and CGS and govern the School's use of the Services, superseding prior agreements between the parties. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. The School and CGS agree to submit to the personal and exclusive jurisdiction of the state court located within the County of DuPage, Illinois or if the claim is federal in nature, to the Northern District of Illinois. The failure of CGS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The School agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Attorney Review: The parties understand and agree that they have had the opportunity to review this Agreement with an attorney and have read and fully understand the content and the terms set forth in this Agreement.

Copyright © 2001-2018 Common Goal Systems Inc. All Rights Reserved. [Privacy Policy \(/privacy.aspx\)](#) | [Terms of Service \(/terms.aspx\)](#)

Share:  (<https://www.facebook.com/sharer/sharer>)  (<https://twitter.com/share>)
 (<https://plus.google.com/share>)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ACHIEVE3000 FOR DIFFERENTIATED LITERACY

BACKGROUND INFORMATION:

San Ysidro School District needs to renew the Differentiated Literacy Solution package through Achieve3000 at La Mirada, Smythe and Willow Schools.

This package contains a combination of:

- Achieve3000 Implementation Resources for students and teachers
- Full Technical and data support
- Six Professional Learning Services (PLS)

The PLS offerings include implementation planning, on-site professional development, live online workshops, principal awareness sessions and access to 24/7 self-paced, on-demand resources.

RECOMMENDATION:

Approve 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.

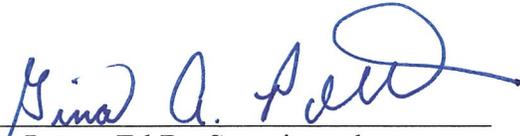
LCAP GOAL AND ACTION/SERVICE:

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

<input checked="" 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									
\$40,208.75 <small>(Amount)</small>		Supplemental & Concentration 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

**Quote ID:** 117286**Quote Date:** 08/28/18**Contract Period:** 08/28/18 - 06/30/19**Valid Until:** 09/30/18**Client Information**

Account Name: San Ysidro School District	
Address	Client
4350 Otay Mesa Rd San Ysidro, CA 92173-1685 Phone: 619-428-4476	Manuela Colom Email: mcolom@sysd.k12.ca.us Phone: (619) 428-4476 ext 3027

Participating Schools	License Package(s)
La Mirada Elementary	LIT-PRO-S
Smythe Elementary School	LIT-PRO-A
Willow Elementary	LIT-PRO-B

Product	Cost	Qty	Total
Achieve3000®'s Pro Differentiated Literacy Solution: up to 750 students, 6 PLS day included (2018-LIT-PRO-S)	\$41,050.00	1	\$41,050.00
Achieve3000 Implementation Resources for teachers and students.			\$600.00
Full technical and data support			\$675.00
Subtotal:			\$42,325.00
Discount			(\$2,116.25)
ORDER TOTAL:			\$40,208.75

See Next Page for Quote Acceptance



Acceptance for Quote ID #117286: \$40,208.75

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

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

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

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

Email: jennifer.ross@achieve3000.com
Phone: 732-523-5660

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

About Achieve3000®

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

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

Discover all of Achieve3000's research-based solutions by visiting www.achieve3000.com.





Terms of Use

Version Effective Date: May 25, 2018

Welcome to the Achieve3000® Website and the Achieve3000 Learning System, the Internet-based learning system that integrates technology into the classroom curriculum!

The Achieve3000 Learning System is provided to you by Achieve3000, Inc. (“**Achieve3000**”, “**we**” or “**us**”), through our websites (collectively, the “**Website**,” or the “**Site**”). To assist you in using our Website and associated Achieve3000 Learning System, and to ensure a clear understanding of the relationship arising from your use of our Site, we have created (i) these Terms and Conditions of Use (the “**Terms**”) and (ii) a Privacy Policy. Our Privacy Policy (which you may access using the following link, <http://www.achieve3000.com/privacy-policy>, or at the applicable link at our Website) explains how we treat information you provide to us through the Site and our Learning System, and our Terms govern your use of our Site and Learning System. Our Terms and Privacy Policy apply to casual visitors to our Site (“**Site Visitors**”), as well as to users who are authorized to access the password-protected areas of the Site (“**Authorized Users**”).

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR SITE.

1. Your Agreement

These Terms govern, as applicable, (i) your use of the Website, (ii) your receipt of and participation in Achieve3000 Learning System services through the Website (the “**Services**”), and (iii) your use of content obtained through the Site or via the Services (the “**Content**”). Please read these Terms carefully; they impose legal obligations on you and on Achieve3000, and establish our legal relationship. By using the Services or Content or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

2. Relationship with Your School

Achieve3000 enters into relationships with schools and school districts, whereby Achieve3000 agrees to provide students and others in or associated with such schools or school districts with access to its Services and Content (a “**School District Agreement**”). If your school or school district has entered into this type of agreement with Achieve3000 (a “**Participating School District**”), then you are eligible to receive the benefits of these Services and Content.

3. Obtaining a Password; Use of Your Password

If you are an Authorized User, we will provide you with a user id and a password. You are eligible for a user id and password if you are within a Participating School District, and you are either (i) a student, (ii) a teacher, or (iii) an administrator identified to us by the Participating School District or you are the parent of an identified student. You will use your user id and password to access the password-protected areas of our Website to obtain Services and Content.

Please keep in mind that we will treat anyone who uses your user id and password as “you.” We will provide this user with all of the rights and privileges that we provide to you. Therefore, we recommend that you maintain your user id and password in confidence, and that you refrain from disclosing this information to anyone who might “pretend” to be you with respect to the Services and your use of our Website. We also recommend that you notify us immediately if you suspect that someone is using your user id and password in this manner.

4. Grant of Rights to Website Visitors

As a general Website visitor, you are granted the right to access all areas of the Website other than the password-protected areas (“**Permitted Visitor Areas**”). You may access and view Permitted Visitor Areas for your personal and non-commercial use for educational purposes only, and you may not modify, copy, distribute, or otherwise use Content or Services available on these Permitted Visitor Areas.

5. Grant of Rights to Authorized Users

In this Section, Achieve3000 gives to Authorized Users – meaning Participating School District students, parents of students, teachers, and administrators (for purposes of this section only, “**You**” and “**Your**”) – access to the Services and Content procured associated with the applicable Participating School District and School District Agreement. In this section we also impose restrictions on Your use of our Content outside the Services. Similar to a “library” that keeps track of books it has lent, and limits circulation to users with library cards, we prohibit circulation of our Content and Services to users who do not have passwords, as further detailed below.

5.1 Rights to Access and Use for Educational Purposes

Subject to Your compliance with these Terms, Achieve3000 hereby grants You the right to access and use the Website and the Services and Content we offer to Your school through the Website. These rights are strictly limited to Your personal, educational, and non-commercial use of the Website, Services, and Content in connection with Your schoolwork, if You are a student, or the assignment of schoolwork or monitoring of an associated student’s progress, if You are a parent, teacher, or administrator.

5.2 Right to Print Content for Classroom Use

Subject to Your compliance with these Terms, Achieve3000 hereby grants You the right to make copies of the Content, so long as you comply with the following requirements: (i) You make and use the copies solely for educational purposes with other Authorized Users, (ii) You use the copies within a classroom or other educational setting where only Authorized Users are present (with the exception of incidental persons who may be present in de minimis numbers); (iii) the number of copies You make is reasonable in light of such purposes; and (iv) You retain and in no way obscure or modify any and all Content-related copyright or other proprietary notices on the copies.

5.3 Duration of Rights

You will continue to enjoy your rights under Section 5.1 (Rights to Access and Use for Educational Purposes) and Section 5.2 (Right to Print Content for Classroom Use) for the duration of the applicable School District Agreement, unless Your password is revoked or suspended for misconduct, as set out in Section 10 (Revocation or Suspension of Use Privileges).

6. Achieve3000 Ownership; Reservation of Rights

The information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property on the Website, or embodied in the Services or the Content, are the proprietary property of Achieve3000 and its licensors and are protected by U.S. and international copyright and other intellectual property laws. Achieve3000 retains all rights with respect to the Website, the Services, and the Content except those expressly granted to you in these Terms. You

agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material on the Website except as expressly allowed in Section 5.2 (Right to Print Content for Classroom Use), or unless specifically authorized in writing by Achieve3000.

