

San Ysidro School District Governing Board

AGENDA

Thursday
January 24, 2019
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.

Vista Del Mar Middle School
Auditorium
4885 Del Sol Blvd.
San Diego

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

ORGANIZATIONAL MEETING OF THE GOVERNING BOARD
THURSDAY, DECEMBER 13, 2018
5:00 p.m.

Pursuant to Government Code Section 54954 and 54954.2 and Education Code Section 35143, the Organizational Meeting of the Governing Board was held on Thursday, December 13, 2018, at 5:00 p.m. and conducted its business meeting at the **Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

- 1. CALL TO ORDER** Who: Member Pallasigue Time: 5:03 p.m.
- 2. FLAG SALUTE** by Member Pallasigue
- 3. RECOGNITION OF OUTGOING BOARD MEMBERS:** Marcos A. Diaz and Rodolfo Linares
- 4. ADMINISTRATION OF OATH OF OFFICE BY ASSEMBLYMEMBER TODD GLORIA, DISTRICT 78:** Humberto Gurmilan, Irene Lopez and Rudy Lopez
- 5. ROLL CALL** by Gina A. Potter, Ed.D., Superintendent
Mr. Humberto Gurmilan, Member
Mrs. Irene Lopez, Member
Mr. Rudy Lopez, Member
Mr. Antonio Martinez, Member
Mrs. Rosaleah Pallasigue, Member

6. PUBLIC COMMENT/COMMUNICATIONS ON BOARD ORGANIZATION

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.

None at this time.

The Governing Board temporarily relinquished chairmanship of the meeting to the Superintendent until the Board elected its Clerk.

7. ANNUAL BOARD ORGANIZATION

A. Election of Board President

The Board elected Irene Lopez, Board President.

Member Martinez nominated Member Irene Lopez, seconded by Member Gurmilan.
The vote was as follows:

Motion: Martinez Second: Gurmilan Vote: Unanimous

B. Election of Board Vice-President

The Board elected Humberto Gurmilan, Board Vice-President.

Member Pallasigue made the motion to elect a Board Vice-President, seconded by Member Gurmilan.

Member Pallasigue nominated Member Pallasigue, seconded by Member Irene Lopez. The vote was 2 Ayes – 2 Oppose (M & R. Lopez) – 1 Abstain (G)

Member Martinez nominated Member Gurmilan, seconded by Member R. Lopez. The vote was 4 Ayes – 1 Noe (P)

Motion: Martinez Second: R. Lopez Vote: 4 Ayes – 1 Noe (P)

C. Election of Board Clerk

The Board elected Antonio Martinez, Board Clerk.

Member Pallasigue nominated Member Martinez, seconded by Member R. Lopez. The vote was as follows:

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

D. Appointment of Board Secretary

The Board appointed Dr. Gina A. Potter, Board Secretary.

Motion: Martinez Second: R. Lopez Vote: Unanimous

8. AGENDA

The Board approved the agenda and included the recognition of the former Board President, Rosaleah Pallasigue.

Clerk Martinez made the motion to approve the agenda, seconded by Member R. Lopez, after discussion the Board amended their motion and included the recognition of Rosaleah Pallasigue, former Board President. The vote was as follows:

Motion: Martinez Second: R. Lopez Vote: Unanimous

The Board recognized Rosaleah Pallasigue, former Board President.

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS

9.1 Coco Performance by San Ysidro Middle School Students - Juan Pedraja

9.2 Pathways: Trebuchet by San Ysidro Middle School Students - Omar Calleros

9.3 Reclassified Fluent English Proficient Students: San Ysidro Middle School, Vista Del Mar Middle School & Ocean View Hills School - Manuela Colom/Cynthia Gonzalez

9.4 Pathways: Ocean View Hills School Glee Club - Omar Calleros

9.5 ELAC Presidents & DELAC Representatives: San Ysidro Middle School, Vista Del Mar

Middle School & Ocean View Hills School - Kelli Hay

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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None at this time.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Pallasigue, Commented: 1) Welcomed everyone to the Board meeting. 2) Looking forward to a new year working alongside each of the Board members. 3) Feels that next year will be very pivotal and the Board is here to support staff. 4) Whatever challenges come, believes there will be equal victories as well. 5) Appreciates Dr. Potter for her continued dedication.

Member R. Lopez, Commented: 1) Thanked the community for their confidence in electing him and for trusting him with their children. 2) His son is the inspiration for being here today. 3) Last school year at Smythe, a third grade student that won an essay contest had a statement in his essay that stuck with him: "The responsibility of the community is the community itself." He looks forward to working with this community, teachers, staff and fellow Board members. 4) We have outstanding students and if we put them first, there is no reason we can't succeed.

Clerk Martinez, Commented: 1) Thanked Connie for hosting the Board meeting. 2) We have the right tools to be the best school district in this county. We have the right Board and Superintendent and the best staff. Thanked Dr. Potter for everything she does. 3) Congratulated Irene Lopez, Rudy Lopez and Humberto Gurmilan. 4) He is glad that we are supporting our teachers to provide Music, Theater and Dance (MTD). He is hoping that with this Board we can now have the appropriate funds to allocate and have MTD in all of our schools. 5) He would like to revisit the Dual Language Program. 6) We need to revisit what to do with the Beyer site, reach out to the community and provide options. 7) Supports the naming of a facility after Mr. Parra. 8) Wished everyone a happy holiday season.

Vice-President Gurmilan, Commented: 1) He is honored to be on the Board and serve as the Vice-President. 2) He had the opportunity to visit his first school event at Vista Del Mar and saw Andy Vargas, Santana Singer, perform for the kids. 3) You can see the potential the students have. Thinks we can be the best district in the county or state, with the kids, teachers and the administrators we have. We are very fortunate to have a very good Superintendent. 4) This District has gone through very difficult times and I think we are starting to look at that in the rearview mirror. It's going to take parents, teachers, administrators, staff and the Board to continue to work hard to get this District where it should be. 5) He is excited to be on the Board and looking forward to a great 2019. We are going to do great things together as a community.

President Lopez, Commented: 1) Thanked people who supported and believed in her and that gave her the opportunity to stay. 2) Casa Familiar had the Living Room Groundbreaking where they are going to have performing arts. San Ysidro will be put back on the map with a lot of art and performances. 3) There is a lot of talent among our staff. They work with the children and know our culture. It's important because when you bring people from the outside, they don't know our children. 4) Congratulated Mr. Gurmilan and Mr. Lopez. Together we will work and make San Ysidro stronger. 5) Thanked Dr. Potter. She was put here for a reason. She will be someone who puts us back on the map and to work together as a family as we should be. 6) The Friends of San Ysidro's dream will hopefully come true soon to name a facility in San Ysidro after Raymond Parra. The Parra family has a lot of history in San Ysidro. Mr. Parra was

a Board member for eighteen years and brought organizations to the community. 7) Wished everyone a Merry Christmas.

Superintendent Potter, Commented: 1) Thanked Connie Rodriguez, SYMS Principal, and Marlo Vasquez, Vice-Principal, for hosting the Board meeting. 2) Excited for the new era of the San Ysidro School District. 3) She is proud to be working alongside the team of five Board members. The new Board members bring vibrancy and positivity to our school District. Appreciates that Irene never stopped believing in us no matter what. 4) It's our turn to shine and let's make that happen together.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1** Supplemental Early Retirement Program - Daniel Zummo/Rachael Sanders (Public Agency Retirement Services (PARS))
- 12.2** Naming Committee Update - Francisco Mata/Manuel Bojorquez

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of November 8, 2018.

Motion: Martinez Second: Pallasigue Vote: Unanimous

13.2 DATE, TIME AND PLACE OF GOVERNING BOARD MEETINGS (Potter)

The Board approved the regular Governing Board meetings from January through December 2019 at 5:00 p.m., at the District Office and at each school at least once a year moving the January 24, 2019 and June 6, 2019 meetings to school locations.

Member Pallasigue made the motion, seconded by Member R. Lopez for discussion. After discussion, the Board amended their motion to include moving the January 24, 2019 and June 6, 2019 meetings to school locations with the following vote:

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

13.3 2019 CSBA DELEGATE ASSEMBLY NOMINATIONS (Potter)

The Board nominated, in accordance with CSBA Bylaws, Rodolfo Lopez and Leslie Ray Bunker Board members in Region 17 as candidates for election to the CSBA Delegate Assembly 2019-2021.

Clerk Martinez made the motion to nominate Leslie Ray Bunker (Chula Vista ESD), seconded by Member Pallasigue. After discussion, the Board amended their motion and nominated Rodolfo Lopez (San Ysidro SD) and Leslie Ray Bunker (Chula Vista ESD) with the following vote:

Motion: Martinez Second: Pallasigue Vote: Unanimous

13.4 FIRST INTERIM FINANCIAL REPORT FOR 2018-19 (Adrianzen)

The Board approved 2018-19 First Interim Financial Report. Marilyn Adrianzen, Chief Business Official, provided a presentation of the 2018-19 First Interim Financial Report.

Motion: Pallasigue Second: I. Lopez Vote: Unanimous

13.5 RESOLUTION NO. 18/19-0035 REQUESTING A TEMPORARY TRANSFER OF FUNDS (Adrianzen)

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

Motion: Martinez Second: I. Lopez Vote: Unanimous

13.6 AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS) FOR ADMINISTRATIVE SERVICES (Zummo)

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

Motion: Pallasigue Second: Martinez Vote: Unanimous

13.7 RESOLUTION NO. 18/19-0038 (Zummo)

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

Motion: Pallasigue Second: Martinez Vote: Unanimous

13.8 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) FOR SUPPLEMENTARY RETIREMENT PLAN (SRP) (Zummo)

The Board approved/ratified Memorandum of Understanding between the San Ysidro School District and the California School Employees Association for supplementary retirement plan (SRP).

Motion: Martinez Second: Pallasigue Vote: Unanimous

13.9 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SAN YSIDRO EDUCATION ASSOCIATION (SYEA) FOR SUPPLEMENTARY RETIREMENT PLAN (SRP) (Zummo)

The Board approved Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association for supplementary retirement plan (SRP).

Motion: Pallasigue Second: Martinez Vote: Unanimous

13.10 CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS (Adrianzen)

The Board approved the Citizens' Bond Oversight Committee Bylaws. Marinovich Consulting and Marilyn Adrianzen, Chief Business Official, provided a presentation of the Bond Oversight Committee Bylaws.

Motion: Martinez Second: R. Lopez Vote: Unanimous

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Item 14.D.2 -FIELD TRIP TO "SHOP WITH A COP" FOR STUDENTS FROM WILLOW AND LA MIRADA SCHOOL (Colom)

Changed the number of approximate students from 9 to 17, teachers from 1 to 2 and added La Mirada to the recommendation.

Motion: Martinez Second: Pallasigue Vote: Unanimous

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Zummo)

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

- 14A.1 Classified Probationary Staff
- 14A.2 Substitute Bus Driver
- 14A.3 Substitute Campus Aide
- 14A.4 Substitute Custodian

13.1

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JOB DESCRIPTION (Zummo)

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

14A.5 Maintenance/Painter**14B. PERSONNEL – CERTIFICATED****EMPLOYMENT (Zummo)**

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

14B.1 Substitute Teachers**14C. PERSONNEL – MANAGEMENT****EMPLOYMENT (Zummo)**

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

14C.1 Classified Management Staff**14D. CURRICULUM & INSTRUCTION****14D.1 SAN YSIDRO MIDDLE AND VISTA DEL MAR MIDDLE SCHOOLS 8TH GRADE TRIP TO WASHINGTON, D.C. AND NEW YORK 2019 (Colom)**

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

14D.2 FIELD TRIP TO “SHOP WITH A COP” FOR STUDENTS FROM WILLOW AND LA MIRADA SCHOOL (Colom)

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

14D.3 FIELD TRIP TO THE POWAY CENTER FOR PERFORMING ARTS FOR THE NUTCRACKER OUTREACH PROGRAM - SYMS (Colom)

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

14D.4 3RD ANNUAL LOVE THY NEIGHBOR HOLIDAY DINNER AT WILLOW SCHOOL (Colom)

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

14D.5 ASSEMBLY AT VISTA DEL MAR WITH LEAD SINGER FROM SANTANA, ANDY VARGAS (Colom)

The Board approved/ratified to host The Love Thy Neighbor assembly at Vista Del Mar Middle School with Andy Vargas, lead singer from Santana on December 13, 2018 at 9:00 a.m. in the school’s auditorium at no cost to the District.

14D.6 GOGUARDIAN LICENSES FROM AMPLIFIED IT FOR SAFER STUDENT ONLINE ACCESS (Colom)

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

13.1

14D.7 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
Teachers: 2 Per site (TBD), Gloria Mena, Patricia Burch Parents: Karen Tovar, Elizabeth Alvarez, Juan Rocha, Catalina Hernandez	CABE Conference 2019	Long Beach	March 20-23, 2019	\$33,000.00	Title III Fund
Elva DeBaca, Irma Hernandez, Liana Davis, Hannah Slater, Janell Wright, Leticia Lemos, Juanita Nunez, Melissa Hasemyer	Project Lead the Way Summit	Anaheim	February 1-3, 2019	\$12,000.00	Title II Fund
Elizabeth Originales	InterDistrict Transfer Essentials	SDCOE	January 17, 2019	Mileage	General Fund
Sylvia Mayer, Jamie Barrett, Carolanne Brandt, Sarina Hemungkorn, Marsha Omelina, Mayura Vongsavath, Emily Kurtz, Nadean Perez	EdTechTeam California Desert Summit	Indio, CA	February 9-10, 2019	\$7,000.00	Title II Fund
Wendy Rodriguez, Alejandro Vargas, Shirley Islas, Maria D. Castro, Marci Begins, Gustavo Lopez, Claudia Montes	Instructional Media Resource Associate - IMRA 2	Online	January 23, 2019	\$1,400.00	General Fund
Denise Villescay, Briann Minton, Karina Victorino	2019 California Student Mental Wellness Conference	Sacramento	January 21-23, 2019	\$3,605.52	Educationally Related Mental Health Services (ERMHS) 13.1 Page 7 of 10

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Anita Gillchrest	2019 California School Nurses Organization Conference	Monterey, CA	February 14-17, 2019	\$1,600.00	Special Education Fund
Manuela Colom, Marilyn Adrianzen, Kelli Hay	Putting It All Together - Promoting Student Success	SDCOE/ San Diego	December 5, 2018 February 20, 2019 April 24, 2019 May 16, 2019	\$249.00	Supplemental and Concentration Fund
Manuela Colom, Kelli Hay	LCAP Quarterly Network Meetings	SDCOE	December 13, 2018 February 14, 2019 May 2, 2019	\$0	No Cost

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)

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

14E.2 EXPENDITURE REPORT (Adrianzen)

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

14E.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$2,145.00 to help support and enrich our educational programs.