7. Links to Third-Party Sites

The Website may contain links or produce search results that reference links to third party websites (collectively “**Linked Sites**”). Achieve3000 has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. Achieve3000 does not endorse the content of any Linked Site, nor does Achieve3000 warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

Although we take no responsibility for Linked Sites, if you experience a problem with a Linked Site, please let us know at office@achieve3000.com, and we will investigate the link and take appropriate action.

8. Code of Conduct

Our Website provides chat rooms, bulletin boards, email services, and other services that allow you to interact with other Authorized Users (“**Interactive Services**”). As a condition to your use of the Website, the Services, and the Content, including the Interactive Services, you agree to follow our Code of Conduct, set out below. Under this Code of Conduct, you will not:

- Use the Website in a manner that could disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site, such as through sending “spam” email.
- Seek to obtain access to any materials or information we have not intentionally made available to you through the Website, whether through “hacking” or through other means.
- Submit material that is intentionally false, defamatory, threatening, or harassing. For example, you will not display or distribute messages that harass an individual or group because of their sex, race, religious beliefs, national origin, physical attributes, or sexual preference.
- Infringe our or any third party’s copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Note that electronic materials – such as music, videos, games, images, and text in electronic form — can easily be copied, modified and sent over networks (such as the Internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. You may not transmit such materials over the Website without the copyright owner’s permission or without a legitimate “fair use” justification for the transmittal.
- Collect or attempt to collect electronic copies of Content through screen shots, screen scraping, or other manual or automated techniques.
- Disseminate materials that invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private, or sensitive information about another person, without that person’s consent.
- Distribute outside the group of Authorized Users within your class and school information these users have submitted for use on the Website.
- Transmit or display obscene materials, particularly those that contain child pornography or other pornographic images or content.
- Frame, or assist third parties in framing, any of the Web pages contained in the Website. Such *framing* is strictly prohibited under these Terms.
- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming or routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

- Create direct or indirect links to other websites or to this Website from other websites if you lack express written permission or the authority to do so.
- Seek to use for financial gain the Website, related computer facilities, or information available on the Website.
- Use the Website for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website, Services, or Content to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

We will enforce the above Code of Conduct as we deem necessary. Please understand, however, that Achieve3000 does not control – and does not necessarily endorse — the content, messages, or information found in any Interactive Service. When you participate in the Interactive Services, you do so at your own risk, and we expressly disclaim responsibility for the content, messages, or information found in any Interactive Service.

9. Monitoring of Interactive Services; Removing Postings

We expect each user of our Website to act responsibly and to respect the rights of others. We seek to protect the integrity and security of our computing systems and to protect our community of users from claims of intellectual property infringement and other claims or threats, such as those detailed in our Code of Conduct. Toward these ends, we reserve the right in our discretion to (i) monitor your use of the Website and email and other messages transmitted through the Website, (ii) restrict or foreclose access to certain Internet sites or other resources via the Website, and (iii) take other actions we deem necessary to protect our community of users and our resources. Due to this monitoring, you cannot expect that communications through our Website will remain “private” or otherwise free from our review.

Although we have no – and assume no — obligation to monitor activities on our Website, please understand that we employ filters designed to detect and block the transmission of messages that contain sexually explicit or otherwise inappropriate language. We notify teachers when we detect the use of such language. We reserve the right to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct.

10. Revocation or Suspension of Use Privileges

We reserve the right at any time to terminate or suspend your access to some or all of the Interactive Services or the Website if you engage in an activity that we conclude, in our discretion, breaches our Code of Conduct.

Users should also understand that our Code of Conduct is based in many instances on principles of state and federal law. Users who violate our Code of Conduct accordingly may be exposed under these state and federal laws to criminal charges or civil liability to harmed parties for compensatory damages and attorney’s fees. Achieve3000 reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

11. Privacy and Your Disclosure of Information through Interactive Services

We value your privacy and the privacy of all our users. Please review our Privacy Policy for information on how we collect, use, and protect your personally identifiable information. These protections, however, do not apply to information you choose to disclose to other Authorized Users through our Interactive Services. Although Authorized Users are bound, under our Code of Conduct, to refrain from disseminating information from our Website and its Interactive Areas to anyone other than their classmates participating in the Service (and their parents, teachers, and administrators), we

cannot assure you that this will be the case. Therefore, if you are under age thirteen (13), you may not post any personally identifying information about yourself on the Website without the express permission of your parent or guardian. And if you are thirteen (13) or over, you should disclose personally identifiable information advisedly.

12. Submitted Content

If you post content to our Website, by electronic mail or otherwise, we will treat the content as non-confidential and nonproprietary to you. By posting content on the Website, you authorize us to use and allow others to use, distribute, modify, and copy the content, without compensation to you and for so long as we deem warranted (collectively, "**Use Rights**"). Moreover, in posting this content to our Website, you warrant that you have sufficient authority and right to post the information and provide these Use Rights.

13. Warranty Disclaimer

Achieve3000 does not promise that the Website will be error-free or uninterrupted, or that the Website will provide specific results from your use of any content, search, or link on it. The Website, and all Services and Content within them are delivered on an "AS IS" and "AS AVAILABLE" basis. Achieve3000 does not warrant or represent that files you download from the Achieve3000 sites will be free of viruses or other harmful features. ACHIEVE3000 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE AND RELATED SERVICES OR LINKED WEBSITES IS AT YOUR SOLE RISK.

14. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL ACHIEVE3000 BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE WEBSITE, THE SERVICES, OR THE CONTENT. IN NO EVENT SHALL ACHIEVE3000'S AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THE WEBSITE, THE SERVICES, OR THE CONTENT EXCEED THE GREATER OF: (I) \$250.00 OR (II) THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO ACHIEVE3000 FOR ACCESSING THE WEBSITE DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

15. Indemnity

You agree to defend, indemnify, and hold harmless Achieve3000 and its subsidiaries, affiliates, officers, directors, agents, and employees for and from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

16. Contact for Alleged Copyright Infringement

Achieve3000 respects the intellectual property rights of others and requires that its users do the same. If you believe that Content on the Achieve3000 Website or other activity taking place on the Website constitutes infringement of a work protected by copyright (a "**Work**"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "**DMCA**") to respond to such concerns, as follows:

Achieve3000
1985 Cedar Bridge Avenue
Lakewood, NJ 08701
Email: office@achieve3000.com

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

17. Access to the Achieve3000 Site

You are solely responsible for the costs of obtaining access to the Website. That access may involve third-party fees (such as Internet service provider or airtime charges), as well as necessary equipment.

18. Additional Terms for Certain Services or Sites

We may offer certain Achieve3000 websites or services that are subject to additional or different terms and conditions. We will notify you if the site or service you are accessing is subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in such sites or services, if you do not agree with the differing terms and conditions.

19. Modifications to these Terms

We may modify these Terms from time to time to comply with applicable laws or changes to our operations. Modifications to these Terms shall take effect proactively once you access the Website after modification of the Terms. Please feel free to print out a copy of these Terms for your records.

20. Assignment

These Terms shall not be assignable by you, either in whole or in part. Achieve3000 reserves the right to assign its rights and obligations under these Terms.

21. General

Our Website, Services, and Content and information that you provide to us via our Website are provided and maintained on computing infrastructure located in the United States. If you use our Website from a Member State of the European Union or another region of the world with laws governing data collection and use that differ from those of the United States, then you acknowledge and agree that you are transferring information outside of those regions to the United States and that, by providing information on or to the Website, you consent to that transfer.

These Terms shall be governed in all respects by the laws of the State of New Jersey without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of New Jersey, in the judicial district that includes Lakewood, New Jersey. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts.

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Achieve3000's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Achieve3000 and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

22. Survival

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

Section 6 (Achieve3000 Ownership; Reservation of Rights)

Section 11 (Privacy and Your Disclosure of Information through Interactive Services)

Section 12 (Submitted Content) (with respect to Use Rights)

Section 13 (Warranty Disclaimer)

Section 14 (Limitation of Liability)

Section 15 (Indemnity)

Section 20 (Assignment)

Section 21 (General)

Section 22 (Survival)

23. Contact Us

You may contact us for any reason at the following addresses:

Attention: Achieve3000

1985 Cedar Bridge Avenue

Lakewood, NJ 08701

Phone: 1-888-968-6822

Email: office@achieve3000.com

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: *MP*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM - 6TH GRADE CAMP

BACKGROUND INFORMATION:

Each year the Governing Board approves the participation of the District's sixth grade students to attend a sixth grade camp. Some of our students have not had the opportunity to go camping; this would allow our sixth graders to enjoy the experience of participating in fun-filled educational activities that will teach them social skills away from their home environment.