14E.4 FIFTH PROJECT AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) – AMENDMENT NO. 1 (Adrianzen/Branch)

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

14E.5 AGREEMENT WITH NINYO & MOORE - AMENDMENT NO. 2 (Adrianzen)

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

14E.6 PURCHASE OF ANNUAL PUBLIC PERFORMANCE SITE LICENSE FOR SCHOOL YEAR 2018-19 (Adrianzen)

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

14E.7 MEMORANDUM OF UNDERSTANDING WITH CATHOLIC CHARITIES FOR FOSTER GRANDPARENT PROGRAM (Colom/Reed)

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

14E.8 RESOLUTION NO. 18/19-0036 – BOARD COMPENSATION FOR MISSED MEETINGS (Potter)

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

14E.9 RESOLUTION NO. 18/19-0037 – BOARD COMPENSATION FOR MISSED MEETINGS (Potter)

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

14E.10 AGREEMENT WITH LIFETOUCH SCHOOL STUDIOS - AMENDMENT (Adrianzen)

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

14E.11 MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE 21ST CENTURY CCLC PROGRAM FOR 2018-19 (Colom)

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

14E.12 MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM FOR 2018-19 (Colom)

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

14E.13 AGREEMENT WITH WEATHERPROOFING TECHNOLOGIES INC. ALSO KNOWN AS TREMCO INCORPORATED (Adrianzen/Branch)

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

14E.14 AGREEMENT WITH WEST COAST AIR CONDITIONING COMPANY, INC. (Adrianzen/Branch)

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

15. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

Member Pallasigue made a motion to recess to Closed Session, seconded by Vice-President Gurmilan. The vote was unanimous.

16. GOVERNING BOARD – RECESSED to CLOSED SESSION at 8:18 p.m. in accordance with section 54954.5 regarding:**16.1 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION (Colom/Madera)**

(Subdivision (d)(1) of Government Code Section 54956.9)

Name of Case: Special Education Due Process Hearing Student vs. SYSD;

OAH Case No.: 2018090527

16.2 GOVERNMENT CODE SECTION 54957 (Zummo)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

16.3 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: 2

16.4 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

RECONVENED into OPEN SESSION at 10:11 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

17. ROLL CALL by Gina A. Potter, Ed.D., Superintendent

Mr. Humberto Gurmilan, Vice-President

Mrs. Irene Lopez, President

Mr. Rudy Lopez, Member

Mr. Antonio Martinez, Clerk

Mrs. Rosaleah Pallasigie, Member

The Board took the following action in Closed Session:

Joseph Sanchez, Legal Counsel, on behalf of the Board reported out the following :

- 1) Item 16.1 -The Board unanimously approved a settlement agreement in Office of Administrative Hearings Case No.: 2018090527.
- 2) Item 16.3 – Pursuant to California Government Code Section 54957.1, approval by a unanimous vote was given by the Board to accept a settlement offer signed by the opposing party in the case of Rodriguez vs. San Ysidro School District. The terms of the agreement include that Rodriguez will dismiss the case with a full waiver of claims in exchange for payment of \$92,500.00.

Member Pallasigie made the motion to adjourn, seconded by Clerk Martinez. The vote was unanimous.

18. ADJOURNMENT

Time: 10:13 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: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: klew

☐ Informational
☒ Action

AGENDA ITEM: APPOINTMENT OF DIRECTORS TO THE SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

BACKGROUND INFORMATION:

The San Ysidro Schools Public Financing Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for public purposes. No person shall be eligible to serve as a member of the Board of Directors of this Corporation except a person initially approved by resolution or minute order of the Governing Board of the San Ysidro School District.

Under the following provisions of the Corporation's Bylaws, the Corporation's Board of Directors shall:

- Section 3.3 Selection and Term of Office
Directors of the Corporation shall be designated by the Governing Board of the San Ysidro School District. Each Director of the Corporation shall hold office for four (4) years and until a successor has been designated and qualified.
- Section 3.4 Vacancies
The Directors of the Corporation are also members of the San Ysidro School District's Governing Board.

During the San Ysidro School District Governing Board's organizational meeting held on December 13, 2018, new members were elected and sworn in to serve in the District's Governing Board. The new Board members are being appointed as Directors of the Corporation.

RECOMMENDATION:

Appoint new Board Members: Irene Lopez, Rudy Lopez and Humberto Gurmilan, as Directors of the San Ysidro Schools Public Financing Corporation.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: klew

Financial Implications?

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

Requisition #

☐ Yes

☒ No

☐ Yes

☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MLW

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING AND APPROVAL OF THE
2017-18 ANNUAL & FIVE YEAR DEVELOPER FEE REPORT

BACKGROUND INFORMATION:

The purpose of Developer Fees imposed on new residential, commercial, and industrial development within the District is to fund the school facilities required to serve the additional grade K-8 students generated by such new development. The fees collected are used for the construction and/or acquisition of additional school facilities and the reconstruction of exiting school facilities to provide additional capacity. A proportional and reasonable relationship between the Developer Fees imposed on new development and the need for additional District school facilities exists because new development will generate new students to be enrolled in the District which will lead to increased need for school facilities. Homeowners currently being assessed for Mello-Roos are not subject to developer fees.

Pursuant to Sections 66006 and 66001 of the Government Code, the District shall make available to the public certain information relative to the collection of Statutory School Fees ("Fees") within 180 days after the last day of the fiscal year and at least 15 days prior to the public meeting of the Governing Board. This information shall consist of the beginning and ending balances; amount of fees collected and interest earned; and identification of the program on which fees were expended, including the percentage of the cost of the project funded by fees in connection with school facilities to accommodate additional students from new developments if funded or partially funded with fees.

A copy of the report was made available for public review. A Notice of Public Hearing was mailed to interested parties, and was posted at all of the District's school sites and website. The Public Hearing will be conducted during the January 24, 2019 Board meeting prior to the Governing Board's consideration for approval.

~ Report under separate cover ~

RECOMMENDATION:

Open/Close Public Hearing and approve the 2017-18 Annual & Five Year Developer Fee Report in compliance with Government Code Sections 66006 and 66001.

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

N/A

(Amount)

N/A

(Name of funding source and/or location)

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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


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

13.3
Page 1 of 1

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

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

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: APPOINT CITIZEN ADVISORY COMMITTEE TO EXPLORE THE
POSSIBILITY OF NAMING A FACILITY AT WILLOW ELEMENTARY
SCHOOL

BACKGROUND INFORMATION:

In accordance with Board Policy 7310(a), Naming of Facility, which states; A citizen advisory committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration, a group of names are being submitted for consideration to serve on a Citizen Advisory Committee.

Francisco Mata, Coordinator, Public Relations & Community Services, led the process of gathering the names of potential Citizen Advisory Committee members, which include San Ysidro citizens and Willow Elementary administrators, staff and parents.

Upon Board approval, the committee will schedule its first formal meeting to begin the process of making recommendations for the possible naming of a facility at Willow Elementary School.

RECOMMENDATION:

Appoint the Citizen Advisory Committee for possible naming of a Willow Elementary School Facility.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

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

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

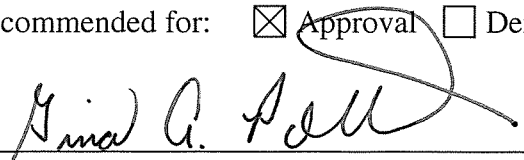
(Name of funding source and/or location)

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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


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

Names Submitted for Appointment to Citizen Advisory Committee

Manuel Bojorquez, Willow Principal

Jamie Mercado, Community Member

Nancy Alvarado, Willow Teacher

Jack Getcher, Community Member

Marissa Dorado, Willow Teacher

Elizabeth Cuen, Community Member

Maricela Talamantes, Parent & PTA President

Charlie Velasquez, Community Member

Minerva Downey, Parent & PTA Vice-President

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC)
FOR 2018-19

BACKGROUND INFORMATION:

In November 1988, California voters passed Proposition 98, also known as *The Classroom Instructional Improvement and Accountability Act*. This ballot initiative provides California's public schools with a stable source of funding. In return, all public schools in California are required annually to prepare the School Accountability Report Cards (SARCs) and disseminate them to the public. SARCs are intended to provide the public with important information about each public school and to communicate a school's progress in achieving its goals.

SARC content requirements: State and Federal laws require specific items to be reported in the following categories:
• demographic information, • school safety and climate for learning, • academic data, • school completion, • class size, teacher and staff information, • curriculum and instruction, • postsecondary preparation and • fiscal and expenditure data, pursuant to *EC* Sections 33126, 33126.1, 35256, and 52052, and Public Law 107-110 Section 1111(h) (2). Also, schools are required to have an annual facility inspection and this information needs to be reflected on the SARC in accordance with *EC* Sections 33126 and 33126.1.

SARCs must be published and submitted to the CDE no later than February 1st of each year.
-SARC reports under separate cover-

RECOMMENDATION:

Approve the publication of the School Accountability Report Cards for our seven schools for the 2018-19 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Parent Engagement – Parent participation in the educational process will increase annually.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

☐ Yes

☒ No

☐ Yes

☐ No

N/A

(Amount)

(Name of funding source and/or location)

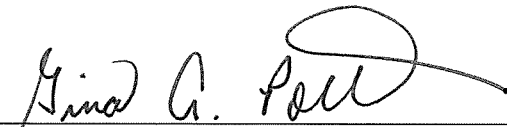
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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

14D.1

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: FIELD TRIP TO THE FLEET SCIENCE CENTER FOR STUDENTS AND FAMILIES TO PARTICIPATE IN THE HIGH TECH FAIR

BACKGROUND INFORMATION:

The Coordinator of Full Services, Community Schools and Attendance is requesting approval for students and families from San Ysidro Middle and Vista Del Mar Middle Schools to participate in the High Tech Fair, which will take place on January 17, 2019 at the Fleet Science Center in San Diego from 5:00-8:00 p.m.

The High Tech Fair is free event for students and their families to learn about the opportunities available to them as they pursue a career within a scientific field. In this event, the science that students learn in the classroom is complemented with real-life applications through interactive experiences provided by participating local STEM (science, technology, engineering and mathematics)-related industries.

There are no direct costs to this event, as transportation services for students and parents will be sponsored by the Fleet Science Center.

RECOMMENDATION:

Ratify the participation of students and their families from San Ysidro Middle and Vista Del Mar Middle Schools to the High Tech Fair scheduled for January 17, 2019 at no direct cost to the District.

LCAP GOAL AND ACTION/SERVICE:

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

☐ Yes ☒ No

☐ Yes ☒ No

Sponsored by Fleet
Science Center

(Amount)

(Name of funding source and/or location)

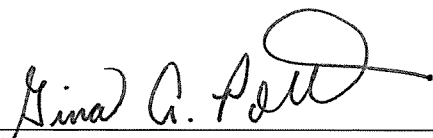
(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

14D.2

Page 1 of 1


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: MC
☐ Informational
☒ Action

AGENDA ITEM: FIELD TRIP TO HOLIDAY BOWL AND TOY GIVEAWAY

BACKGROUND INFORMATION:

San Ysidro Middle School students were invited to attend the Athlete's For Education Holiday Bowl and Toy Giveaway on December 17, 2018 at Kearny Mesa Bowl located at 7585 Clairemont Mesa Blvd. San Diego, CA 92111 from the hours of 1:00 p.m. to 5:00 p.m. Students from San Ysidro Middle School were chaperoned by our Student and Family Services Manager and the Outreach consultant. The only cost to the event was bus transportation to and from the school.

Athletes for Education (AFE) is a non-profit organization comprised of current and former professional athletes, entertainers, business and community leaders developed to help youth help themselves by providing support and mentorship. AFE encourages youth to reach life goals by developing self-confidence, self-esteem, teamwork and discipline. Their events support and reward at-risk youth from disadvantaged areas, with the goal of establishing lasting life skills that act as an investment in our youth and community. Students will be writing thank you letters before attending the field trip to teach them gratitude and appreciation for AFE'S generosity.

RECOMMENDATION:

Ratify the field trip and participation of fifty students from San Ysidro Middle School and two District chaperones to the Kearny Mesa Bowl to attend the Holiday Bowl and Toy Giveaway on December 17, 2018 at a cost not to exceed \$800.00 for transportation services 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

\$800.00

(Amount)

McKinney-Vento Fund

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

14D.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: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: "SHOP WITH A JOCK" EVENT AT WALMART STORE

BACKGROUND INFORMATION:

Students from the San Ysidro School District were invited to attend "Shop With a Jock" event at the Chula Vista Walmart by El Pollo Grill and the Castro Family. They collected donations from customers, local community agencies, and nearby businesses to bless McKinney-Vento students during the Holiday Season.

High School Jocks from Sweetwater Union High School District were invited to shop with our students. Over fifty students from our eight schools were selected to attend this event on December 19, 2018 from 6:30 p.m. to 9:30 p.m. and each child received a \$100.00 gift card.

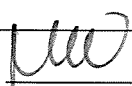
RECOMMENDATION:

Ratify the participation of approximately fifty students from the District to the "Shop with a Jock" event, which took place at Walmart Store in Chula Vista on December 19, 2018 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

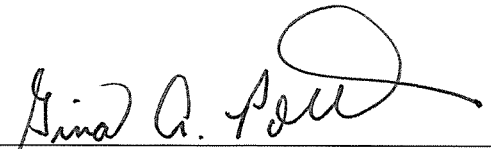
(Amount)

(Name of funding source and/or location)

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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


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

14D.4
Page 1 of 1

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: MC
☐ Informational
☒ Action

AGENDA ITEM: FIELD TRIP TO THE UNIVERSITY OF SAN DIEGO FOR STUDENTS FROM SMYTHE TO WATCH A WOMEN'S BASKETBALL GAME

BACKGROUND INFORMATION:

The Principal from Smythe Elementary is requesting approval for sixth grade students to go on a field to the University of San Diego and watch a women's basketball game. This event will take place on January 17, 2019 from 9:45 – 1:30 p.m.

A total of 91 sixth grade students will be attending and will be chaperoned by 5 teachers and the Principal. Students will have a tour of the campus, eat lunch in the residence hall and watch a women's basketball game.

There is no direct cost for this event, as transportation services and meals for students will be sponsored by the University of San Diego Athletic Department/Student Outreach.

RECOMMENDATION:

Ratify the field trip to the University of San Diego for sixth grade students from Smythe Elementary to watch a women's basketball game on January 17, 2019 at no direct cost to the District.

LCAP GOAL AND ACTION/SERVICE:

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: MC

Financial Implications?