Elementary Schools have selected Camp Cuyamaca, a San Diego County Office of Education sponsored camp for their sixth grade camp for school year 2018-19, 2019-20 and 2020-21. In entering a 3-year agreement, the District would receive a significant discount on the student fees/rates. In addition to the student fee, there is a per teacher daily rate of \$11.00 and daily per student insurance fee of \$0.28. The cost implications for the sixth grade camp will be paid with pupil fees and school fundraisers plus bus transportation fees from the supplemental and concentration funds.

School	Week of:	# Students	# of Years	Year 2018-19	Rate	Estimated Cost
La Mirada	09/10/18	70	3	1 of 3	\$235.29	\$16,470.30*
Ocean View	12/03/18	80	3	1 of 3	\$247.36	\$19,788.80*
Smythe	12/03/18	80	3	1 of 3	\$240.92	\$19,273.60*
Sunset	04/22/19	80	2	2 of 2	\$240.84	\$19,267.20*
Willow	05/28/19	70	3	2 of 3	\$202.74	\$14,191.80*
Total:						\$88,991.70*

* The above estimates do not include the insurance, teacher or transportation fees. Some additional discounts may apply.

RECOMMENDATION:

Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal
 New
 Amendment
 Ratify
 Other
 Business Services Reviewed: *MP*

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

Yes No
 Yes No

ESTIMATED \$88,991.70 (Amount)	Student Fees, School Fundraisers and Supplemental & Concentration Fund (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

**AGREEMENT FOR PARTICIPATION AND SERVICES 2018-2019
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 14th day of September, 2018, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and San Ysidro School District hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "per pupil fee" " less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.
 - (b) Attendance for any portion of a day shall be counted a full day in camp.
 - (c) **No refund of fees shall be made for students sent home for disciplinary reasons.**
- (4) Payments to OFFICE for all fees under this agreement shall be made as follows:
 - (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

- (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third party collection agencies.
- (5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.
- (6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (8) Comply with the outdoor school schedule.
- (9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

- (10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**
- (11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**
- (12) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2018** and will continue through **June 30, 2021**, based on the option chosen below. Year 1 of 3

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a \$10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2018-2019** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	\$325.00
4-day Program***	Per Student	\$275.00

** Discounts 5-day Program

Equity Credit: \$90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

Introductory Credit: \$10 credit per full fee student.

Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$315 per student. Other discounts may be combined.

October thru December Rates: \$320 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: \$78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

Introductory Credit: \$8 credit per full fee student

Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$265 per student. Other discounts may be combined.

October thru December Rates: \$270 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

- B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
- A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE. Estimated amount is \$ 6876.10
 - A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. In the

event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

** Special pricing for first year only of a three-year contract, \$150 per student if attending the week of 9/10/2018

School	Scheduled	Guaranteed	Days	Week of
La Mirada	70	60	5	9/10/2018

Executed by the parties on the dates shown below their respective signatures.

San Ysidro School District
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Executive Director, Outdoor Education
Title

May 15, 2018
Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate

Enter highlighted cells only

			70
Fee/Credit	Detail		Students
Base Fee	\$275 / student		19,250.00
Equity Credit	Percent x students x -\$78	85%	-4657.38
Three Year Contract Discount	Full fee students x -\$8	Y	-82.32
New to Camp Discount	Full Fee students x \$8	Y	-82.32
September Discount	Less \$10 on every student	Y	-700.00
October to December Discount	Less \$5 on every student	N	0.00
	Total		13,727.98
		Per Student	\$196.11

5 -Day Camp Estimate

			70
Fee/Credit	Detail		Students
Base Fee	\$325 / student		22,750.00
Equity Credit	Percent SES x students x -\$90	85%	-5373.90
Three Year Contract Discount	Full fee students x -\$10	Y	-102.90
New to Camp Discount	Full Fee students x -\$10	Y	-102.90
September Discount	Less \$10 on every student	Y	-700.00
October to December Discount	Less \$5 on every student	N	0.00
	Total		16,470.30
		Per Student	\$235.29

**AGREEMENT FOR PARTICIPATION AND SERVICES 2018-2019
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 14th day of September, 2018, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and San Ysidro School District hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "per pupil fee" " less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.
 - (b) Attendance for any portion of a day shall be counted a full day in camp.
 - (c) **No refund of fees shall be made for students sent home for disciplinary reasons.**
- (4) Payments to OFFICE for all fees under this agreement shall be made as follows:
 - (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

- (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third party collection agencies.
- (5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.
- (6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (8) Comply with the outdoor school schedule.
- (9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

- (10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**
- (11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**
- (12) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2018** and will continue through **June 30, 2021**, based on the option chosen below. Year 1 of 3

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a \$10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2018-2019** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	\$325.00
4-day Program***	Per Student	\$275.00

** Discounts 5-day Program

Equity Credit: \$90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

Introductory Credit: \$10 credit per full fee student.

Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$315 per student. Other discounts may be combined.

October thru December Rates: \$320 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: \$78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

Introductory Credit: \$8 credit per full fee student

Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.

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September Rates: \$265 per student. Other discounts may be combined.

October thru December Rates: \$270 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:

a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE. Estimated amount is \$ 796.80

b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. In the

event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Ocean View Hills Elementary	80	68	5	12/3/2018

Executed by the parties on the dates shown below their respective signatures.

 San Ysidro School District
 School/District

By _____

Title _____

Date _____

County Superintendent of Schools
 San Diego County Office of Education



 Authorized Signature

Executive Director, Outdoor Education
 Title

September 4, 2018
 Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate

Enter highlighted cells only

Fee/Credit			80
Detail			Students
Base Fee	\$275 / student		22,000.00
Equity Credit	Percent x students x -\$78	75.20%	-4692.48
Three Year Contract Discount	Full fee students x -\$8	Y	-158.72
New to Camp Discount	Full Fee students x \$8	Y	-158.72
September Discount	Less \$10 on every student	N	0.00
October to December Discount	Less \$5 on every student	Y	-400.00
Total			16,590.08
Per Student			\$207.38

5 -Day Camp Estimate

Fee/Credit			80
Detail			Students
Base Fee	\$325 / student		26,000.00
Equity Credit	Percent SES x students x -\$90	75.20%	-5414.40
Three Year Contract Discount	Full fee students x -\$10	Y	-198.40
New to Camp Discount	Full Fee students x -\$10	Y	-198.40
September Discount	Less \$10 on every student	N	0.00
October to December Discount	Less \$5 on every student	Y	-400.00
Total			19,788.80
Per Student			\$247.36

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September Rates: \$315 per student. Other discounts may be combined.

October thru December Rates: \$320 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

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- B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
- A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE. Estimated amount is \$ 649.60.
 - A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. In the

event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Smythe	80	68	5	12/3/2018

Executed by the parties on the dates shown below their respective signatures.

San Ysidro School District
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Executive Director, Outdoor Education
Title

September 4, 2018
Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

Smythe

School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate

Enter highlighted cells only

			70
Fee/Credit	Detail		Students
Base Fee	\$275 / student		19,250.00
Equity Credit	Percent x students x -\$78	84%	-4608.24
Three Year Contract Discount	Full fee students x -\$8	Y	-87.36
New to Camp Discount	Full Fee students x \$8	Y	-87.36
September Discount	Less \$10 on every student	N	0.00
October to December Discount	Less \$5 on every student	Y	-350.00
	Total		14,117.04
		Per Student	\$201.67

5 -Day Camp Estimate

			70
Fee/Credit	Detail		Students
Base Fee	\$325 / student		22,750.00
Equity Credit	Percent SES x students x -\$90	84%	-5317.20
Three Year Contract Discount	Full fee students x -\$10	Y	-109.20
New to Camp Discount	Full Fee students x -\$10	Y	-109.20
September Discount	Less \$10 on every student	N	0.00
October to December Discount	Less \$5 on every student	Y	-350.00
	Total		16,864.40
		Per Student	\$240.92

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October thru December Rates: \$270 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:

a. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For 2018-19

contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Sunset Elementary	80	68	5	4/22/2019

Executed by the parties on the dates shown below their respective signatures.

San Ysidro School District
 School/District
 By _____
 Title _____
 Date _____

County Superintendent of Schools
 San Diego County Office of Education



 Authorized Signature
Executive Director, Outdoor Education
 Title

May 15, 2018
 Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

Sunset Elementary

School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate

Enter highlighted cells only

			80
Fee/Credit	Detail		Students
Base Fee	\$275 / student		22,000.00
Equity Credit	Percent x students x -\$78	93%	-5784.48
Three Year Contract Discount	Full fee students x -\$8	Y	-46.72
New to Camp Discount	Full Fee students x \$8	N	0.00
September Discount	Less \$10 on every student	N	0.00
October to December Discount	Less \$5 on every student	N	0.00
	Total		16,168.80
		Per Student	\$202.11

5 -Day Camp Estimate

			80
Fee/Credit	Detail		Students
Base Fee	\$325 / student		26,000.00
Equity Credit	Percent SES x students x -\$90	93%	-6674.40
Three Year Contract Discount	Full fee students x -\$10	Y	-58.40
New to Camp Discount	Full Fee students x -\$10	N	0.00
September Discount	Less \$10 on every student	N	0.00
October to December Discount	Less \$5 on every student	N	0.00
	Total		19,267.20
		Per Student	\$240.84

**AGREEMENT FOR PARTICIPATION AND SERVICES 2018-2019
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 14th day of September, 2018, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and San Ysidro School District hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "per pupil fee" " less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.
 - (b) Attendance for any portion of a day shall be counted a full day in camp.
 - (c) **No refund of fees shall be made for students sent home for disciplinary reasons.**
- (4) Payments to OFFICE for all fees under this agreement shall be made as follows:
 - (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

- (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third party collection agencies.
- (5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.
- (6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (8) Comply with the outdoor school schedule.
- (9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

- (10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**
- (11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**
- (12) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2017** and will continue through **June 30, 2020**, based on the option chosen below. Year 2 of 3

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a \$10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2018-2019** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the “per pupil fee” when applicable:

5-day Program**	Per Student	\$325.00
4-day Program***	Per Student	\$275.00

** Discounts 5-day Program

Equity Credit: \$90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

Introductory Credit: \$10 credit per full fee student.

Three Year “Discount” Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.

Two Year “Fee Lock” Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$315 per student. Other discounts may be combined.

October thru December Rates: \$320 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: \$78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

Introductory Credit: \$8 credit per full fee student

Three Year “Discount” Contract: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.

Two Year “Fee Lock” Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$265 per student. Other discounts may be combined.

October thru December Rates: \$270 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:

a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE. Estimated amount is \$ 45.92

b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the “per pupil fee” to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract in the

event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Willow Elementary	70	60	4	5/28/2019

Executed by the parties on the dates shown below their respective signatures.

San Ysidro School District
 School/District
 By _____
 Title _____
 Date _____

County Superintendent of Schools
 San Diego County Office of Education



 Authorized Signature
Executive Director, Outdoor Education
 Title
May 15, 2018
 Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

Willow Elementary

School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

4 -Day Camp Estimate

Enter highlighted cells only

			70
Fee/Credit	Detail		Students
Base Fee	\$275 / student		19,250.00
Equity Credit	Percent x students x -\$78	92%	-5012.28
Three Year Contract Discount	Full fee students x -\$8	Y	-45.92
New to Camp Discount	Full Fee students x \$8	N	0.00
September Discount	Less \$10 on every student	N	0.00
October to December Discount	Less \$5 on every student	N	0.00
	Total		14,191.80
		Per Student	\$202.74

5 -Day Camp Estimate

			70
Fee/Credit	Detail		Students
Base Fee	\$325 / student		22,750.00
Equity Credit	Percent SES x students x -\$90	92%	-5783.40
Three Year Contract Discount	Full fee students x -\$10	Y	-57.40
New to Camp Discount	Full Fee students x -\$10	N	0.00
September Discount	Less \$10 on every student	N	0.00
October to December Discount	Less \$5 on every student	N	0.00
	Total		16,909.20
		Per Student	\$241.56

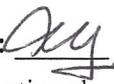
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM: Educational Services,
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH DOCUMENT TRACKING SERVICES

BACKGROUND INFORMATION:

Document Tracking Services (DTS) provides small businesses; public/private school systems and the real estate industry an easy-to-use, web-based application that allows these different entities to create, edit and track critical documents. The idea behind our effective web-based application is to streamline and provide a consistent way organizations and companies create documents while providing significant cost savings as well as re-directing staff resources. Our web-based application completely eliminates faxing documents; provides more flexibility to staff work schedules (clients can access from anywhere) and provides 100% accountability in tracking their documents and/or reports. This agreement is effective November 15, 2018 for a one (1) year term.

The maximum number of documents per school districts is five (5). Our District is using this service for:

1. 2018 Single Plan for Student Achievement (CDE template)
2. 2018 Comprehensive Safety Plan (CDE template)
3. Other templates as needed

RECOMMENDATION:

Approve 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.

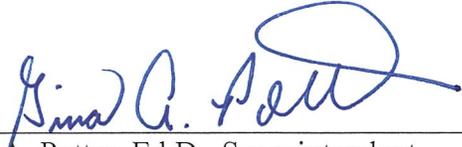
LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement

<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		
\$2,500.00 (Amount)	General Fund (Name of funding source and/or location)			-- (Funding account number)	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



LICENSING AGREEMENT

This Agreement effective **November 15, 2018**, is made and entered into by **San Ysidro Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,500**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: August 29, 2018

Licensee

By: _____

Date: _____

San Ysidro Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2018 Single Plan for Student Achievement (CDE Template)
2. Others to be identified as needed.



August 29, 2018

San Ysidro Elementary School District
1350 Otay Mesa Road
San Ysidro, CA 92173

Re: Document Tracking Services

INVOICE #9217305

Pursuant to the licensing agreement between San Ysidro Elementary School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [11/15/18 to 11/15/19]: \$2,500
9 schools and District Personnel = 10 sites
License Agreement includes up to 5 documents

Total Balance Due: \$2,500

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

Document Tracking Services and San Ysidro School District
2018-19 Licensing Agreement

ADDENDUM

Both Document Tracking Services and the San Ysidro School District (Parties) agree to the following:

• **INDEMNIFICATION:**

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

• **INSURANCE:**

Document Tracking Services shall maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance naming the San Ysidro School District as additional insured and with the proper endorsements.

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

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

DOCUMENT TRACKING SERVICES

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Special Education
Oscar Madera, Director

INITIAL: *MP*
 Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC AGENCIES FOR 2018-2019 SCHOOL YEAR (AMENDMENTS)

BACKGROUND INFORMATION:

The District has identified more than 650 students with special needs such as: ▫ language-processing disorders, ▫ require doctor-approved specialized medical treatments, ▫ individualized physical education services, ▫ behavior that interferes with their learning or the learning of others, and ▫ per the student's Individualized Education Program (IEP) require specialized services. Other specialized services include ▫ Healthcare, ▫ Speech & Language Pathologist (SLP), ▫ Adaptive Physical Education (APE), and ▫ Psychological services. These services are necessary to be in compliance with State and Federal Regulations.

On June 14, 2018, the Governing Board approved the San Diego County Master Contracts with the Nonpublic Agencies (NPA) listed below for fiscal year 2018-19 including Extended School Year (ESY)*. SELPA approved the service rates for 2018-19 after Board approval; therefore, the contracts have been amended to reflect the new rates attached and the need for additional services. All other Terms & Conditions remain the same.

NPA Agencies	Approved 06-14-18		Annual Cost with New Rates & Additional Services	
ABA Educational Foundation *	Mental Health	\$50,000.00	Mental Health	\$50,000.00
Ardor Health Solutions (2 SLPs)	1 SLP	\$106,560.00	2 SLP	\$218,880.00
BMR Health	SLP	\$108,000.00	SLP	\$111,240.00
Career Staff Unlimited	SLP	\$108,000.00	Contract was not executed	
Carolyn Karinen	SLP	\$125,400.00	SLP	\$111,240.00
Educational Based Services (2 SLPs)	1 SLP	\$108,000.00	2 SLP	\$216,000.00
Maxim Staffing Solutions	1 SLP	\$108,000.00	2 SLP/LVN/CNA	\$300,000.00
Staff Rehab *	Healthcare & APE	\$12,000.00	Healthcare & APE	\$12,000.00
Estimated Total up to:		\$725,960.00		\$1,019,360.00

RECOMMENDATION:

Approve/Ratify 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.