☐ Yes ☒ No

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

☐ Yes ☒ No

Requisition #

Sponsored by USC

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

14D.5

Page 1 of 1


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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - JANUARY

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 January 24, 2019 Board meeting:

- 2019 Science K-12 Instructional Materials Fair
- School Counselor Leadership Conference 2019
- All About Girls of Color Training
- Section 504 Training – Policies, Procedures, Plans and Practices
- Governor's Budget Workshop
- Reclaiming the Child: Advancing Equity in Early Childhood Education
- National Conference on Digital Convergence
- History-Social Science Conference – From Inquiry to Action
- CAASPP/ELPAC 2018-19 Pretest Workshop
- Crisis Intervention and Recovery: The Roles of School Based Mental Health
- Homeless Education Coordinators' Meeting
- U and I in Suicide – Addressing the Crisis in Youth Suicide Workshop
- ACSA Every Child Counts Symposium: See Me, Hear Me, Teach Me

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

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

APPROXIMATE COST

\$12,650.00

(Amount)

General, Title II, QPI, McKinney-Vento, LCAP
and Special Ed. Funds

(Name of funding source and/or location)

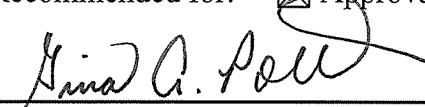
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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification: 14D.6

Page 1 of 4


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

PROFESSIONAL DEVELOPMENT**Item 14D.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
David Alkass, Michelle Patterson, Nadean Perez, Juan Torres, Carolanne Brandt, Sarina Hemungkorn, Marisela Lozano, Nikole Scarlett	2019 Science K-12 Instructional Materials Fair	SDCOE	February 6, 2019	\$1,400.00	General Fund
Lupita Garcia, Dalia Gonzalez G., Sylvia Robledo	School Counselor Leadership Conference 2019	San Diego	February 14, 2019	\$375.00	General Fund
Manuel Bojorquez, Consuelo Carranza, Marlo Vasquez, Luis Ramos, Nadia Aviles, Maria Rodriguez	All About Girls of Color Training	San Diego	January 25, 2019	\$450.00	Title II Fund
Kelli Hay Veronica Medina	Section 504 Training: Policies, Procedures, Plans and Practices	San Diego	January 30, 2019	\$300.00	Supplemental & Concentration and McKinney Vento Funds
Marilyn Adrianzen, Amber Elliott, Daniel Chavez	Governor's Budget Workshop	Ontario, CA	January 16, 2019	\$675.00	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Lorena Varela R., Nancy Serrano	16th Annual Early Years Conference 2019	San Diego	Friday, February 22, 2019	\$1,785.00	QPI Fund
Begonia Hidalgo, Sandra Ferguson, Ernestina Lopez, Matilde Diaz, Martha Gutierrez, Leticia Martinez, Cecilia Cruz, Graciela Calderon, Eva Marquez, Cristina Renteria, Audrey Valvekens, Cecilia Rodriguez, Olivia Garcia, Ana Sepulveda-N., Erika Lopez M., Ruth Gallegos, Amy Haven, Melissa Hendrick, Kayla Edgmon			Saturday, February 23, 2019		
Gina Potter, Manuela Colom, Todd Lewis	National Conference on Digital Convergence	La Jolla	February 4-5, 2019	\$1,050.00	General Fund
Luis Ramos, Diane Steele, Russell Little, Efrain Burciaga, Manuel Bojorquez, Maria Rodriguez, Nadia Aviles, Marielena Amezcua, Erin Cuevas, Martha Sanchez Natalie LaRosa, Ebony Peralta, Sylvia Cervantes, Clarissa Marking,	History-Social Science Conference - From Inquiry to Action	SDCOE	February 8, 2019	\$2,850.00	Title II Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Drina Bedoya, David Alkass, Carolanne Brandt, Irene Herrera C.					
Cynthia Gonzalez	CAASPP/ELPA C 2018-19 Pretest Workshop	San Diego	January 30, 2019	\$0	No Cost
Veronica Medina	Crisis Intervention and Recovery: The Roles of School Based Mental Health	SDCOE	February 4-5, 2019	\$85.00	McKinney- Vento Fund
Veronica Medina	Homeless Education Coordinators' Meeting	Sacramento	February 27-28, 2019	\$1,400.00	McKinney- Vento Fund
Oscar Madera, Rick Quintana, Denise Villescaz, Brianna Minton, Karina Victorino,	U and I in Suicide: How Can We Address the Crisis in Youth Suicide Workshop	Vista, CA	February 1, 2019	Mileage	
Oscar Madera, Rick Quintana	ACSA Every Child Counts Symposium: See Me, Hear Me, Teach Me	Anaheim, CA	February 13-15, 2019	\$2,324.00 Registration fees will be sponsored by SELPA	Special Education Fund

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #6 (November 14, 2018 through January 14, 2019):
▪ General Fund: 0000004250-0000004257, 0000004262, 0000004264, 0000004267-0000004271, 0000004273-0000004278, 0000004280-0000004285, 0000004287-0000004289, 0000004292-0000004293, 0000004295-0000004300, 0000004302—0000004303, 0000004305-0000004308, 0000004310-0000004315, 0000004322-0000004328, 0000004330-0000004344, 0000004346-0000004360, 0000004362, 0000004364-000000436, 0000004369-0000004375, 0000004377-0000004379, 0000004381, 0000004385-0000004386, 0000004388-0000004398, 0000004400-0000004401, 0000004403-0000004404, 0000004406-0000004418, 0000004420, 0000004422-0000004425
▪ Child Development Fund: 0000004272, 0000004301, 0000004368, 0000004419
▪ Child Nutrition Fund: 0000004286, 0000004329, 00000004361, 0000004363, 0000004383, 0000004387
▪ Capital Facilities Fund: 0000004279, 0000004290-0000004291, 0000004380, 0000004380, 0000004382.

RECOMMENDATION:

Ratify the following purchase orders incurred by the District during the period November 14, 2018 through January 14, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: MAW

Financial Implications?

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

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

Varies

(Amount)

As listed above

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

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

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004250	11/20/2018	004543	SCHOOL OUTFITTERS		0100	6500000	4300001	054	230.33
0000004251	11/20/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	6500000	5200003	054	200.00
0000004252	11/20/2018	000506	DION INTERNATIONAL TRUCK INC.		0100	0982000	5600005	074	3,925.35
0000004253	11/20/2018	000379	HAWTHORNE MACHINERY		0100	0982000	5600005	074	6,158.30
0000004254	11/20/2018	0000000207	MARJORIE P. BLOCK		0100	6500000	5800010	054	1,000.00
0000004255	11/20/2018	004309	BEST BEST & KRIEGER LLP		0100	0000000	5800002	063	42,058.33
0000004256	11/20/2018	004678	AMAZON.COM, INC.		0100	0000000	4300011	064	173.46
0000004257	11/20/2018	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	79.72
0000004262	11/20/2018	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300001	016	632.72
0000004264	11/20/2018	004678	AMAZON.COM, INC.		0100	0000000	4300011	062	439.60
0000004267	11/20/2018	004560	US GAMES		0100	0000000	4300001	024	454.33
0000004268	11/20/2018	003113	PHONAK HEARING SYSTEMS		0100	6500000	4300001	054	2,809.04
0000004269	11/26/2018	004560	US GAMES		0100	0000000	4300013	012	372.12
0000004270	11/26/2018	000409	SAN DIEGO UNION-TRIBUNE		0100	0000000	5800010	064	231.35
0000004271	11/27/2018	000809	OFFICE DEPOT		0100	0000000	4300001	016	1,388.77
0000004273	11/27/2018	000041	BEAR COMMUNICATIONS, INC.		0100	0000000	4300011	020	5,171.74
0000004274	11/27/2018	004742	ALBERTO CARLOS HERRERA A&M TEAM SALES		0100	0980002	5800010	061	1,163.71
0000004275	11/28/2018	0000000534	EMERGENCYKITS.COM		0100	0000000	4300000	010	2,132.83
0000004276	11/29/2018	0000000190	PEOPLEADMIN, INC.		0100	0000000	5800010	062	9,187.82
0000004277	11/29/2018	001822	BARNES AND NOBLE		0100	3010000	4300001	016	991.86
0000004278	11/30/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	012	48.25
0000004280	11/30/2018	0000000463	CALIFORNIA WESTERN VISUALS		0100	0000000	4300002	067	2,797.63
0000004281	11/30/2018	000041	BEAR COMMUNICATIONS, INC.		0100	0000000	4300000	010	3,959.62
0000004282	11/30/2018	0000000537	SOUTHERN CALIFORNIA BALLET		0100	0000000	5800017	022	325.00
0000004283	12/3/2018	001702	COMMON GOAL SYSTEM		0100	0000001	5800010	061	4,292.00
0000004284	12/3/2018	0000000538	AMERICAN SWING PRODUCTS, INC		0100	8150000	4300007	070	268.21
0000004285	12/3/2018	004601	SIR SPEEDY PRINTING 02890		0100	0000000	4300011	064	145.47
0000004287	12/4/2018	000809	OFFICE DEPOT		0100	0000000	4300011	071	1,237.82
0000004288	12/4/2018	002056	BLACKIE'S TROPHIES & AWARDS		0100	0000000	4300011	063	15,000.00
0000004289	12/4/2018	003589	HENRY APONTE		0100	0000000	4300012	022	1,827.00
0000004292	12/5/2018	003722	PEARSON		0100	6500000	4300003	054	316.34
0000004293	12/5/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	0000000	5200003	012	800.00
0000004295	12/5/2018	004792	FUN AND FUNCTION, LLC		0100	6500000	4300001	054	161.56
0000004296	12/5/2018	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	107.34
0000004297	12/5/2018	0000000539	THOMPSON & COLEGATE LLP		0100	0000000	5800010	071	1,309.22
0000004298	12/5/2018	004678	AMAZON.COM, INC.		0100	0000000	4300012	020	728.86
0000004299	12/5/2018	001012	CDW GOVERNMENT LLC		0100	0000000	4400000	010	6,676.15
0000004300	12/5/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	010	538.64
0000004301	12/5/2018	004678	AMAZON.COM, INC.		0100	0000000	4300011	064	1,185.85
0000004305	12/5/2018	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	823.11
0000004305	12/7/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	3327000	5200003	054	70.00
0000004306	12/7/2018	001012	CDW GOVERNMENT LLC		0100	0000000	4300001	012	1,276.45
0000004307	12/7/2018	001725	SPINITAR/PRESENTATION PRODUCTS		0100	0000000	6400000	016	6,844.61
0000004308	12/7/2018	001161	HOME DEPOT		0100	0000000	4300013	022	192.87

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004310	12/7/2018	000379	HAWTHORNE MACHINERY		0100	0982000	5600005	074	16,599.65
0000004311	12/7/2018	0000000542	CASTO CHAPTER 3		0100	0982000	5200003	074	150.00
0000004312	12/7/2018	004336	MARISELA LOZANO		0100	0000000	5800010	062	1,500.00
0000004313	12/7/2018	0000000525	MARIA RAYGOZA		0100	0000000	5800010	062	1,500.00
0000004314	12/7/2018	0000000526	JOSEFINA VILLEGAS		0100	0000000	5800010	062	1,500.00
0000004315	12/7/2018	0000000522	NOHEMY YESCAS		0100	0000000	5800010	062	1,500.00
0000004322	12/10/2018	000983	CASBO		0100	0000000	5200003	071	890.00
0000004323	12/10/2018	001183	SCHOLASTIC READING CLUB		0100	0000000	4200000	024	161.09
0000004324	12/10/2018	003573	R&L PERFORMANCE AUTO SERVICE		0100	8150000	5600005	070	537.77
0000004325	12/10/2018	000041	BEAR COMMUNICATIONS, INC.		0100	0000000	4300011	022	1,815.38
0000004326	12/10/2018	003722	PEARSON		0100	6500000	4300003	054	3,747.11
0000004327	12/10/2018	000809	OFFICE DEPOT		0100	0000000	4300001	022	2,776.50
0000004328	12/10/2018	004571	DOMTAR PAPER CO. LLC		0100	0000000	4300011	064	3,210.96
0000004330	12/10/2018	000675	ROYAL LINES		0100	0000001	5800017	022	3,907.50
0000004331	12/10/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	024	9,519.54
0000004332	12/10/2018	004901	AGUILAR & ASSOCIATES		0100	9010075	6200007	080	48,090.00
0000004333	12/11/2018	001755	WILLIAM V. MAC GILL & CO.		0100	0000000	4300010	020	605.24
0000004334	12/11/2018	004056	OPTIMUM FLOORCARE		0100	0000000	4300020	024	1,000.00
0000004335	12/11/2018	001012	CDW GOVERNMENT LLC		0100	0000000	4300011	024	603.31
0000004336	12/11/2018	004678	AMAZON.COM, INC.		0100	0000000	4300011	024	417.98
0000004337	12/11/2018	001755	WILLIAM V. MAC GILL & CO.		0100	0000000	4300010	025	90.51
0000004338	12/11/2018	002016	EDUCATIONAL DATA SYSTEMS		0100	0000000	4300003	057	43.69
0000004339	12/11/2018	001178	SAN DIEGO COUNTY		0100	0000000	4300050	073	183.18
0000004340	12/11/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	4035000	5200003	061	2,850.00
0000004341	12/11/2018	0000000349	LHE, INC		0100	0000000	4300011	061	87.21
0000004342	12/11/2018	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	182.92
0000004343	12/11/2018	0000000545	ALLIANCE FOR AFRICAN ASSISTANCE		0100	6500000	5800010	054	2,000.00
0000004344	12/11/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	016	1,797.84
0000004346	12/11/2018	0000000138	BILL HOWE PLUMBING, INC		0100	8150000	5600005	070	652.30
0000004347	12/11/2018	004678	AMAZON.COM, INC.		0100	0000000	4300001	012	496.39
0000004348	12/11/2018	002037	PERMA BOUND PUB.		0100	0000000	4300001	016	4,400.73
0000004349	12/11/2018	001643	ATKINSON, ANDELSON, LOYA, RUUD		0100	0000000	5800002	063	3,628.22
0000004350	12/11/2018	002776	CPI		0100	4035000	5800006	061	1,280.00
0000004351	12/11/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	0000000	5200003	050	65.00
0000004352	12/11/2018	0000000390	DANNIS WOLIVER KELLEY		0100	0000000	5800150	054	1,056.00
0000004353	12/11/2018	0000000138	BILL HOWE PLUMBING, INC		0100	8150000	5600005	070	1,378.36
0000004354	12/12/2018	0000000397	HORIZON DISTRIBUTORS		0100	0000000	4300014	069	896.46
0000004355	12/12/2018	001510	EWING IRRIGATION		0100	0000000	4300014	069	2,651.00
0000004356	12/13/2018	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	024	12,008.71
0000004357	12/13/2018	001093	KONE INC		0100	8150000	5600005	070	1,844.40
0000004358	12/14/2018	000809	OFFICE DEPOT		0100	0000000	4300011	022	808.75
0000004359	12/14/2018	001685	COMPLIANCE POSTER COMPANY		0100	0000000	4300011	062	340.02
0000004360	12/14/2018	003934	ANYTIME SIGN SOLUTION, INC		0100	0000000	4300011	064	161.47
0000004362	12/14/2018	000809	OFFICE DEPOT		0100	0000000	4300001	012	1,324.11