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: *MP*

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

13B.14

Page 1 of 2

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

SELPA Approved Rates														
Agency	SLP (EO)		SLP (Bil)		LVN		NURSE		CAN		APE		BIS	
	2017-18	2018-19	2017-18	2018-19	2017-18	2018-19	2017-18	2018-19	2017-18	2018-19	2017-18	2018-19	2017-18	2018-19
	Carolyn Karinen	\$ 75.00	\$ 77.25											
Staff Rehab	\$ 75.00	\$ 75.00			\$ 37.00							\$ 75.00		
Maxim Staffing Solutions	\$ 75.00	\$ 77.25	\$ 75.00	\$ 77.25		\$ 38.11				\$ 26.78				
Educational Based Services	\$ 74.00	\$ 75.00	\$ 75.00	\$ 76.88										
Ardor Health Solutions	\$ 74.00	\$ 76.00	\$ 75.00	\$ 77.00										
ABA Education Foundation														
BMR Health	\$ 75.00	\$ 77.25	\$ 75.00	\$ 77.25									\$ 75.00	\$ 75.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH THE COLLEGE BOARD FOR TEACHER TRAINING –
SPRINGBOARD MATH PROGRAM FOR GRADES 6TH – 8TH

BACKGROUND INFORMATION:

The College Board offers a professional learning system for every stage of the implementation of the SpringBoard Math Program including face-to-face workshops and events for SpringBoard teachers; special-focus workshops; targeted training for instructional coaches; on-site observation and feedback; and online professional learning options.

The trainings that our 6th – 8th grade teachers will be receiving are the following:

- *Initial Institute Follow Up* – In this workshop, teachers will revisit key ideas from the initial institute to continue to build confidence using SpringBoard with their students.
- *Purposeful Planning for Your Course* – Participants will engage in an intensive study of their course by closely examining the content, skills, pedagogy, and assessments of the course’s units.

These trainings are scheduled for October 9 and 10, 2018. Cost implications include \$3,975.00 per training and the cost of substitute teachers.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: *MC*

Financial Implications?

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

Requisition #

Yes No

Yes No

UP TO
\$13,000.00
 (Amount)

Title II Fund
 (Name of funding source and/or location)

--
 (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:

Gina A. Potter

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

2018-2019 California Professional Learning Order Form

To place an order: Return signed order form with purchase order/check to:
 FAX: 646-607-2881 OR EMAIL: SpringBoardPL@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Customer Contact Information:

District Name: San Ysidro School District
 Contact: Cynthia Monreal Gonzalez
 Contact Email Address: cynthia.gonzalez@sysdschools.org
 Contact Phone: (619)428-4476 Ext. 3070

Step 2. Select Workshops (Page 2)

Must be ordered at least 60 days in advance of the preferred start date.

See the SpringBoard Professional Learning Catalog for duration and number of maximum participants. Workshop dates will be confirmed by your Program Delivery Specialist, based on availability.

Preferred Start Dates: *Two options are required.*

Start Date 1 10/9/2018 Start Date 2 10/10/2018

Step 3. Please complete the following.

Workshop Location: *Must be equipped with a projector, screen and Wi-Fi access.*

Location	<u>San Ysidro School District</u>	Contact	<u>Cynthia Monreal Gonzalez</u>
Address 1	<u>4350 Otay Mesa Road</u>	Phone	<u>(619)428-4476 Ext. 3070</u>
Address 2	<u></u>	Email *	<u>cynthia.gonzalez@sysdschools.org</u>
City State, Zip	<u>San Ysidro, CA 92173</u>		

Time

Time of Workshop: Default 8 AM - 3 PM Expected Number of Attendees 28
 Access to Room: 7:00 AM
Typically 1 hour before the start of the session *Except for Planning Support for SpringBoard for District Endorsed and Side-by-Side Coaching for Instructional Leaders. See PL Catalogue for more details.

Shipping Information: *If different from the Workshop Location.*

Ship Location	<u>San Ysidro School District</u>	Ship To Contact	<u>Cynthia Monreal Gonzalez</u>
Address 1	<u>4350 Otay Mesa Road</u>	Phone	<u>(619)428-4476 Ext. 3070</u>
City State, Zip	<u>San Ysidro, CA 92173</u>	Email	<u>cynthia.gonzalez@sysdschools.org</u>

Step 4. Indicate Payment and Sign Order Form

ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW

Select Payment Type: PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Marilyn Adrianzen	Chief Business Official		13B.15
Print Name	Title	Signature	Date

Continue to Page 2 for Professional Learning Workshops

2018-2019 California Professional Learning Order Form

Building The Foundation	Price	Quantity			Total
		ELA	Math	Int Math	
For Teachers and/or Instructional Coaches					
Math Initial Institute	\$6,900	--			\$ -
California ELA/ELD Initial Institute	\$6,900		--	--	\$ -
Quick Start Institute	\$6,200				\$ -
Initial Institute Follow-Up Workshop	\$3,975		1		\$ 3,975.00
SpringBoard Digital Fundamentals <i>2 concurrent sessions per day per content area</i>	\$4,500				\$ -
Using the SpringBoard English Language Development (ELD) Designated Program	\$3,975		--	--	\$ -
For Instructional Coaches					
Instructional Coaches Institute (One Subject, 2 days)	\$6,200				\$ -
For Administrators					
Building the Foundation Administrator Workshop	\$3,975				\$ -
CA English Language Development (ELD) Administrator Workshop	\$3,975		--	--	\$ -
Implementation Walks	\$3,975				\$ -
Building Expertise	Price	Quantity			Total
		ELA	Math	Int Math	
For Teachers and/or Instructional Coaches					
Connecting the SAT to Classroom Practice	\$3,975				\$ -
Purposeful Planning for Your Course	\$3,975		1		\$ 3,975.00
Differentiated Instruction	\$3,975				\$ -
Collaboratively Examining Student Work	\$3,975				\$ -
Using Assessments to Guide Instruction	\$3,975				\$ -
Teaching and Learning with SpringBoard Digital	\$3,975				\$ -
Supporting English Language Learners	\$3,975				\$ -
Time with Text	\$3,975		--	--	\$ -
Building Literacy Skills in the Math Classroom	\$3,975	--			\$ -
Engaging Math Students in Higher-Order Thinking	\$3,975	--			\$ -
SpringBoard Close Reading Workshops	\$3,975		--	--	\$ -
SpringBoard Writing Workshops	\$3,975		--	--	\$ -
Collaborative Curriculum Mapping Service	\$6,200				\$ -
For Administrators					
Building Expertise Administrator Workshop	\$3,975				\$ -
Learning Walks	\$3,975				\$ -
Building Capacity	Price	Quantity			Total
		ELA	Math	Int Math	
For Teachers and/or Instructional Coaches					
District Train the Trainer	\$10,000				\$ -
Planning Support for District Endorsed Trainers	\$6,200			--	\$ -
For Administrators					
Side-by-Side Coaching for Instructional Leaders	\$3,975				\$ -

Building the Foundation	\$	3,975.00
Building Expertise	\$	3,975.00
Building Capacity	\$	-
TOTAL	\$	7,950.00

13B.15

Continue to Page 3 for Professional Learning Services Terms and Conditions

Page 3 of 4

Professional Learning Services Terms and Conditions

Professional Learning Orders. To request SpringBoard Professional Learning workshops, institutes, and coaching (collectively, the "Services"), Client must submit a signed order form (this "Agreement") and either a purchase order, check, or credit card information for processing. The College Board must receive this Agreement and payment at least thirty (30) days prior to the date of the Services, or the College Board, in its sole discretion, reserves the right to cancel the Services or apply the Expedited Workshop Request Planning Fee cited below.

SpringBoard Digital Access During Services. In connection with the Services, the College Board shall provide temporary access to applicable subject and grade levels of SpringBoard Digital for any participants who do not already have access, for a period of one hundred twenty (120) days. The College Board will grant complete access to SpringBoard Digital when Client purchases Student Editions (print and/or digital) for the subject and grade level for which the temporary access was provided.

Products. The College Board shall furnish professional learning materials ("Products") for certain Services. Client acknowledges and agrees that the College Board shall be responsible for coordinating shipping and handling of the Products, as long as Client provides shipping information, contact name, and phone number.

Client Obligations. Client shall be responsible for confirming that the duration, scope, and dates of the Services are in compliance with applicable local, state, and federal statutes and regulations; applicable standards of relevant national professional associations; and applicable collective bargaining agreements.

Fees and Payment. Client agrees to pay any applicable sales, use, value added, or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate.

Costs Excluded from Fee. The fees do not cover the following costs associated with Services: meeting room fees, audiovisual fees, food, insurance, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or off-site transportation expenses and lodging for participants. Client shall be responsible for and pay directly the costs not covered by the fees.

Rescheduling and Cancellation Costs. In addition to the full cost of the Service, for Services canceled or rescheduled less than thirty (30) days prior to the first day of the Services, Client shall pay the College Board a fee equal to 50% of the full cost of the Service. For Services canceled or rescheduled less than fifteen (15) days prior to the first day of the Services, Client shall pay the College Board a fee equal to 75% of the full cost of the Services. These fees apply to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts. The College Board retains the right, in its sole discretion, to apply these fees for rescheduling requests.

Expedited Workshop Request Planning Fee. If Client does not provide a purchase order, check, or credit card payment for processing and all of the required information outlined in the Workshop Checklist below at least thirty (30) days in advance of the first day of a scheduled Service or places an order for a Service less than thirty (30) days in advance, Client shall be subject to an expedited planning fee up to 40% of the cost of the Service. These fees apply to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts. Client must order all Services no less than twenty-one (21) days prior to the first day of the Services.

Participant Fee. If the number of participants present at the Service exceeds the maximum defined in the Professional Learning Catalog, Client is subject to a fee of up to 20% of the total cost of the Services. This fee applies to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts.

Workshop Checklist. Client will collect and provide the College Board with the implementation information ("Implementation Information") below at least thirty (30) days prior to the first day of the Workshop, or upon execution of this Agreement if College Board is offering an Expedited Workshop.

- **District Information.** District contact information, district workshop coordinator, district contract signatory, number of participating middle schools, and/or number of participating high schools.

- **School Information.** Client shall provide the school contact information, principal contact information, school workshop coordinator and, where applicable, information technology contact.

- **Workshop Site.** Client shall provide the College Board with a venue to host the Services, which includes a meeting room and, where applicable, audiovisual equipment.

- **Participant Information.** Client shall provide the College Board with the number of participants, and their subject and grade levels. Client agrees that the College Board may rely on such list in determining the number of materials and consultants provided by the College Board to Client at such Service. The number of participants may not exceed the maximum outlined in the Professional Learning Catalog, or Client will be subject to the Participant Fee outlined above.

- **Designation of Workshop Coordinator.** Client shall designate a workshop coordinator who shall be the College Board's principal contact and shall assist in the organization and training.

- **Information Technology Contact.** Client shall designate, and shall cause each school to designate an information technology contact. Client information technology contact and the school information technology contacts shall address any technical issues that may arise in the course of the Service.

- **Network Access and Internet Connectivity.** Client will ensure network access and Internet connectivity during the workshop and will require Client information technology contact or another appropriate staff person to be available during the Services to assist in the maintenance of such network access and Internet connectivity.

- **Accommodations and Instruments.** Client shall furnish workshop space; instruments such as overheads, projectors, chairs, and desks; monitor; and whiteboards as necessary for the Services, and any food or refreshments Client wishes to have on-site.

The College Board reserves the right to change the Implementation Information at any time. In the event the College Board does not timely receive the implementation information, the Client may be subject to the additional fees outlined above, and the College Board reserves the right to decline furnishing the Services. If the College Board agrees to furnish Services without complete Implementation Information, then the College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT.

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations, and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to Client. Copying, disseminating, or posting any SpringBoard material on an internal or external website, including social media sites, is a breach of your agreement with the College Board.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood, or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH RAPTOR TECHNOLOGIES, LCC

BACKGROUND INFORMATION:

The Raptor Visitor Management System is the core of an integrated set of technology solutions designed to protect students, faculty, and staff. The services provide a web-based software application that has been developed with the purpose of aiding facilities by tracking visitors, volunteers, and faculty members. The services will include screening visitors, provides alerts, history, reports, equipment and remote web/phone-based installation & training.

The District would like to support the goals of the Governing Board and provide security measures for the safety of students and staff. The system will be implemented at the District office, all seven school sites, and the Preschool & Child Development Center during the 2018-19 school year.

RECOMMENDATION:

Approve the agreement with Raptor Technologies, LCC to provide Visitor Management Systems for all District sites at a cost up to \$13,800.00 from the General Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #2: Safety, Climate, and Student Engagement – Continue to provide campus security at each school site. Personnel will be provided professional development in the areas of restorative practices, trauma information care, etc. Implement visitor management software at each school site and upgrade communication system to improve school and district safety.

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

UP TO

\$13,800.00

General Fund

--

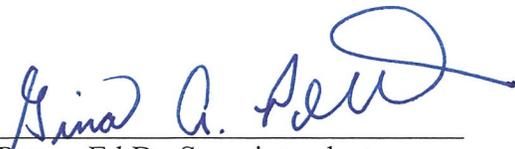
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



SUBSCRIPTION AND PURCHASE AGREEMENT

Your organization ("Subscriber") has requested access to the Raptor Technologies, LLC ("Raptor") Subscription Services. Please carefully review the following terms and conditions (this "Agreement"). By signing below, you represent that you have the power to bind Subscriber and Subscriber agrees to be bound by this Agreement as of the "Effective Date".

1. Subscription Services. Subject to the terms and conditions of this Agreement, Raptor grants to Subscriber, and Subscriber accepts from Raptor, a limited, non-exclusive, non-sublicensable, non-transferable license to use the Subscription Services (a) in accordance with this Agreement (b) in the ordinary course of Subscriber's internal business and (c) in a manner that is in accordance with applicable laws. Raptor and Raptor's licensors are, and shall remain, the owners of all right, title, and interest in and to the Subscription Services, subject to the license granted to Subscriber in this Agreement. All rights not expressly granted to Subscriber in this Agreement remain rights of Raptor and Raptor's licensors.

2. Confidentiality. "Confidential Information" is information relating to Subscription Services and Equipment provided under this Agreement including, without limitation, the components of intellectual property, designs, and any other information of Raptor of a secret, confidential, or proprietary nature. The Subscriber agrees that, except as expressly permitted herein, it will not use, directly or indirectly, for its own benefit or for the benefit of a third party, and that it will not disclose directly or indirectly, to a third party any of Raptor's Confidential Information without Raptor's prior written consent. Confidential Information does not include information which (a) becomes generally available to the public other than as a result of a disclosure by Subscriber or by disclosure of a party in violation of Raptor's rights, (b) was in Subscriber's rightful possession prior to receipt from Raptor, or (c) was rightfully disclosed to Subscriber by a third party without a violation of Raptor's rights.

3. Data Collection and Distribution. Subscriber and its employees shall not disclose, or otherwise make public any individual's personally identifying information obtained through the Subscription Services except as required in the ordinary course of Subscriber's internal business or by applicable law.

4. Equipment. Subscriber must provide Subscriber's own Internet access and equipment to use the Subscription Services. Such Subscriber-provided access and equipment must meet or exceed Raptor's then-current technical specifications.

5. Terms of Payment. (a) Subscriber shall pay to Raptor the then-current fee for each of Subscriber's campuses or place of business (a "Campus") that will utilize the Subscription Services for such year (the "Annual Subscription Fee") after the installation of equipment and Subscription Services. Raptor will provide an itemized invoice which indicates work completed. Subscriber will review each invoice and back up documentation provided to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. Subscriber will pay Raptor within 30 days of receiving the invoice. Raptor may update the Annual Subscription Fee with each such change to be effective as of the first day of the following annual term, upon at least 60 days written notice and with the written approval of Subscriber prior to the commencement of such additional term. The term of the agreement shall be one (1) year from the effective date of this Agreement. A Campus shall not use (or otherwise be entitled to use) the Subscription Services unless and until Subscriber has paid the Annual Subscription Fee for such Campus. (b) If Subscriber is a tax exempt entity, Subscriber shall make available to Raptor upon request all necessary information required to validate Subscriber's tax exempt status.