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004364	12/18/2018 001906	LEARNING A-Z		LICENSE FEES	0100	3010000	4300001	014	439.80
0000004365	12/18/2018 001012	CDW GOVERNMENT LLC		OFFICE SUPPLIES	0100	0000000	4300011	064	309.25
0000004366	12/18/2018 000809	OFFICE DEPOT		OFFICE SUPPLIES	0100	5630000	4300011	061	263.98
0000004369	12/18/2018 000273	SCHOLASTIC, INC		INSTRUCTIONAL SUPPLIES	0100	0000000	4200000	024	185.87
0000004370	12/18/2018 000437	CURRICULUM ASSOC. INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4200000	024	775.80
0000004371	12/18/2018 002037	PERMA BOUND PUB.		INSTRUCTIONAL SUPPLIES	0100	0300012	4300006	012	503.44
0000004372	12/18/2018 000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	018	2,971.18
0000004373	12/18/2018 000058	DEMCO INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	84.82
0000004374	12/18/2018 000809	OFFICE DEPOT		INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	024	158.91
0000004375	12/18/2018 003192	WAL- MART COMMUNITY/GEGRB		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	400.00
0000004377	12/19/2018 000000307	RIOT CREATIVE IMAGING		MAINTENANCE SUPPLIES - Mural Material -LM/SM	0100	9010075	6200007	080	12,733.96
0000004378	12/19/2018 004525	ALLTECH IMAGING TECHNOLOGIES		CONTRACTED SERVICES	0100	0000000	5800010	012	188.00
0000004379	12/19/2018 004726	AUTO UPHOLSTERY MASTERS		CONTRACTED SERVICES	0100	0982000	5600005	074	1,580.00
0000004381	12/20/2018 000146	LAKESHORE		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	387.47
0000004385	12/20/2018 001178	SAN DIEGO COUNTY		CONTRACTED SERVICES -Principals Coaching Servs.	0100	4035000	5800010	061	23,700.00
0000004386	12/20/2018 002682	BENCHMARK EDUCATION COMPANY		CONTRACTED SERVICES - PD Training Sessions	0100	4035000	5800010	061	28,000.00
0000004388	12/20/2018 000762	SOUTH BAY FENCE, INC.		CONTRACTED SERVICES	0100	8150000	5600005	070	2,295.00
0000004389	12/20/2018 000000548	ADAPTIVE TECH SOLUTIONS, LLC		INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	276.61
0000004390	12/20/2018 004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	3,738.75
0000004391	12/20/2018 000000549	ACES		PROFESSIONAL SERVICES - Non-Public	0100	6500000	5800010	054	83,693.36
0000004392	12/20/2018 000000389	GARY SNEAG O.D. OPTOMETRIC CORP		CONTRACTED SERVICES	0100	6500000	5800010	054	95.00
0000004393	12/20/2018 000000548	ADAPTIVE TECH SOLUTIONS, LLC		INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	258.49
0000004394	12/20/2018 004309	BEST BEST & KRIEGER LLP		LEGAL FEES	0100	0000000	5800002	063	18,720.50
0000004395	12/20/2018 004309	BEST BEST & KRIEGER LLP		LEGAL FEES	0100	0000000	5800002	063	35,421.33
0000004396	12/21/2018 000588	SCHOOL SERVICES OF CALIFORNIA		CONTRACTED SERVICES	0100	0000000	5800010	071	3,660.00
0000004397	12/21/2018 000000550	BELSON OUTDOORS LLC		OUTDOOR EQUIPMENT	0100	0000000	4400000	010	9,271.64
0000004398	12/21/2018 003934	ANYTIME SIGN SOLUTION, INC		MAINTENANCE SUPPLIES	0100	8150000	4300007	070	1,000.00
0000004400	12/21/2018 000000551	SUPERIOR READY MIX CONCRETE LP		GROUPS SUPPLIES	0100	8150000	4300007	070	700.00
0000004401	12/21/2018 000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	012	6,296.91
0000004403	12/21/2018 000000390	DANNIS WOLIVER KELLEY		LEGAL FEES	0100	0000000	5800150	054	1,218.00
0000004404	12/21/2018 000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	016	6,296.91
0000004406	1/4/2019 0000000115	LENOVO FINANCIAL SERVICES		COMPUTER LEASE AGREEMENT	0100	0000000	5600019	071	317,560.34
0000004407	1/4/2019 0000000553	CAL WEST VISUALS INC.		TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	3,465.68
0000004408	1/7/2019 000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	018	2,365.56
0000004409	1/7/2019 0000000552	NICK MARINOVICH		PROFESSIONAL SERVICES/ Bond Committee	0100	0000000	5800010	071	29,000.00
0000004410	1/7/2019 001480	SCHOOL NURSE SUPPLY, INC.		MEDICAL SUPPLIES	0100	0000000	4300000	012	452.17
0000004412	1/7/2019 001161	HOME DEPOT		MEDICAL SUPPLIES	0100	0000000	4300010	018	235.97
0000004413	1/7/2019 002721	CALIFORNIA ELECTRIC SUPPLY		MAINTENANCE SUPPLIES	0100	8150000	4400000	010	6,507.24
0000004413	1/7/2019 001980	LOS ANGELES FREIGHTLINER		CONTRACTED SERVICES	0100	0982000	5600005	074	2,162.35
0000004414	1/7/2019 0000000557	J&S ASPHALT, PAVING, SEALING &		CONTRACTED SERVICES -Asphalt Repairs	0100	8150000	5600005	070	18,237.00
0000004415	1/8/2019 001643	ATKINSON, ANDELSON, LOYA, RUUD		LEGAL SERVICES	0100	0000000	5800002	063	1,054.50
0000004416	1/8/2019 0000000292	WINET PATRICK GAYER CREIGHTON		LEGAL SERVICES JPA	0100	0000000	5800002	071	5,540.69
0000004417	1/8/2019 000379	HAWTHORNE MACHINERY		CONTRACTED SERVICES	0100	0982000	5600005	074	4,580.73
0000004418	1/10/2019 004448	SWANK MOVIE LICENSING USA		LICENSING	0100	0000000	5800006	061	2,986.00

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004420	1/10/2019 000588	SCHOOL SERVICES OF CALIFORNIA		REGISTRATION FEE	0100	0000000	5200003	071	450.00
0000004422	1/11/2019 001012	CDW GOVERNMENT LLC		IT SUPPLIES	0100	0000000	4400000	067	2,076.23
0000004423	1/11/2019 002506	EDUCATIONAL TESTING SERVICE		INSTRUCTIONAL SUPPLIES	0100	0000000	4300003	057	1,169.39
0000004424	1/14/2019 001755	WILLIAM V. MAC GILL & CO.		MEDICAL SUPPLIES	0100	0000000	4300010	024	493.13
0000004425	1/14/2019 004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	161.56
Total for 0100									914,116.20
0000004272	11/27/2018 000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	1200	5210000	4300020	076	2,136.93
0000004301	12/5/2018 000828	POSITIVE PROMOTIONS		OFFICE SUPPLIES	1200	9024000	4300333	076	397.17
0000004368	12/18/2018 000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	1200	5210000	4300020	076	1,842.00
0000004419	1/10/2019 004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	1200	5210000	4300001	076	2,155.65
Total for 1200									6,531.75
0000004286	12/3/2018 003377	SOUTHWEST SCHOOL & OFFICE		OFFICE SUPPLIES	1300	5310000	4300011	085	54.15
0000004329	12/10/2018 000000544	HEARTLAND SCHOOL SOLUTIONS		CONTRACTED SERVICES	1300	5310000	5800010	085	2,775.00
0000004361	12/14/2018 003573	R&L PERFORMANCE AUTO SERVICE		MAINTENANCE SERVICES	1300	5310000	5600005	085	699.57
0000004363	12/17/2018 000000547	INDUSTRIAL ELECTRIC		CONTRACTED SERVICES	1300	5310000	5600005	085	120.00
0000004383	12/20/2018 000000088	TECH-24		CONTRACTED SERVICES	1300	5310000	5600005	085	1,070.26
0000004387	12/20/2018 000901	COUNTY OF SAN DIEGO		CONTRACTED SERVICES	1300	5310000	5800010	085	2,100.00
Total for 1300									6,818.98
0000004279	11/30/2018 001012	CDW GOVERNMENT LLC		OFFICE SUPPLIES	2518	9010000	4400000	024	3,012.97
0000004290	12/4/2018 001763	RCP BLOCK & BRICK		GROUNDS SUPPLIES	2518	9010000	4300000	024	1,047.10
0000004291	12/4/2018 001510	EWING IRRIGATION		GROUNDS SUPPLIES	2518	9010000	4300000	024	3,788.19
0000004380	12/20/2018 000762	SOUTH BAY FENCE, INC.		CONTRACTED SERVICES	2518	9010000	6200002	024	3,765.00
0000004382	12/20/2018 001527	RANCHO SAN DIEGO NURSERY INC		GROUNDS SUPPLIES	2518	9010000	4300000	024	864.00
Total for 2518									12,477.26
0000004376	12/19/2018 004822	CALIFORNIA FINANCIAL SERVICES		PROFESSIONAL SERVICES - CDF Facilities	4901	9010000	5800010	010	20,000.00
Total for 4901									20,000.00
Grand Total									959,944.19

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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 November 28, 2018 through January 14, 2019 with checks #14-481479 through #14-497021 for a total expenditure of \$2,479,992.24 from the following sources:

General Fund - \$1,976,949.14
Child Development - \$2,540.60
Child Nutrition - \$225,465.46
Capital Facilities - \$255,037.04
Capital Projects- \$20,000.00

RECOMMENDATION:

Ratify the expenditures incurred by the District during the period of November 28, 2018 through January 14, 2019 for a total expenditure of \$2,479,992.24.

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

\$2,479,992.24

(Amount)

Various (see above)

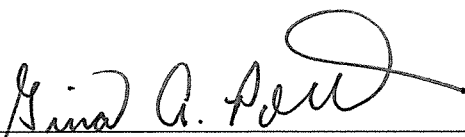
(Name of funding source and/or location)

--

(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

**14E.2
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Warrant ID	Payee	Payment Date	Amount	Fund	Description
14481479	SMART & FINAL	11/28/2018	\$ 99.39	0100	PATHWAYS - INST. SUPPLIES
14482173	MARJORIE P. BLOCK	11/29/2018	\$ 1,000.00	0100	PROFESSIONAL SERVICES
14482174	CALIFORNIA WESTERN VISUALS	11/29/2018	\$ 8,705.44	0100	TECHNOLOGY SUPPLIES
14482175	HENRY APONTE	11/29/2018	\$ 2,440.35	0100	INSTRUCTIONAL SUPPLIES
14482176	SAN YSIDRO SCHOOL DISTRICT	11/29/2018	\$ 5,903.51	0100	OCTOBER REPLENISH PCARD
14482712	STUDENT LAP TRACKER	11/30/2018	\$ 595.00	0100	INSTRUCTIONAL SERVICES
14482713	TENCERSHERMAN LLP	11/30/2018	\$ 5,305.00	0100	PROFESSIONAL SERVICES
14482714	CALIFORNIA WESTERN VISUALS	11/30/2018	\$ 4,199.46	0100	INSTRUCTIONAL SUPPLIES
14482715	MARISSA BRADLEY	11/30/2018	\$ 208.00	0100	PROPERTY DAMAGE
14482716	BLACKIE'S TROPHIES & AWARDS	11/30/2018	\$ 2,096.70	0100	OFFICE SUPPLIES
14482717	ACSA	11/30/2018	\$ 1,525.00	0100	DUES & MEMBERSHIP
14482718	AT&T	11/30/2018	\$ 4,214.58	0100	OCTOBER PHONE BILL
14483135	ADAPTIVE SPECIALTIES, LLC	12/3/2018	\$ 661.23	0100	INSTRUCTIONAL SUPPLIES
14483136	ALEJANDRA RODRIGUEZ	12/3/2018	\$ 135.32	0100	REGISTRATION FEE
14483137	CHRISTINE HILLS	12/3/2018	\$ 100.00	0100	REGISTRATION FEE
14483138	NEXT DAY PRINTED TEES	12/3/2018	\$ 280.78	0100	UNIFORMS & TEES
14483139	SPRINT	12/3/2018	\$ 4,077.63	0100	CONTRACTED SERVICES
14483140	MONICA YRINEO	12/3/2018	\$ 70.00	0100	REFRESHMENTS
14483141	ROCIO ALVARADO	12/3/2018	\$ 273.96	0100	REFRESHMENTS
14483143	AMAZON.COM, INC.	12/3/2018	\$ 5,782.97	0100	INSTRUCTIONAL SUPPLIES
14483627	PNC EQUIPMENT FINANCE, LLC	12/4/2018	\$ 124,415.86	0100	A/C UNITS FINANCE PAYMENT
14483630	ALEXIS TAPIA	12/4/2018	\$ 30.52	0100	MILEAGE
14483631	SOUTHERN CALIFORNIA BALLET	12/4/2018	\$ 325.00	0100	ADMISSIONS
14483632	SAN DIEGO GAS & ELECTRIC	12/4/2018	\$ 88,499.40	0100	UTILITIES(GAS & ELECTRICT)
14483633	WAXIE SANITARY SUPPLY	12/4/2018	\$ 3,391.67	0100	CUSTODIAL SUPPLIES
14483639	JOHNSON CONTROLS	12/4/2018	\$ 689.00	0100	CONTRACTED SERVICES
14483643	HOTSY EQUIPMENT COMPANY	12/4/2018	\$ 166.81	0100	GROUPS SUPPLIES
14483646	PTM DOCUMENT SYSTEMS	12/4/2018	\$ 4,572.93	0100	OFFICE SUPPLIES
14483649	SPARKLETT'S	12/4/2018	\$ 115.14	0100	CONTRACTED SERVICES
14483650	ANTONIO RAMIREZ	12/4/2018	\$ 959.75	0100	MILEAGE
14484719	PABLO J. SAINZ	12/5/2018	\$ 40.00	0100	MILEAGE
14484730	WAL- MART COMMUNITY/GEGRB	12/5/2018	\$ 67.48	0100	GROUPS SUPPLIES
14484735	MARY TUCKER	12/6/2018	\$ 44.69	0100	MILEAGE