6. Termination. Subscriber may terminate this Agreement upon written notice to Raptor. Upon termination of this Agreement, (a) any and all amounts due to Raptor shall remain due and payable in accordance with the applicable payment terms and (b) all licenses granted to Subscriber by Raptor pursuant to this Agreement shall terminate at the end of Subscriber's pre-paid annual term. Sections 1, 2, 3, 5(a), 6, 7, and 8 shall survive termination of this Agreement.

7. Disclaimers. (a) ANY THIRD PARTY INFORMATION MADE AVAILABLE WITHIN THE SUBSCRIPTION SERVICES IS PROVIDED TO SUBSCRIBER BY THIRD PARTIES. RAPTOR DOES NOT SCREEN, MONITOR, OR MODIFY THE THIRD PARTY INFORMATION AND DOES NOT GUARANTEE OR WARRANT THE ACCURACY, INTEGRITY, OR QUALITY OF THE THIRD PARTY INFORMATION.

(b) RAPTOR DISCLAIMS AND SUBSCRIBER ASSUMES ALL RESPONSIBILITY FOR DETERMINATIONS OF AN INDIVIDUAL'S REGISTERED SEX OFFENDER STATUS OR CUSTOM ALERT STATUS BASED



INFORMATION CONVEYED IN CONNECTION WITH THE SUBSCRIPTION SERVICES. SUBSCRIBER IS SOLELY RESPONSIBLE FOR SUCH DETERMINATIONS AND UNDERSTANDS THAT INFORMATION PROVIDED BY RAPTOR IS NOT INTENDED TO SUBSTITUTE FOR THE DETERMINATIONS MADE BY SUBSCRIBER AND SUBSCRIBER'S EMPLOYEES AND CONTRACTORS.

Indemnification: To the fullest extent permitted by law, the Parties mutually agree to protect, save, defend, indemnify and hold harmless each other, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by either Party and/or Parties agents. The only exception to responsibility to protect, save, defend and hold harmless is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of either Party.

8. Miscellaneous. This Agreement may be amended only pursuant to a written agreement between the Parties. All terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be

enforceable by, the Parties and their respective successors and permitted assigns. Raptor will not be in default of this Agreement for any performance failure caused by occurrences beyond Raptor's reasonable control (including, but not limited to, acts of God). This Agreement does not create any right enforceable by any person not a party. Nothing in this Agreement shall create the relationship of partners or principal-agent between the parties. Subscriber may not assign this Agreement without the prior written consent of Raptor. The waiver or failure of Raptor to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement.

IN WITNESS WHEREOF, your organization agrees to be bound by the terms of this Agreement, as evidenced by the signature of the organization's duly authorized representative below.

Subscriber

San Ysidro School District

Signature: _____

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

Board Approved: _____

Raptor Technologies, LLC

Signature: _____

Name: James J. Vesterman
Title: CEO
Address: 631 W. 22nd St.
Houston, TX 77008

Effective Date _____

Contact Information:

Kelli Hay, Coordinator
(619) 428-4476 ext. 3031
kelli.hay@sysdschools.org



Protect Every Child, Every School, Every Day
 Federal Tax ID #45-4914152
 GSA: GS-07F-127BA
 Buyboard: 498-15

Opportunity Owner Clayton Dorsett
 Quote Number 201808-22081
 Created Date 8/31/2018
 Expiration Date 9/30/2018

Account Name San Ysidro School District

Billing Address 4350 Otay Mesa Rd.
 San Ysidro, CA 92173
 United States

Product	Product Description	Sales Price	Quantity	Total Price
CR5400 ID Scanner	ID scanner for state issued identification cards -- 2 year limited warranty.	\$495.00	8.00	\$3,960.00
Database Activation Fee	One-time fee for provisioning and activating database storage (per location).	\$350.00	8.00	\$2,800.00
Dymo 450 Turbo Label Printer	Badge printer for visitors and/or student tardy passes -- 2 year limited warranty.	\$139.00	8.00	\$1,112.00
Raptor Visitor Badges (White) Box	Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.	\$50.00	8.00	\$400.00
Remote Installation and Training Fee	Remote web- and phone-based installation and training (per location).	\$125.00	8.00	\$1,000.00
Shipping and Handling Fee	Required on all new orders.	\$26.00	8.00	\$208.00
Visitor Management Annual Access Fee	One (1) year Annual Software Access Fee (per location). Renewal fee is due on the anniversary month of purchase. Raptor Alert Monitoring service and technical support is included.	\$540.00	8.00	\$4,320.00
Grand Total				\$13,800.00

SUBMIT PO's: To purchase, send purchase order to cdorsett@raptortech.com or fax to 713-880-2577.

NOT PAYING WITH A PURCHASE ORDER?

REMIT CHECK PAYMENTS TO:

Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458

For any other questions, email accounting@raptortech.com

To order additional or replacement equipment and supplies with a credit card, visit www.shop.raptortech.com

TERMS AND CONDITIONS:

1. Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.
 2. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.
 3. All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement, which can be found at <https://www.raptortech.com/agreement>
- Please be aware that use tax may apply and you may be required to remit use tax on this purchase based on your state's tax rules.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MLW
 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.

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>MLW</u>
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
N/A <small>(Amount)</small>	N/A <small>(Name of funding source and/or location)</small>	(Funding account number)			

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of September, 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

Initial Term:

From: September 14, 2018

To: June 30, 2019

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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.

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 and Consultant shall not be re-employed to perform any of the Services or to work on the Project.

SAN YSIDRO SCHOOL DISTRICT

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4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall 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.

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Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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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 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.

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5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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.

SAN YSIDRO SCHOOL DISTRICT

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5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

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.

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.

CONSULTANT:	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

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476 ext. 3003	
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

Gloria Gonzalez Photography

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Phone Number

Board Approved

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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) _____ **13B.17**

Signature _____ Date _____ **Page 10 of 15**



Friday, June 29th, 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

Phone (619) 409-2027

E-mail: fotografiagloria@gmail.com

facebook.com/fotografia.gloria

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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 6th 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

Phone (619) 409-2027

E-mail: fotografiagloria@gmail.com

facebook.com/fotografia.gloria

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**Schools Picture Dates
San Ysidro School District**

Christmas pictures 2018

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

Spring/Easter pictures 2019

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

Graduation pictures 2019

Date	School
May 1 st	La Mirada Elementary School
May 2 nd	Smythe Elementary School
May 7 th	Sunset Elementary School

gloriagonzalezfotografia.com

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

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

Pending	TBD 8 th 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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 13, 2018

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

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

INITIAL: MAP
 Informational
 Action

AGENDA ITEM: DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD

BACKGROUND INFORMATION:

The list of documents below is considered to be Class 3 (Disposable Records – required retention period and procedures for destruction or transfer of records as specified in the California Code of Regulations Section 16025). These records have been retained beyond the legal period of 5 years as listed on the Records Retention Manual.

There is no further need to retain these records in the District and recommend that they be destroyed through *Corodata*. Documents listed are dated from 2010 to 2012 (approx. 25 boxes):

- Attendance Reports
- Student Sign In/Out Sheets
- Ready to Read Program Forms
- Student Application with Supporting Documents
- Parent Participation Program Forms
- IEP Copies
- DRDP's with Supporting Document

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MAP

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

\$300.00

(Amount)

Preschool & Child Development

(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: September 13, 2018

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

Informational
 Action

AGENDA ITEM: AGREEMENT WITH MARINOVICH CONSULTING

BACKGROUND INFORMATION:

Marinovich Consulting will assist the District with an implementation plan to address recommendation in the County of San Diego Audit Office of Audits & Advisory Services (OAAS) report dated April 6, 2016 and with the formation of a Bond Program Oversight Committee and development of specific time sensitive timeline for its implementation.

Marinovich Consulting will provide direction, advice and audit reports. In addition, they may provide training for staff.

RECOMMENDATION:

Approve 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.

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

\$30,000.00

(Amount)

General Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN**

**SAN YSIDRO SCHOOL DISTRICT
AND
MARINOVICH CONSULTING**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this ___ day of _____, 20___, by and between **San Ysidro School District** ("DISTRICT") and **Marinovich Consulting** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1 Consultant. Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of DISTRICT.

2.2 Project. DISTRICT desires to engage Consultant to render its services for Bond Program Audit Recommendations and Oversight Committee Implementation Services (the "Project").

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Term: The term of this agreement shall be from October 1, 2018 to June 30, 2019, unless earlier terminated as provided herein. The parties may mutually agree to extend this term only by written amendment and in accordance with the law. Should the parties agree to extend the term of this Agreement, the hourly rates as described in **Exhibit B** shall remain the same.

3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of 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 be responsible for all reports and obligations respecting such employees, including, but not

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limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies, and project deliverables shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or 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.

(g) 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 Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) 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 to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

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(ii) 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, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance and only when the consultant has employees who work under this agreement; and (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease and only when the consultant has employees who work under this agreement; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or

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borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) 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 its employees and subcontractors appropriate

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to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third-party fees.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for expenses.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **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 DISTRICT during normal business hours 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 four (4) years from the date of final payment under this Agreement.

3.6 General Provisions.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more, **13B.19**

addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. DISTRICT and Consultant may, by written notice to the other Party terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been rendered to DISTRICT, and Consultant shall be entitled to no further compensation.

(ii) 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.

(iii) Additional 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.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Marinovich Consulting
8535 Hillcrest Avenue
La Mesa, CA 91941

Attn: Nick Marinovich

DISTRICT:

San Ysidro School District
Business Services
4350 Otay Mesa Road
San Ysidro CA 92173

Attn: Marilyn Adrianzen

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, collected and provided 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.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(g) 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.

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.

(h) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(i) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

(j) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(k) Governing Law; Government Code Claim Compliance. 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. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(l) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(m) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(n) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(o) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(p) 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.

(q) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

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(r) 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.

(s) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(t) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq. and will comply with any such requirements.

(u) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(v) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(w) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(x) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(y) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(z) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

SAN YSIDRO SCHOOL DISTRICT

MARINOVICH CONSULTING

By: _____
Marilyn Adrianzen
Chief Business Official

By: _____

Date: _____

Name: _____

Board Approved: _____

Title: _____

Federal Tax I.D. Number: 83-1830326

EXHIBIT "A"
SCOPE OF SERVICES

1. Detailed Description of Services

Marinovich Consulting (Consultant) will assist the San Ysidro School District (SYSD or District) with an implementation plans to address: a) recommendations in the County of San Diego Audit Office of Audits & Advisory Services (OAAS) report issued April 6, 2016 (Audit) and b) the formation of a Bond Program Oversight Committee (CBOC) and development of specific time sensitive timeline for its implementation.

This engagement will be performed under American Institute of Certified Public Accountants (AICPA) Consulting Standards for the benefit of SYSD. The Consultant will work under the direction of the district and provide audit reports as well as consulting advice (work product) directly to the District. Accordingly, the contract work product is solely for the use of the District and not any third party. Marinovich Consulting will be responsible for delivery of this work scope and will not make management decisions or perform management functions, such as authorizing or consummating transactions; the Consultant may, however, advise and train your staff in these areas. SYSD responsibilities include:

- Making all management decisions and perform all management functions in connection with the services and information provided resulting from this engagement;
- Designating an individual with suitable skill, knowledge, and/or experience to oversee Marinovich Consulting services;
- Evaluating the adequacy and results of the services performed; and
- Accepting responsibility for the results of the services performed.

The District will be required to appoint a liaison to coordinate the work and assist in providing access to key members of District Administration. The District will be responsible for implementing the Audit recommendations and for taking actions required to implement the CBOC.

Documentation to be reviewed includes such items audits reports, obtaining correspondence relative to audit conditions and recommendations, and conducting interviews with staff and Board members. Information such as voter material, bond documents, and Board minutes will be collected. There will be an assessment of program risks and preparation of a plan to implement needed improvements.

Audit observations and improvement areas to be addressed include in the implementation plan include:

- Compliant and Effective Use of Bond Funds – Controls covering approvals and compliant use and accounting for bond funds, budgetary management, Stakeholder reporting as well as compliance of supplier payments.
- COP Approval Processes – Policies and procedures covering the issuance of COPs as well as documentation to support facility needs.
- Financial Advisory Services – Controls designed to prevent conflicts of interest and address the accuracy of Financial advisor reporting and recommended financial transactions.

Bond Oversight Advisory Services include process, procedures, and protocol implementation consulting guidance that results in an independent citizen's oversight committee that complies with the legislative intent of Proposition 39 as follows:

"(a) Vigorous efforts are undertaken to ensure that the expenditure of bond measures, including those authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, are in strict conformity with the law.

(b) Taxpayers directly participate in the oversight of bond expenditures.

(c) The members of the oversight committees appointed pursuant to this chapter promptly alert the public to any waste or improper expenditure of school construction bond money.

(d) That unauthorized expenditures of school construction bond revenues are vigorously investigated, prosecuted, and that the courts act swiftly to restrain any improper expenditures."

The following tasks will be provided under bond oversight advisory services:

Data Review and Analysis. This would consist a thorough review of actions to date on the bond program by the District including compilation and documentation of such items as official statements, board actions, reports to the Board, audits, bond resolutions and related voter approval documents, and master plans. There would be interviews and consultation with District staff on issues and information and site tours of each school to familiarize the consultant with physical environment of the District schools. Audit reports will be analyzed to see what implications its findings would have on the bond oversight process.

Recruitment and Selection of a Bond Oversight Committee. The recruitment of the CBOC members is one of the most critical aspects to the implementation of a successful bond oversight process. This task would include guidance on the development of the community outreach process using print and social media and community groups/organizations to "get the word out" on the available positions. With the approval of the District there could be a community forum/meeting to discuss the opportunities and answer questions.

Implementation recommendations will identify District actions needed to prepare the application for being a member, development of an interview panel and questions culminating in a report to the Board on the selection process and its outcome. While it is recognized this is a volunteer effort, in many ways the process would work similar to a job application where minimum qualifications would be determined, interview questions established, and selection based upon qualifications desired as determined by the District and State law. For this process to be successful there must be at arm's length distance between the process and any perceived or actual influence of elected officials and the persons serving on the bond oversight committee.

By Law Recommendations Based upon the experience of other jurisdictions who have Bond Oversight Committees by law recommendations will be provided to address the ground rules for Committee operations such as frequency of meetings, tasks to be performed by the Committee, election of officers, setting of Committee agendas, performance and financial audit functions, qualifications of committee members, reporting requirements, length of terms, and compliance with State Law such as the Brown Act.

Bond Oversight Procedure Manual and Board Policy Assistance. Based input from District staff, listening to and considering input from District stakeholders, and review of best practices in bond oversight (e.g. California League of Bond Oversight Committees) guidance on development of a

Procedure Manual and Board Policy on Bond Oversight will be provided. This task would address at minimum the following topics:

- Brown Act
- Roberts Rules of Order
- Agenda Setting and Project Review processes
- Master and Strategic Planning for Capital facilities
- Project Priority Setting
- Role of the Committee Officers
- Role and makeup of Subcommittees
- Performance Audit Scope
- Proposition 39 Compliance
- Procurement of Design and construction services
- Committee reporting requirements
- Role and function of the CBOC
- Member selection
- Joint Meeting with Board of Trustees

The Bond Oversight Procedure Manual and Policy should serve as the primary training document to be used for new members as well as guidance documents for Committee operations along with the District CBOC By Laws.

Training of Bond Oversight Members/District Staff/Elected Officials. This task will take the Oversight Manual and Board policy and provide both group training and individual member focused training as required. There will be special training and briefing of the Bond Committee Chair of the role responsibilities and functions.

Bond Oversight Committee Startup Assistance. For the first four meetings of the Bond Oversight Committee the consultant will work with the Committee/Chair to develop the agenda, review and assist the Committee in its operations, and provide reports to the Board on the outcome of the meetings.

2. **Dates and Times of Services:** The requested services will begin in October 1, 2018 with an ending date no later than June 30, 2019.
3. **Specific Deliverables:** You will receive an implementation plan that identifies recommendations to address Audit observations and a summary of actions taken to assist the implementation of the CBOC.

EXHIBIT "B"
COMPENSATION FOR SERVICES

Fee not-to-exceed Twenty-Nine Thousand Dollars (\$29,000.00). Project fees will be billed at the following hourly rates:

Nick Marinovich	\$125 per hour
Curtis Matthews	\$155 per hour