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14484676	CYNTHIA M. GONZALEZ	12/6/2018	\$ 461.44	0100	REIMBURSEMENT(CONFERENCE)
14484677	MICHELLE PATTERSON	12/6/2018	\$ 154.51	0100	REIMBURSEMENT
14484679	MANUEL BOJORQUEZ	12/6/2018	\$ 207.15	0100	REIMBURSEMENT
14484680	ANITA GILLCHREST	12/6/2018	\$ 301.17	0100	MILEAGE
14484681	PATRICIA CARO	12/6/2018	\$ 46.76	0100	MILEAGE
14484682	SMART & FINAL	12/6/2018	\$ 127.22	0100	REFRESHMENTS
14484683	RODOLFO LINARES	12/6/2018	\$ 190.00	0100	NALEO CONFERENCE
14484684	NIRVANA BUSTOS	12/6/2018	\$ 80.01	0100	MILEAGE
14485264	GROSSMONT UNION HIGH SCHOOL	12/7/2018	\$ 6,788.90	0100	CONTRACTED SERVICES
14485774	PEOPLEADMIN, INC.	12/10/2018	\$ 9,187.82	0100	PEOPLEADMIN - TALENTED RECORDS
14485775	ACHIEVE3000, INC	12/10/2018	\$ 23,408.75	0100	CONTRACTED SERVICES
14485776	THOMPSON & COLEGATE LLP	12/10/2018	\$ 1,309.22	0100	PROFESSIONAL SERVICES
14485777	SAN DIEGO UNION-TRIBUNE	12/10/2018	\$ 231.35	0100	PROFESSIONAL SERVICES
14485778	WAL- MART COMMUNITY/GECRB	12/10/2018	\$ 76.14	0100	INSTRUCTIONAL SUPPLIES
14485779	FASTENAL COMPANY	12/10/2018	\$ 619.13	0100	MAINTENANCE SUPPLIES
14486373	MARTA RODRIGUEZ DE TORRES	12/11/2018	\$ 24.58	0100	MILEAGE
14486374	NADIA AVILES	12/11/2018	\$ 79.34	0100	REIMBURSEMENT
14486375	LUPITA GARCIA	12/11/2018	\$ 55.00	0100	REIMBURSEMENT
14486376	JORGE VON BORSTEL	12/11/2018	\$ 30.00	0100	REGISTRATION FEES
14486377	MARGARITA MEZA	12/11/2018	\$ 24.00	0100	TB TEST REFUND
14486379	SYLVIA ROBLEDO	12/11/2018	\$ 49.63	0100	REIMBURSEMENT
14486380	SCHOOL SPECIALTY	12/11/2018	\$ 665.45	0100	INSTRUCTIONAL SUPPLIES
14486381	REPUBLIC SERVICES	12/11/2018	\$ 12,646.46	0100	UTILITIES(WASTE)
14486382	COOLE SCHOOL	12/11/2018	\$ 592.20	0100	INSTRUCTIONAL SUPPLIES
14486383	KELLI HAY	12/11/2018	\$ 204.17	0100	REIMBURSEMENT(CONFERENCE)
14487111	NOHEMY YESCAS	12/12/2018	\$ 1,500.00	0100	REGISTRATION FEES
14487112	MARIA RAYGOZA	12/12/2018	\$ 1,500.00	0100	REGISTRATION FEES
14487113	PRUDENTIAL OVERALL	12/12/2018	\$ 111.56	0100	CONTRACTED SERVICES
14487114	SAN DIEGO GAS & ELECTRIC	12/12/2018	\$ 14,640.36	0100	UTILITIES(GAS & ELECTRICT)
14487115	CITY TREASURER	12/12/2018	\$ 7,995.26	0100	UTILITIES(WATER)
14487116	SPRINT	12/12/2018	\$ 4,174.35	0100	CONTRACTED SERVICES
14487117	PITNEY BOWES	12/12/2018	\$ 382.49	0100	CONTRACTED SERVICES
14487119	CLARK SECURITY PRODUCTS	12/12/2018	\$ 52.84	0100	MAINTENANCE SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14487120	PEARSON	12/12/2018	\$ 316.34	0100	INSTRUCTIONAL SUPPLIES
14487678	P.I.P.S.	12/13/2018	\$ 75,073.50	0100	PROFESSIONAL SERVICES(JPA)
14487679	EPIC SPORTS INC	12/13/2018	\$ 3,940.58	0100	INSTRUCTIONAL SUPPLIES
14487680	BILL HOWE PLUMBING, INC	12/13/2018	\$ 652.30	0100	CONTRACTED SERVICES
14487681	ACCO BRANDS USA LLC	12/13/2018	\$ 178.76	0100	OFFICE SUPPLIES
14487682	DRYERASEBOARD.COM	12/13/2018	\$ 1,810.30	0100	INSTRUCTIONAL SUPPLIES
14487683	JOSEFINA VILLEGAS	12/13/2018	\$ 1,500.00	0100	REGISTRATION FEES
14487684	WILKINSON HADLEY KING &	12/13/2018	\$ 1,825.00	0100	CONTRACTED SERVICE S
14487685	CURRICULUM ASSOC. INC.	12/13/2018	\$ 5,402.41	0100	INSTRUCTIONAL SUPPLIES
14487686	SCHOOL SPECIALTY	12/13/2018	\$ 3,012.38	0100	INSTRUCTIONAL SUPPLIES
14487687	OFFICE DEPOT	12/13/2018	\$ 255.83	0100	INSTRUCTIONAL SUPPLIES
14487688	CALIFORNIA DEPT. OF JUSTICE	12/13/2018	\$ 637.00	0100	CONTRACTED SERVICES
14487689	COMMON GOAL SYSTEM	12/13/2018	\$ 4,292.00	0100	SUBSCRIPTION FEES
14487690	PRO ED	12/13/2018	\$ 85.80	0100	INSTRUCTIONAL SUPPLIES
14487691	SAN DIEGO COUNTY SUPERINTENDEN	12/13/2018	\$ 500.00	0100	REGISTRATION FEES
14487692	HENRY APONTE	12/13/2018	\$ 2,739.01	0100	INSTRUCTIONAL SUPPLIES
14487693	PEARSON	12/13/2018	\$ 8,296.06	0100	INSTRUCTIONAL SUPPLIES
14487694	MCGREGOR AND ASSOCIATED	12/13/2018	\$ 459.00	0100	PROFESSIONAL SERVICES
14487695	MARISELA LOZANO	12/13/2018	\$ 1,500.00	0100	REGISTRATION FEES
14487696	XEROX CORPORATION	12/13/2018	\$ 5,561.16	0100	CONTRACTED SERVICES
14488397	BILL HOWE PLUMBING, INC	12/14/2018	\$ 1,378.36	0100	CONTRACTED SERVICES
14488398	MAXIM HEALTHCARE SERVICES, INC	12/14/2018	\$ 43,132.73	0100	PROFESSIONAL SERVICES HEALTHCARE
14488399	ARDOR HEALTH SOLUTIONS	12/14/2018	\$ 26,771.00	0100	CONTRACTED SERVICES
14488400	DANIEL CHAVEZ	12/14/2018	\$ 195.66	0100	MILEAGE
14488401	WAXIE SANITARY SUPPLY	12/14/2018	\$ 1,133.05	0100	CUSTODIAL SUPPLIES
14488402	OFFICE DEPOT	12/14/2018	\$ 1,330.18	0100	INSTRUCTIONAL SUPPLIES
14488403	A-Z BUS SALES, INC.	12/14/2018	\$ 326,430.78	0100	2 NEW BUSES PURCHASE
14488404	BEST BEST & KRIEGER LLP	12/14/2018	\$ 83,043.83	0100	LEGAL FEES
14488405	SPARKLETTTS	12/14/2018	\$ 961.08	0100	CONTRACTED SERVICES
14488406	AGUILAR & ASSOCIATES	12/14/2018	\$ 39,757.10	0100	PROFESSIONAL SERVICES
14488412	FRANKLIN COVEY CLIENT SALES, INC.	12/17/2018	\$ 568.34	0100	INSTRUCTIONAL SUPPLIES
14488413	SAN DIEGO GAS & ELECTRIC	12/17/2018	\$ 302.92	0100	UTILITIES (GAS & ELECTRICT)
14488414	CORODATA RECORDS MANAGEMENT,	12/18/2018	\$ 111.08	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14489965	VECTOR USA	12/18/2018	\$ 22,330.33	0100	CONTRACTED SERVICES
14489966	BMR HEALTH SERVICES, INC	12/18/2018	\$ 14,260.00	0100	CONTRACTED SERVICES
14489967	CAROLYN KARINEN	12/18/2018	\$ 9,888.00	0100	PROFESSIONAL SERVICES SLP
14489968	ACADEMIC BRAG TAGS	12/18/2018	\$ 870.47	0100	INSTRUCTIONAL SUPPLIES
14489969	MRC SMART TECHNOLOGY SOLUTION	12/18/2018	\$ 17,983.61	0100	CONTRACTED SERVICES
14489970	MY PT SAN DIEGO	12/18/2018	\$ 5,040.00	0100	CONTRACTED SERVICES
14489971	SPIRAL BINDING COMPANY, INC	12/18/2018	\$ 404.24	0100	PUBLICATIONS SUPPLIES
14489972	XEROX FINANCIAL SERVICES	12/18/2018	\$ 9,274.25	0100	CONTRACTED SERVICES
14489973	EBS - EDUCATIONAL BASED SERVICES	12/18/2018	\$ 28,931.50	0100	CONTRACTED SERVICES
14489974	MAXIM HEALTHCARE SERVICES, INC	12/18/2018	\$ 30,996.18	0100	PROFESSIONAL SERVICES
14489975	NAUMANN HOBBS MATERIAL	12/18/2018	\$ 754.87	0100	CONTRACTED SERVICES
14489976	HORIZON DISTRIBUTORS	12/18/2018	\$ 241.24	0100	GOODS SUPPLIES
14489978	SUPERIOR RAIN GUTTERS AND AWNIN	12/18/2018	\$ 5,600.00	0100	CONTRACTED SERVICES
14489979	CASTO CHAPTER 3	12/18/2018	\$ 150.00	0100	REGISTRATION FEES
14489980	DIXIELINE LUMBER CO	12/18/2018	\$ 162.10	0100	MAINTENANCE SUPPLIES
14489981	BEAR COMMUNICATIONS, INC.	12/18/2018	\$ 11,421.80	0100	OFFICE SUPPLIES
14489982	DEMCO INC.	12/18/2018	\$ 698.57	0100	INSTRUCTIONAL SUPPLIES
14489983	WAXIE SANITARY SUPPLY	12/18/2018	\$ 7,394.19	0100	CUSTODIAL SUPPLIES
14489984	PARADIGM HEALTHCARE SERVICES	12/18/2018	\$ 1,038.23	0100	PROFESSIONAL SERVICES
14489985	SCHOLASTIC , INC	12/18/2018	\$ 9,328.54	0100	INSTRUCTIONAL SUPPLIES
14489986	GRAINGER	12/18/2018	\$ 1,178.84	0100	MAINTENANCE SUPPLIES
14489987	DUNN-EDWARDS CORP.	12/18/2018	\$ 1,219.13	0100	MAINTENANCE SUPPLIES
14489988	HAWTHORNE MACHINERY	12/18/2018	\$ 6,922.94	0100	CONTRACTED SERVICES
14489989	SCHOOL SPECIALTY	12/18/2018	\$ 388.98	0100	INSTRUCTIONAL SUPPLIES
14489990	THE INSTITUTE FOR EFFECTIVE	12/18/2018	\$ 13,626.60	0100	PROF. SERVICES /NON-PUBLIC SCH
14489991	REFRIGERATION SUPPLIES	12/18/2018	\$ 105.71	0100	MAINTENANCE SUPPLIES
14489992	OFFICE DEPOT	12/18/2018	\$ 4,991.32	0100	INSTRUCTIONAL SUPPLIES
14489993	CASBO	12/18/2018	\$ 280.00	0100	REGISTRATION FEE
14489995	ORIENTAL TRADING COMPANY, INC.	12/18/2018	\$ 102.20	0100	INSTRUCTIONAL SUPPLIES
14489996	HOME DEPOT	12/18/2018	\$ 2,736.98	0100	GOODS SUPPLIES
14489997	BUS WEST	12/18/2018	\$ 955.09	0100	MECHANIC SUPPLIES
14489998	EWING IRRIGATION	12/18/2018	\$ 1,753.74	0100	GOODS SUPPLIES
14489999	RANCHO SAN DIEGO NURSERY INC	12/18/2018	\$ 673.92	0100	GOODS SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14490000	VERITIV OPERATING COMPANY	12/18/2018	\$ 1,146.83	0100	PUBLICATION SUPPLIES
14490001	HANDY METAL MART	12/18/2018	\$ 62.48	0100	MECHANIC SUPPLIES
14490002	STAPLES, INC.	12/18/2018	\$ 526.90	0100	INSTRUCTIONAL SUPPLIES
14490003	BARNES AND NOBLE	12/18/2018	\$ 1,467.72	0100	INSTRUCTIONAL SUPPLIES
14490004	ASELTINE SCHOOL	12/18/2018	\$ 15,473.37	0100	PROF. SERV - NONPUBLIC SCHOOL
14490005	PERMA BOUND PUB.	12/18/2018	\$ 4,169.30	0100	INSTRUCTIONAL SUPPLIES
14490006	SUPPLY MASTER INC	12/18/2018	\$ 469.79	0100	OFFICE SUPPLIES
14490007	RANCHO AUTO & TRUCK PARTS	12/18/2018	\$ 224.89	0100	MECHANIC SUPPLIES
14490008	HARBOR FREIGHT TOOLS	12/18/2018	\$ 225.47	0100	MAINTENANCE SUPPLIES
14490009	I B TROPHIES & AWARDS	12/18/2018	\$ 42.81	0100	OFFICE SUPPLIES
14490010	CLARK SECURITY PRODUCTS	12/18/2018	\$ 1,399.66	0100	MAINTENANCE SUPPLIES
14490011	IMPERIAL SPRINKLER SUPPLY	12/18/2018	\$ 565.48	0100	GROUPS SUPPLIES
14490012	YMCA OF SAN DIEGO COUNTY	12/18/2018	\$ 68,668.23	0100	ASES PROGRAM
14490013	FLEETWASH INC	12/18/2018	\$ 199.99	0100	CONTRACTED SERVICES
14490014	SMART & FINAL	12/18/2018	\$ 402.80	0100	REFRESHMENTS
14490015	PAR	12/18/2018	\$ 381.24	0100	INSTRUCTIONAL SUPPLIES
14490016	MIRAMAR BOBCAT INC	12/18/2018	\$ 3,297.50	0100	CONTRACTED SERVICES
14490017	FEDEX	12/18/2018	\$ 225.02	0100	POSTAGE
14490018	PARENT INSTITUTE FOR QUALITY	12/18/2018	\$ 12,000.00	0100	CONTRACTED SERVICES
14490019	VALLEY INDUSTRIAL SPECIALTIES	12/18/2018	\$ 1,040.52	0100	MAINTENANCE SUPPLIES
14490020	WAL- MART COMMUNITY/GEGRB	12/18/2018	\$ 75.02	0100	INSTRUCTIONAL SUPPLIES
14490021	SAN DIEGO COUNTY SUPERINTENDEN	12/18/2018	\$ 250.00	0100	REGISTRATION FEE
14490023	HENRY APONTE	12/18/2018	\$ 1,640.00	0100	CONTRACTED SERVICES
14490024	STANLEY CONVERGENT SECURITY	12/18/2018	\$ 413.09	0100	CONTRACTED SERVICES
14490025	TEAMTALK NETWORK	12/18/2018	\$ 397.80	0100	CONTRACTED SERVICES
14490026	AMS - ACOUSTICAL MATERIAL	12/18/2018	\$ 382.56	0100	MAINTENANCE SUPPLIES
14490027	R&R CONTROLS INC	12/18/2018	\$ 119.60	0100	MAINTENANCE SUPPLIES
14490028	OPTIMUM FLOORCARE	12/18/2018	\$ 807.05	0100	CONTRACTED SERVICES
14490029	RUSSELL SIGLER, INC	12/18/2018	\$ 507.79	0100	MAINTENANCE SUPPLIES
14490030	PRO POWER	12/18/2018	\$ 403.51	0100	GROUPS SUPPLIES
14490031	MHS INC.	12/18/2018	\$ 1,222.10	0100	INSTRUCTIONAL SUPPLIES
14490032	MPC ELECTRONICS INC	12/18/2018	\$ 13.02	0100	INSTRUCTIONAL SUPPLIES
14490033	SIR SPEEDY PRINTING 02890	12/18/2018	\$ 237.07	0100	OFFICE SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14490034	ALBERTO CARLOS HERRERA	12/18/2018	\$ 1,163.70	0100	PROFESSIONAL SERVICES
14490035	ABA EDUCATION FOUNDATION	12/18/2018	\$ 2,291.25	0100	PROFESSIONAL SERVICES
14490036	FLYERS ENERGY	12/18/2018	\$ 5,460.64	0100	CONTRACTED SERVICES
14490037	STOTZ EQUIPMENT	12/18/2018	\$ 91.19	0100	GROUPS SUPPLIES
14491049	DANNIS WOLIVER KELLEY	12/19/2018	\$ 1,056.00	0100	LEGAL FEES
14491050	ALLIANCE FOR AFRICAN ASSISTANCE	12/19/2018	\$ 339.49	0100	PROFESSIONAL SERVICES
14491051	WAXIE SANITARY SUPPLY	12/19/2018	\$ 544.44	0100	CUSTODIAL SUPPLIES
14491052	ROYAL LINES	12/19/2018	\$ 3,907.50	0100	CONTRACTED SERVICES
14491053	CDW GOVERNMENT LLC	12/19/2018	\$ 316.00	0100	OFFICE SUPPLIES
14491054	PENSKE TRUCK LEASING	12/19/2018	\$ 489.49	0100	LEASE RENTAL
14491055	HOME DEPOT	12/19/2018	\$ 3,375.21	0100	MAINTENANCE SUPPLIES
14491056	ATKINSON, ANDELSON, LOYA, RUUD	12/19/2018	\$ 3,628.22	0100	LEGAL FEES
14491057	EDUCATIONAL DATA SYSTEMS	12/19/2018	\$ 43.69	0100	CONTRACTED SERVICES
14491943	CITY TREASURER	12/20/2018	\$ 16,685.73	0100	UTILITIES
14491944	CLARK SECURITY PRODUCTS	12/20/2018	\$ 247.83	0100	MAINTENANCE SUPPLIES
14492531	RIOT CREATIVE IMAGING	12/21/2018	\$ 12,733.96	0100	MAINTENANCE SUPPLIES
14492533	D&D WILDLIFE HABITAT RESTORATION	12/21/2018	\$ 1,150.00	0100	CONTRACTED SERVICES
14492535	CAPITOL ADVISORS GROUP, LLC	12/21/2018	\$ 2,000.00	0100	CONTRACTED SERVICES
14492536	R&L PERFORMANCE AUTO SERVICE	12/21/2018	\$ 537.77	0100	MAINTENANCE SERVICES
14492537	BEST BEST & KRIEGER LLP	12/21/2018	\$ 54,141.83	0100	LEGAL FEES
14492539	THE COLLEGE BOARD	12/21/2018	\$ 7,950.00	0100	PROFESSIONAL SERVICES
14492540	ANTONIO RAMIREZ	12/21/2018	\$ 627.84	0100	MILEAGE
14492826	JACOB RODRIGUEZ	1/3/2019	\$ 76.85	0100	MILEAGE
14492829	MARCOS MENDOZA	1/3/2019	\$ 284.49	0100	MILEAGE
14492831	MICHELLE PATTERSON	1/3/2019	\$ 36.27	0100	REIMBURSEMENT
14492836	ANITA GILLCHREST	1/3/2019	\$ 280.29	0100	MILEAGE
14493497	NORA MACIAS-SANTOS	1/4/2019	\$ 24.70	0100	REIMBURSEMENT
14493498	CHEVRON U.S.A. INC.	1/4/2019	\$ 4,278.49	0100	CONTRACTED SERVICES
14493499	WAXIE SANITARY SUPPLY	1/4/2019	\$ 843.40	0100	CUSTODIAL SUPPLIES
14493964	LENOVO FINANCIAL SERVICES	1/7/2019	\$ 317,560.34	0100	COMPUTER LEASE AGREEMENT
14493965	EPIC SPORTS INC	1/7/2019	\$ 1,260.32	0100	INSTRUCTIONAL SUPPLIES
14493966	WAXIE SANITARY SUPPLY	1/7/2019	\$ 9,628.71	0100	CUSTODIAL SUPPLIES
14494063	SAN DIEGO GAS & ELECTRIC	1/8/2019	\$ 59,757.24	0100	UTILITIES(GAS & ELECTRICT)

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14494464	CYNTHIA ARREDONDO	1/8/2019	\$ 1,478.10	0100	REIMBURSEMENT(CONFERENCE)
14494468	TRANE U.S. INC	1/8/2019	\$ 697.92	0100	CONTRACTED SERVICES
14495203	AMAZON.COM, INC.	1/9/2019	\$ 7,543.49	0100	INSTRUCTIONAL SUPPLIES
14495806	CORODATA RECORDS MANAGEMENT, P.I.P.S.	1/10/2019	\$ 253.70	0100	CONTRACTED SERVICES
14495807		1/10/2019	\$ 75,073.50	0100	PROFESSIONAL SERVICES (JPA)
14495808	GROSSMONT UNION HIGH SCHOOL	1/10/2019	\$ 7,281.95	0100	CONTRACTED SERVICES
14495809	NICK MARINOVICH	1/10/2019	\$ 6,550.00	0100	PROFESSIONAL SERVICES
14495810	HAWTHORNE MACHINERY	1/10/2019	\$ 5,370.88	0100	CONTRACTED SERVICES
14495811	OFFICE DEPOT	1/10/2019	\$ 1,811.01	0100	INSTRUCTIONAL SUPPLIES
14495812	KONE INC	1/10/2019	\$ 1,844.40	0100	CONTRACTED SERVICES
14495813	SAN DIEGO COUNTY	1/10/2019	\$ 183.18	0100	OFFICE SUPPLIES
14495814	ATKINSON, ANDELSON, LOYA, RUUD	1/10/2019	\$ 1,054.50	0100	LEGAL SERVICES
14495815	LOS ANGELES FREIGHTLINER	1/10/2019	\$ 2,162.35	0100	CONTRACTED SERVICES
14495816	BLACKIE'S TROPHIES & AWARDS	1/10/2019	\$ 11,611.24	0100	OFFICE SUPPLIES
14495817	WAL- MART COMMUNITY/GEGRB	1/10/2019	\$ 167.62	0100	INSTRUCTIONAL SUPPLIES
14495818	ALLTECH IMAGING TECHNOLOGIES	1/10/2019	\$ 188.00	0100	CONTRACTED SERVICES
14496521	SAN DIEGO GAS & ELECTRIC	1/11/2019	\$ 1,804.27	0100	UTILITIES
14496522	SMART & FINAL	1/11/2019	\$ 43.62	0100	REFRESHMENTS
14496523	MIRAMAR BOBCAT INC	1/11/2019	\$ 492.01	0100	GROUND SUPPLIES
14497020	SWANK MOVIE LICENSING USA	1/14/2019	\$ 2,986.00	0100	LICENSING
14497021	DOMTAR PAPER CO. LLC	1/14/2019	\$ 3,210.96	0100	OFFICE SUPPLIES
14482177	MARIA C. RODRIGUEZ	11/28/2019	\$ 102.01	0100	REIMBURSEMENT
Total 0100			\$ 1,976,949.14		
14483142	SAN YSIDRO SCHOOL DISTRICT	12/3/2018	\$ 1,886.01	1200	REPLENISH RCF
14484678	LORENA VARELA	12/6/2018	\$ 29.56	1200	REIMBURSEMENT
14486378	NANCY SERRANO	12/11/2018	\$ 48.14	1200	REFRESHMENTS
14487118	LORENA VARELA	12/12/2018	\$ 515.95	1200	REIMBURSEMENT
14490022	SOUTHWEST SCHOOL & OFFICE	12/18/2018	\$ 60.94	1200	INSTRUCTIONAL SUPPLIES
Total 1200			\$ 2,540.60		
14483623	K & M Foodservice	12/4/2018	\$ 3,697.72	1300	CAFETERIA FOOD
14484524	SELECTA INTERNATIONAL	12/4/2018	\$ 270.30	1300	CAFETERIA FOOD
14484525	S&S BAKERY, INC.	12/4/2018	\$ 121.64	1300	CAFETERIA FOOD
14484526	GOLD STAR FOODS	12/4/2018	\$ 62,288.68	1300	CAFETERIA FOOD

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14483634	HOLLANDIA DAIRY INC.	12/4/2018	\$ 22,650.74	1300	CAFETERIA FOOD
14483635	SAFEWAY INC. -VONS DIVISION	12/4/2018	\$ 274.07	1300	CATERING SUPPLIES
14483636	P&R PAPER SUPPLY COMPANY, INC.	12/4/2018	\$ 10,273.74	1300	CAFETERIA SUPPLIES
14483637	OFFICE DEPOT	12/4/2018	\$ 138.10	1300	OFFICE SUPPLIES
14483638	CDE,CASHIER'S OFFICE	12/4/2018	\$ 1,690.05	1300	CONTRACTED SERVICES
14483640	LLOYD PEST CONTROL CO.	12/4/2018	\$ 224.00	1300	CONTRACTED SERVICES
14483641	CINTAS CORPORTION NO. 3	12/4/2018	\$ 2,872.40	1300	CONTRACTED SERVICES
14483642	SMART & FINAL	12/4/2018	\$ 86.10	1300	CAFETERIA SUPPLIES
14483644	WAL- MART COMMUNITY/GEGRB	12/4/2018	\$ 64.56	1300	CAFETERIA SUPPLIES
14483645	ACE COOLING & FREEZING	12/4/2018	\$ 1,530.37	1300	CONTRACTED SERVICES
14483647	AMERICAN PRODUCE DISTRIBUTORS	12/4/2018	\$ 18,820.52	1300	CAFETERIA FOOD
14483648	GALASSO'S BAKERY	12/4/2018	\$ 3,371.74	1300	CAFETERIA FOOD
14484674	TECH-24	12/6/2018	\$ 227.63	1300	CAFETERIA SUPPLIES
14486372	ANA BUSH	12/11/2018	\$ 104.21	1300	MILEAGE
14492825	SELECTA INTERNATIONAL	1/3/2019	\$ 392.20	1300	CAFETERIA FOOD
14492827	S&S BAKERY, INC.	1/3/2019	\$ 805.94	1300	CAFETERIA FOOD
14492828	GOLD STAR FOODS	1/3/2019	\$ 41,464.05	1300	CAFETERIA FOOD
14492830	INDUSTRIAL ELECTRIC	1/3/2019	\$ 120.00	1300	CONTRACTED SERVICES
14492832	HOLLANDIA DAIRY INC.	1/3/2019	\$ 21,090.55	1300	CAFETERIA FOOD
14492833	SAFEWAY INC. -VONS DIVISION	1/3/2019	\$ 211.65	1300	CATERING SUPPLIES
14492834	P&R PAPER SUPPLY COMPANY, INC.	1/3/2019	\$ 4,723.25	1300	CAFETERIA SUPPLIES
14492835	COUNTY OF SAN DIEGO	1/3/2019	\$ 1,116.00	1300	CONTRACTED SERVICES
14492837	SMART & FINAL	1/3/2019	\$ 72.41	1300	CAFETERIA SUPPLIES
14492838	WAL- MART COMMUNITY/GEGRB	1/3/2019	\$ 128.52	1300	CAFETERIA SUPPLIES
14492839	ACE COOLING & FREEZING	1/3/2019	\$ 1,116.12	1300	CONTRACTED SERVICES
14492840	AMERICAN PRODUCE DISTRIBUTORS	1/3/2019	\$ 18,848.47	1300	CAFETERIA FOOD
14492841	GALASSO'S BAKERY	1/3/2019	\$ 3,897.79	1300	CAFETERIA FOOD
14494465	HOLLANDIA DAIRY INC.	1/8/2019	\$ 1,848.37	1300	CAFETERIA FOOD
14494466	LLOYD PEST CONTROL CO.	1/8/2019	\$ 224.00	1300	CONTRACTED SERVICES
14494467	R&L PERFORMANCE AUTO SERVICE	1/8/2019	\$ 699.57	1300	MAINTENANCE SERVICES
Total 1300			\$ 225,465.46		
14483628	BAKER NOWICKI DESIGN STUDIO, LLP	12/4/2018	\$ 6,010.90	2518	PROFESSIONAL SERVICES
14483629	CONAN CONSTRUCTION, INC	12/4/2018	\$ 170,857.50	2518	PROFESSIONAL SERVICES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14484178	SILVER CREEK INDUSTRIES, INC.	12/5/2018	\$ 18,018.80	2518	PROFESSIONAL SERVICES
14489977	L.L. HENDRIX	12/18/2018	\$ 178.00	2518	PROFESSIONAL SERVICES
14489994	CDW GOVERNMENT LLC	12/18/2018	\$ 2,955.11	2518	OFFICE SUPPLIES
14491048	NINYO & MOORE	12/19/2018	\$ 42,152.50	2518	PROFESSIONAL SERVICES
14492532	SILVER CREEK INDUSTRIES, INC.	12/21/2018	\$ 12,499.23	2518	PROFESSIONAL SERVICES
14492534	MUFG UNION BANK, N.A.	12/21/2018	\$ 2,365.00	2518	PROFESSIONAL SERVICES
Total 2518			\$ 255,037.04		
14492538	CALIFORNIA FINANCIAL SERVICES	12/21/2018	\$ 20,000.00	4901	PROFESSIONAL SERVICES
Total 4900			\$ 20,000.00		
Grand Total			\$ 2,479,992.24		

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

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

BACKGROUND INFORMATION:

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

The synopsis below reports that from October 1, 2018 to December 31, 2018, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

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

RECOMMENDATION:

Accept the Report of William's Settlement Complaints for the second quarter, from October 1, 2018 to December 31, 2018 of the 2018-19 school year for submission to the San Diego County Office of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety

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

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: MA

Financial Implications?

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

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen,
Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: REVISED STIPULATED AGREEMENT WITH THE STATE CONTROLLER'S OFFICE AND THE DEPARTMENT OF FINANCE

BACKGROUND INFORMATION:

The Board approved a Stipulated Agreement with the State Controller's Office and the Department of Finance on Feb. 8, 2018 for over-reported ADA. In the audit finding 2016-007 for the 2015-16 fiscal year, the Auditor determined that the Appellant was not in compliance with Ed. Code 41601 in the calculation of home and hospital instruction average daily attendance (ADA) which resulted in an overstatement in the amount of apportionment the Appellant claimed from the State in the amount of \$2,601,775 relative to Audit Finding 2016-0007.

Upon review, the State Controller's Office determined that the \$2,601,775 amount was incorrect and prepared a Revised Stipulated Agreement with the new amount of \$1,767,952.00.

The Appellant filed a request for formal appeal of Audit Finding 2016-007. In order to avoid the cost and uncertainty of litigation, the parties agreed to the Revised Stipulated Agreement.

RECOMMENDATION:

Approve the revised Stipulated Agreement with the State Controller's Office and the Department of Finance to repay for an over apportionment with regards to the 2015-16 financial audit finding. The over apportionment of \$1,767,952.00 will be paid in four equal installments of \$441,988.00 per year with no interest over the next four years.

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

\$1,767,952.00

(Amount)

Unrestricted 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

14E.4
Page 1 of 5

1 XAVIER BECERRA
Attorney General of California
2 JENNIFER M. KIM
Supervising Deputy Attorney General
3 ALYSON REED PARKER
Deputy Attorney General
4 State Bar No. 270660
300 South Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 269-6215
6 Fax: (213) 897-2805
E-mail: Alyson.Parker@doj.ca.gov
7 *Attorneys for Intervenor*
Department of Finance

8
9 BEFORE THE EDUCATION AUDIT APPEALS PANEL
10 FOR THE STATE OF CALIFORNIA

11 **In the Matter of the Audit Appeal of:**

12 **The 2015-2016 Audit Finding 2016-007 by**
13 **SAN YSIDRO SCHOOL DISTRICT,**

14 Appellant,

15 v.

16
17 **CALIFORNIA STATE CONTROLLER,**

18 Respondent,

19 **CALIFORNIA DEPARTMENT OF**
20 **FINANCE,**

21 Intervenor.

OAHA No. 2017101030

EAAP Case No. 17-16

REVISED STIPULATED SETTLEMENT
AGREEMENT

Judge: Unassigned
Case Filed: October 19, 2017

22
23 Appellant San Ysidro School District (Appellant), Respondent State Controller's Office
24 (SCO), and Intervenor Department of Finance (Finance) (collectively, the Parties) agree to a
25 complete resolution of the above-captioned matters as follows:

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commencing with its next principal apportionment following the Education Audit Appeals Panel's (EAAP) approval and adoption of this stipulated agreement, and approval and adoption by the Board of Education of San Ysidro School District.

3. The appellant shall report adjustments for the disallowed Second Principal Apportionment (P-2) ADA of 262.02 and ADA of 350.07 pursuant to Audit Finding 2016-007 to the California Department of Education within 30 days of EAAP approving and adopting this stipulated agreement.

4. This stipulated agreement is subject to and conditioned upon approval and adoption by EAAP, pursuant to Education Code section 41344.1, subdivision (b).

5. This stipulated agreement may be executed in counterparts, each of which shall constitute an original. Facsimile and PDF signature transmitted to other parties to this stipulated agreement are deemed to be the equivalent of original signatures.

6. Each of the Parties shall be responsible for its own attorneys' fees and costs.

Dated: _____, 2018 SAN YSIDRO SCHOOL DISTRICT

By: _____
Gina A. Potter, Ed.D., Superintendent

Dated: _____, 2018 DEPARTMENT OF FINANCE

By: _____
Jeff Bell, Program Budget Manager

Dated: _____, 2018 OFFICE OF THE STATE CONTROLLER

By: _____
John E. Dickerson, Staff Counsel

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AS TO FORM ONLY

Dated: _____, 2018

XAVIER BECERRA
Attorney General of California
JENNIFER M. KIM
Supervising Deputy Attorney General

ALYSON REED PARKER
Deputy Attorney General
Attorneys for Intervenor
Department of Finance

LA2017507448
63005874.docx

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 1

BACKGROUND INFORMATION:

Due to the reconfiguration and modernization that took place at La Mirada and Smythe Schools, there are several outstanding post construction items that need to be identified and resolved. The District, with the assistance of the Facilities Consultant, is looking into closing out these projects with the Division of the State Architect (DSA).

Aguilar Architects, is the Architect and Engineering company that designed the schools modernization projects and is assisting the District with post construction issues affecting the completion and successful closeout and certification of the Smythe and La Mirada Schools.

Amendment No. 1: \$2,300.00

- Glulam Inspections and Report on all glulam beams in the multipurpose rooms at La Mirada and Smythe Schools. (Based on a note from the DSA Field Representative)

RECOMMENDATION:

Approve Amendment No. 1 to the Aguilar Architects Agreement to perform additional Glulam Inspections and report to the Division of the State Architect (DSA) in order to prepare for DSA closeout of the La Mirada and Smythe Modernization Projects in an amount up to \$2,300.00 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

\$2,300.00

(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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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 1

The Professional Services Agreement between San Ysidro School District (District) and Aguilar Architects was entered on August 10, 2018, to perform Post Construction Services to prepare for DSA closeout of the La Mirada and Smythe Modernization Projects.

Amendment No. 1 - The following sections are being amended.

- SECTION NO. 3 ADDITIONAL SERVICES:

The District is requesting additional services for DSA submittal and processing of Glulam AITC report for La Mirada and Smythe Schools.

- EXHIBIT A - SCOPE OF SERVICES:

The Scope of Services – New CCD for the repair of an existing glulam beam at Smythe School.

- DSA requested that all similar beams at the two multipurpose rooms be investigated and that an inspection and testing protocol be submitted to DSA.
- The cost implications for Amendment No. 1 are not to exceed \$2,300.00.

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

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

Aguilar Architects

Firm Name

Signature of Authorized Agent

Guillermo Aguilar, AIA, Principal
Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved

**AMENDMENT
NO. 1**



Aguilar Architects
1400 Quail Street, Suite 255
Newport Beach, CA 92660
C 949.230.8875
T 949.387.5949
aguilararchitects.com

November 28, 2018

Ms. Joanne Branch, DBIA
School Facility Planning Coordinator
SDCOE - Educational Facility Solutions Group
6401 Linda Vista Road, #506
San Diego, CA 92111

Subject: AMENDMENT 01 - Post Construction Services Proposal for
Smythe and La Mirada Elementary Schools for
DSA submittal and processing of Glulam AITC report

Dear Joanne,

Aguilar Architects, Inc. is pleased to present this Amendment 01 to our post-construction services contract. As previously discussed, this addendum is for Aguilar Architects, Inc. to process a new CCD for the repair of an existing glulam beam at Smythe Elementary that had cracked associated with some type of physical distress that had occurred in the past. This beam had been repaired during construction; however, DSA has requested that all similar beams at the two multipurpose rooms be investigated by our team and SEOR, and that an inspection and testing protocol be submitted to DSA. Aguilar Architects submitted the report as requested by DSA as a part of the original Post Construction Services Agreement.

Most recently, DSA has requested that a certified AITC inspector be engaged by the District to provide a more exhaustive technical report to determine the cause of the cracking and the likelihood that other beams may be subject to cracking. Aguilar Architects, with our SEOR attended the inspection by the AITC Inspector hired by the District. The task associated with this Amendment is limited to preparing and process through DSA a revised CCD that includes the IATC report, and mathematical calculations justifying the repairs to date. Whereas DSA requires further inspections or additional structural calculations and/or reports beyond the ones performed for this CCD, this will be cause for additional fees, undetermined at this point.

COMPENSATION

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

Very truly yours,
Aguilar Architects, Inc.

A handwritten signature in black ink, appearing to read "Guillermo", written over a horizontal line.

Guillermo Aguilar, AIA
Principal

C.C. File



EXHIBIT A

EXHIBIT A - SYSD FEE PROPOSAL - POST-CONSTRUCTION SERVICES AMENDMENT 01 2018-11-28

TASK - Prepare and Process CCD for DSA submittal - Glulam

Beam AITC Report and SEOR Calcs

	HOURLY RATE	ARCHITECT (hrs)	SEOR (hrs)	TOTAL FEE
• Principal	\$ 205.00	4	4	\$ 1,640.00
• Project Manager	\$ 165.00	4	0	\$ 660.00
• Project Job Captain	\$ 145.00	0	0	\$ -
• Project Designer	\$ 145.00	0	0	\$ -
• Designer	\$ 115.00	0	0	\$ -
• CAD/BIM Resource	\$ 115.00	0	0	\$ -
TOTAL		8	4	\$ 2,300.00

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 2

BACKGROUND INFORMATION:

Due to the reconfiguration and modernization that took place at La Mirada and Smythe Schools, there are several outstanding post construction items that need to be identified and resolved. The District, with the assistance of the Facilities Consultant, is looking into closing out these projects with the Division of the State Architect (DSA).

Aguilar Architects, is the Architect and Engineering company that designed the schools modernization projects and is assisting the District with post construction issues affecting the completion and successful closeout and certification of the Smythe and La Mirada Schools.

Amendment No. 2: \$1,025.00

- Attend one (1) meeting to assist in discussions regarding the Post Construction Report of items that require attention. The meeting was held on August 30, 2018.

RECOMMENDATION:

Ratify Amendment No. 2 to the Aguilar Architects Agreement to attend a special meeting regarding the post construction analysis/report of items that require attention for DSA closeout of the La Mirada and Smythe Modernization Projects in an amount up to \$1,025.00 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

\$1,025.00

(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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Page 1 of 3

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 2

The Professional Services Agreement between San Ysidro School District (District) and Aguilar Architects was entered on August 10, 2018, to perform Post Construction Services to prepare for DSA closeout of the La Mirada and Smythe Modernization Projects.

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

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

The District requested from Aguilar Architects to prepare and attend one (1) meeting to assist in discussions regarding the Post Construction Punch List Report for La Mirada and Smythe Schools. The meeting was held on August 30, 2018 with representatives from the San Ysidro School District, District's Legal and Balfour Beatty Construction Company.

- The cost implications for Amendment No. 2 is \$1,025.00.

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

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

Aguilar Architects

Firm Name

Signature of Authorized Agent

Guillermo Aguilar, AIA, Principal
Print Name, Title

Date:

San Ysidro School District

Firm Name

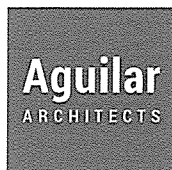
Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved

**AMENDMENT
NO. 2**



Aguilar Architects
1400 Quail Street, Suite 255
Newport Beach, CA 92660
C 949.230.8875
T 949.387.5949
aguilararchitects.com

November 28, 2018

Ms. Joanne Branch, DBIA
School Facility Planning Coordinator
SDCOE - Educational Facility Solutions Group
6401 Linda Vista Road, #506
San Diego, CA 92111

Subject: AMENDMENT 02 - Post Construction Services
Preparation and Attendance to one (1) meeting with SYSD, District's
Attorneys and Balfour Beatty Constructors.

Dear Joanne,

Aguilar Architects, Inc. is pleased to present this Amendment 02 to our post-construction services contract. As requested, this amendment is for Aguilar Architects, Inc. to be paid for the attendance to one (1) meeting between the District, District's Attorneys, and Balfour Beatty Construction. Mr. Aguilar's attendance to this meeting was requested by SYSD management to assist in discussions regarding the Post-Construction Punch List Report prepared by Aguilar Architects. The meeting was held on August 30, 2018.

COMPENSATION:		
Meeting Time including travel time:	4 Hrs. x \$205/hr. =	\$820.00
Meeting Preparation:	1 Hr. x \$205/hr. =	\$205.00
Amount Total:		\$1,025.00

Very truly yours,
Aguilar Architects, Inc.

A handwritten signature in black ink, appearing to read "Guillermo Aguilar". The signature is fluid and cursive, with a large initial "G" and "A".

Guillermo Aguilar, AIA
Principal

C.C. File

14E.6

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NEXON CORPORATION

BACKGROUND INFORMATION:

The District's maintenance team is working on removing the carpet in two rooms at the San Ysidro Middle School. In order to continue with the removal of the carpet, it will also be necessary to remove the tile that is underneath the carpet. Since the tile seems to be the original flooring and the buildings are dated back to 1973, asbestos testing was performed and abatement is required.

The District was proactive for the safety of students and staff, and requested quotes from at least 3 qualified companies. Nexon Corporation provided the lowest fees and was available to perform the work during the Winter Break.

RECOMMENDATION:

Ratify the agreement with Nexon Corporation for the removal of flooring and provide asbestos abatement in two classrooms at the San Ysidro Middle School at a cost up to \$9,974.00 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

\$9,974.00

(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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000
NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

Nexon Corporation, hereinafter called the **CONTRACTOR** and the

San Ysidro School District, hereinafter called the **DISTRICT**.

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of:

Nine thousand nine hundred seventy four and 00/100 Dollars (\$ 9,974.00)
(MAY NOT EXCEED \$45,000), to be paid in full within thirty (30) days after completion and acceptance.

NOTE - Payment and Performance Bonds: For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. **LICENSE:** Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: _____ C-22

3. **CONSTRUCTION PERIOD:** This contract shall commence on January 2, 2019, with work to be completed within _____ (_____) consecutive days and/or by January 11th, 2019.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

NOTE - Order of Precedence: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

*San Ysidro Middle School Flooring Removal – Asbestos Abatement for Rooms 309 & 310 –
Option #1 – Removal of Floor Tile & Mastic -See Attachment (Estimate #P-2698)
PREVAILING WAGE RATES APPLY*

14E.7

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

The undersigned declares: I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____, at _____, California.

By: _____ Print Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

- _____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).
- _____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)
- _____ Installation of physical barrier at the work site to limit contact with pupils.
- _____ Surveillance of employees of the Contractor by school personnel.
- _____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
- Supervisor's Name: _____
- Soc. Sec. No. (last 4 digits or full CDL#) _____
- XX In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:
- XX Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
- _____ Other, describe _____.

District Signature: _____, Title: Chief Business Official

Date: _____ Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- | | |
|---|--|
| _____ Work Specs/Scope of Work Statement | _____ Contractor Certification Form, Attachment A |
| _____ Certificates of Insurance | _____ Contractor DIR Registration Certification Form, Attachment B |
| _____ Workers' Compensation Insurance Certificate | _____ Terms and Conditions, Attachment C |
| _____ Non Collusion Affidavit | _____ Purchase Order No. _____ |

San Ysidro Middle School Floor Removal
Asbestos Abatement Rooms 309 & 310
CUPCCAA

NOTE - Taxpayer Identification: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY

____ Individual
____ Sole Proprietorship
____ Partnership
____ Corporation
____ Other

TAX IDENTIFICATION

____ Employer Identification Number

____ Social Security Number

License No: _____ **Classification:** _____ **Expiration Date:** _____

(District Use Only – Purchasing Dept.)
CSLB License & DIR Reg. verified by _____, Date _____)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract 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. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Contract Execution

CONTRACTOR	
Date: 12/19/2018	Accepted by - Print Name and Title
Company Name and Street Address: Nexon Corporation 5450 Complex Street, Suite #301 San Diego, CA 92123	Signature
Phone: 858-571-9100	Email:
DISTRICT	
Date: 12/19/2018	District Representative – Print Name and Title Marilyn Adrianzen Chief Business Official
District Name and Street Address: San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Signature:
Phone: 619-428-4476	Email: Marilyn.adrianzen@sysdschools.org

ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who 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.

Contractor shall certify in writing to the District 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.

Contractor 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 Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for 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.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR	
Date:	Print Name and Title
Company Name	Signature

ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I _____ (Name), _____ (Title) certify that

Contractor Representative Print Name:	Title:
Company Name:	DIR Registration Number:
Nexon Corporation 5450 Complex Street, Suite #301 San Diego, CA 92123	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

_____ Date: _____

ATTACHMENT C
TERMS AND CONDITIONS

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without

the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation 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.

ARTICLE 7. LABOR CODE COMPLIANCE: A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

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Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

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approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law

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Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("-\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("-\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010) of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

San Ysidro Middle School Floor Removal
Asbestos Abatement Rooms 309 & 310
CUPCCAA

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. OCCUPANCY: District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements.] Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
consisting of Articles 1 through 42**

INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.

Waived because the project is not over \$25,000.00

(Balance of page intentionally blank.)



December 4th, 2018

San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92173
Attn: Mr. Jose Leon

Phone (619) 428-4476

Reference: San Ysidro Middle School Flooring Removal
Subject: Asbestos Abatement Proposal Rm's 309 & 310
Proposal #: P-2698

Dear Mr. Leon,

Nexon Corporation appreciates the opportunity to provide a proposal on your project. Our price is based on the following:

SCOPE OF WORK:

Nexon is providing two options in asbestos removal in Rooms #309 & #310 - As per Addendum #01 issued by the District. Nexon will follow all project specifications provided by W.E.S.T. dated November 9, 2018. This work includes prevailing wages rates, in standard work hours, and will be completed in one mobilization to site. Nexon acknowledges one addendum issued for this scope of work. This work will require a 24 hr. notification to the local OSHA office. All required paperwork will be forwarded to client.

CLARIFICATIONS TO PROPOSAL / TERMS & CONDITIONS:

Conditions:

- Removal of any other hazardous materials not defined in our scope of work.
- Prevailing Wage rates are included.
- All power and water needs for the job are to be provided by the owner / client.
- All Non-Friable waste will be hauled and disposed of at one of the following landfills at Nexon's discretion, Sycamore County Landfill, Miramar City Landfill or La Paz Landfill in Arizona.
- Retention of any funds will be paid to Nexon 45 days after completion of our work.
- Any discrepancy or claim arising out of or relating to this project shall be settled by arbitration in accordance with construction industry arbitration rules of the American Arbitration Association.

Inclusions:

- Scope of Work listed Above.
- All OSHA personal air samples will be run during removal procedures and written results will be available. All personal samples will be analyzed by an independent third-party laboratory.
- All required Personal Protection Equipment and materials will be provided for by Nexon and utilized by our personnel at all times.

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- Only personnel certified in the type of work being performed will be allowed in work areas to include but not limited to Asbestos Supervisor / Worker, Lead / CDPH Certified, HAZ Wopper Certified, Current approved physicals and respirator fit tests.
- The local OSHA office will be notified prior to the start of our work as required.

Exclusions:

- Any work not covered in the scope of work.
- Removal of any in-wall, under cabinetry or inaccessible materials.
- All required third party air monitoring and inspection costs.
- Disconnecting or safing off any utilities.
- Removal of any items to be salvaged for reuse.
- Moving of any furniture, fixtures, equipment etc.

OUR PRICE COMPLETE:

Option #1 - Removal of Floor Tile & Mastic - \$9,974.00

Option #2 - Removal of Floor Tile Only - \$7,934.00

All work will be conducted in strict compliance with all federal, state and local regulations.

This proposal is valid for 60 days and is subject to any regulatory change that would modify our price.

Thank you for the opportunity to provide a proposal on your project. If you have any additional questions, please feel free to contact me at (858) 571-9100.

Sincerely,
Manny Lozano
Nexon Corporation

ACCEPTANCE: The above proposal, including Scope of Work, Clarifications to Proposal, Conditions, Inclusions, Exclusions, Proposal Amount and Terms of Payment is hereby accepted. This signed Proposal will serve as an authorization for Nexon Corporation to proceed with the scope of work as specified in P-2698.

Company Name: _____ Date: _____
Print Name: _____ Title: _____
Signature: _____

5450 Complex Street, Suite #301 • San Diego, CA 92123 • Phone: 858.571.9100 • Fax: 858.571-9200
www.nexonco.com • CSLB #897099 • DOSH #916

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH J & S ASPHALT PAVING, SEALING & STRIPPING CO. INC.

BACKGROUND INFORMATION:

J & S Asphalt Paving, Sealing & Stripping Co. Inc. was hired to repair asphalt & pavement at the San Ysidro Middle School basketball courts and at the District Office next to the Nutrition Services building.

RECOMMENDATION:

Ratify the agreement with J & S Asphalt Paving, Sealing & Stripping Co., Inc. for asphalt repairs at the District Office and the San Ysidro Middle School at a cost of \$18,237.00 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

\$18,237.00

(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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000
NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

J & S Asphalt Paving Sealing & Striping, Co., Inc., hereinafter called the **CONTRACTOR** and the
San Ysidro School District, hereinafter called the **DISTRICT**.

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of:
Eighteen thousand two hundred thirty seven and 00/100 Dollars (\$ 18,237.00)
(MAY NOT EXCEED \$45,000), to be paid in full within thirty (30) days after completion and acceptance.

NOTE - Payment and Performance Bonds: For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. **LICENSE:** Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-12.

3. **CONSTRUCTION PERIOD:** This contract shall commence on January 7, 2019, with work to be completed within () consecutive days and/or by January 14th, 2019.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

NOTE - Order of Precedence: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

Asphalt Pavement and Repairs – San Ysidro Middle School & District Office
See Attachment (Estimate #181082)
****PREVAILING WAGE RATES APPLY****

14E.8

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

The undersigned declares: I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____, at _____, California.

By: _____ Print Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.

_____ Surveillance of employees of the Contractor by school personnel.

_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. (last 4 digits or full CDL#) _____

XX In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

XX Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).

_____ Other, describe _____.

District Signature: _____, Title: Chief Business Official

Date: _____ Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

_____ Work Specs/Scope of Work Statement

_____ Contractor Certification Form, Attachment A

_____ Certificates of Insurance

_____ Contractor DIR Registration Certification Form,
Attachment B

_____ Workers' Compensation Insurance Certificate

_____ Terms and Conditions,
Attachment C

_____ Non Collusion Affidavit

_____ Purchase Order No. _____

NOTE - Taxpayer Identification: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY

____ Individual
 ____ Sole Proprietorship
 ____ Partnership
 ____ Corporation
 ____ Other

TAX IDENTIFICATION____
Employer Identification Number____
Social Security Number

License No: _____ **Classification:** _____ **Expiration Date:** _____

(District Use Only – Purchasing Dept.)

CSLB License & DIR Reg. verified by _____, Date _____)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract 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. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Contract Execution**CONTRACTOR**

Date: 12/21/2018	Accepted by - Print Name and Title
Company Name and Street Address: J&S Asphalt Paving Sealing & Striping, Co., Inc. 10325 Buena Vista Avenue Santee, CA 92071	Signature
Phone: (619) 528-0593	Email:

DISTRICT

Date: 12/21/2018	District Representative – Print Name and Title Marilyn Adrianzen Chief Business Official
District Name and Street Address: San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Signature:
Phone: 619-428-4476	Email: Marilyn.adrianzen@sysdschools.org

ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who 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.

Contractor shall certify in writing to the District 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.

Contractor 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 Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for 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.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR	
Date:	Print Name and Title
Company Name	Signature

ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I _____ (Name), _____ (Title) certify that

Contractor Representative Print Name:	Title:
Company Name:	DIR Registration Number:
J&S Asphalt Paving Sealing & Striping, Co., Inc. 10325 Buena Vista Avenue Santee, CA 92071	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

Date: _____

ATTACHMENT C
TERMS AND CONDITIONS

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without

the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation 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.

ARTICLE 7. LABOR CODE COMPLIANCE: A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

San Ysidro Middle School & District Office
Asphalt Pavement & Repairs
CUPCCAA

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Standards Enforcement.

Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any:
(1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010) of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. OCCUPANCY: District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements.]

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
consisting of Articles 1 through 42**

INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.

Waived because the project is not over \$25,000.00

(Balance of page intentionally blank.)



**J&S Asphalt Paving
Sealing & Striping, Co., Inc.**
10325 Buena Vista Avenue • Santee, CA 92071
Phone: (619) 528-0593 • Fax: (619) 528-1407
License # 740743 DIR # 1000004600

Date	Number
12-13-2018	181082

PROPOSAL

San Ysidro School District
Attn: Laura Gastelum
4350 Otay Mesa Road
San Ysidro CA 92173

Phone: 619-428-4476 ext 3007
Email: Laura.gastelum@sysdschools.org

PROJECT: San Ysidro School District - 4350 Otay Mesa Road - San Ysidro CA 92173

PROPOSAL & CONTRACT (Subject to Acceptance Within 30 days)

We propose to furnish all labor, materials, and equipment necessary to perform the following items of work, in a substantial workmanlike manner; subject to the terms and conditions as stated on the reverse side of this contract:

I. DISTRICT OFFICE

A. ASPHALT PAVEMENT & REPAIRS

1. Grind and pave approximately (800 SF) with variable thickness of asphalt up to 3" and not less than 1". Creating a smooth transition, and handicapped access, compliant with ADA max 2% slope. Remove (7) abandoned concrete post footings. Fill and compact holes, before overlaying area.

TOTAL I: \$4,613.00

II. SAN YSIDRO MIDDLE SCHOOL

A. ASPHALT PAVEMENT

1. Grind existing Fire lane 2", and pave back with minimum 1.5" of 3/8" asphalt. Pave a smooth transition with existing basketball courts and new pavement at fence line and gate. Remove 3'x5' concrete patch and repave with asphalt.

TOTAL II: \$13,624.00

GRAND TOTAL: \$18,237.00

FOR A SUM TOTAL OF EIGHTEEN THOUSAND TWO HUNDRED THIRTY SEVEN DOLLARS EXACTLY

Option:

Additive Alternate: #1- If existing asphalt does not hold up and it is necessary to grind 4" and pave back 4".

Add: \$6,050.00

Exclusions: 1) Saturday work; 2) Pavement markings; 3) Sealcoat; 4) Signs;

Terms: Payment is due upon job completion. See next page for notice to owner, conditions, & general information

Respectfully Submitted by: **Jeff "Monty" Montgomery**

Title: Estimator

Quality Since 1971... Thank you!

We appreciate your business

14E.8

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**J&S Asphalt Paving****Sealing & Striping, Co., Inc.**

10325 Buena Vista Avenue • Santee, CA 92071

Phone: (619) 528-0593 • Fax: (619) 528-1407

License # 740743 DIR # 1000004600

Date	Number
12-13-2018	181082

NOTICE TO OWNER: (Section 7019- Contractor License Law)

Under the mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under this law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement of a modification thereof in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

CONDITIONS AND GENERAL INFORMATION:

1. Does not include permits, bonds, or any form of engineering (staking, testing, inspections, traffic control, etc.), and notification of tenants unless otherwise specified.
2. Monthly progress payments and full payment upon completion. All accounts not paid in full within ten (10) days after completion bear a service charge of 1 ½ % per month until paid. Any attorney fees attendant to collection to be paid in full by acceptor.
3. Work to be done in accordance with plans, specifications and quantities specified above. Contractor to be notified in writing immediately to any proposed changes.
4. Soil to be at or below optimum moisture before repair work and/or paving begins.
5. Any unusual conditions of subsoil encountered such as buried slabs, underground piping, trash deposits, etc. deemed cause for additional charges.
6. When Sealcoating oil spots and/or gasoline deposits, there is no guarantee for complete adhesion due to saturation of the asphalt surface. The procedure unless otherwise stated is to: a) scrape, b) clean, c) apply bonding agent, d) seal.
7. Power steering often causes damages on sealcoated pavement. This type of damage is not covered under our guarantee.
8. Asphalt Repairs – Any area we excavate, properly base and repave to our specifications will be guaranteed for one (1) year except where abnormal abuse is the cause of failure (as a broken water line). Our guarantee is limited to the patch itself and excludes the areas around the patch. Asphalt overlay, though often substantial, cannot be guaranteed as underlying conditions of the original installation are not completely known.
9. Cracks – Cracks do not all look alike and are not all caused by the same thing; nor are they repaired in the same way. Earth movement, tree roots, moisture in the base below the asphalt, bad soil and poor compaction are some of the causes for cracks. Many times a permanent solution to cracks is too costly; the important thing is to keep them repaired so that water does not penetrate the base. We guarantee quality workmanship and materials, but cannot guarantee that cracks will not occur or reoccur due to factors as mentioned above.
10. This quotation constitutes the sole and only agreement. Any prior agreements, negotiations, etc. not set forth herein are of no force or effect.
11. Painting on Concrete Cement Curbs & Surfaces – We cannot guarantee paint adhesion on concrete surfaces due to the following factors: a) moisture in concrete cement; b) existing painted surfaces, paint type unknown; c) cement curing compounds do not allow for bonding of paint.

TERMS:

Payment in full is due upon job completion, unless otherwise specified.

ACCEPTANCE:

You are hereby authorized to furnish all materials, labor and equipment required to complete the work as outlined above, for which I/We agree to pay the amount in said proposal and according to the terms and conditions thereof (see previous page). I understand that full payment is due upon job completion.

Please fill out information below and return as confirmation of acceptance.

JOB NAME:	San Ysidro School District 4350 Otay Mesa Road - San Ysidro CA 92173	PROPOSAL NO.	181082
1. BASE BID	AMOUNT 1:		
2. OPTIONS (if any): ☐ #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5	AMOUNT 2:		
3. TOTAL BASE BID + OPTIONS	TOTAL:		
ACCEPTED BY: _____		DATE: _____	
BILLING ADDRESS: _____			
PHONE: _____		E-MAIL ADDRESS: _____	

TO SCHEDULE THIS JOB: PLEASE CONTACT Jodi Sadleir (619) 528-0593.

Jodi@jandsasphalt.com

Please include additional instructions:

14E.8

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ELI ELECTRIC & CONSTRUCTION INC.

BACKGROUND INFORMATION:

Eli Electric & Construction Inc. was hired to repair the HVAC unit serving the District's main server room.

RECOMMENDATION:

Ratify the agreement with Eli Electric & Construction Inc. for the repair/replacement of a HVAC condenser unit at the District Office at a cost of \$3,285.00 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

\$3,285.00

(Amount)

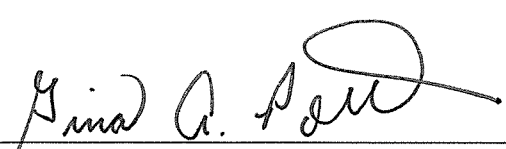
General Fund

(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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000
NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

Eli Electric & Construction Inc., hereinafter called the **CONTRACTOR** and the
San Ysidro School District, hereinafter called the **DISTRICT**.

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of:
Three thousand two hundred eighty five and 00/100 Dollars (\$ 3,285.00)
(MAY NOT EXCEED \$45,000), to be paid in full within thirty (30) days after completion and acceptance.

NOTE - Payment and Performance Bonds: For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. **LICENSE:** Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-20.

3. **CONSTRUCTION PERIOD:** This contract shall commence on December 12, 2018, with work to be completed within _____ (_____) consecutive days and/or by January 7th, 2019.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

NOTE - Order of Precedence: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

*Replace the outdoor condenser from the MDF's A.C. Unit located at District Office
4350 Otay Mesa Road San Ysidro, CA 92173
See Attachment (Estimate #011218-1)*

****PREVAILING WAGE RATES APPLY****

14E.9

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

The undersigned declares: I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____, at _____, California.

By: _____ Print Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.

_____ Surveillance of employees of the Contractor by school personnel.

_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. (last 4 digits or full CDL#) _____

XX In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

XX Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).

_____ Other, describe _____.

District Signature: _____, Title: Chief Business Official

Date: _____ Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

_____ Work Specs/Scope of Work Statement

_____ Contractor Certification Form, Attachment A

_____ Certificates of Insurance

_____ Contractor DIR Registration Certification Form,
Attachment B

_____ Workers' Compensation Insurance Certificate

_____ Terms and Conditions,
Attachment C

_____ Non Collusion Affidavit

_____ Purchase Order No. _____

NOTE - Taxpayer Identification: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY

____ Individual
 ____ Sole Proprietorship
 ____ Partnership
 ____ Corporation
 ____ Other

TAX IDENTIFICATION_____
Employer Identification Number_____
Social Security Number

License No: _____ Classification: _____ Expiration Date: _____

(District Use Only – Purchasing Dept.)

CSLB License & DIR Reg. verified by _____, Date _____)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract 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. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Contract Execution

CONTRACTOR	
Date: 12/12/2018	Accepted by - Print Name and Title
Company Name and Street Address: Eli Electric & Construction, Inc. PO Box 2799 Ramona, CA 92065	Signature
Phone: 760-788-5748	Email:
DISTRICT	
Date: 12/12/2018	District Representative – Print Name and Title Marilyn Adrianzen Chief Business Official
District Name and Street Address: San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Signature:
Phone: 619-428-4476	Email: Marilyn.adrianzen@sysdschools.org

ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who 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.

Contractor shall certify in writing to the District 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.

Contractor 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 Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for 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.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR	
Date:	Print Name and Title
Company Name	Signature

**ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I _____ (Name), _____ (Title) certify that

Contractor Representative Print Name:	Title:
Company Name:	DIR Registration Number:
Eli Electric & Construction, Inc. PO Box 2799 Ramona, CA 92065	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

Date: _____

ATTACHMENT C
TERMS AND CONDITIONS

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without

the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation 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.

ARTICLE 7. LABOR CODE COMPLIANCE: A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov/).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law

Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any:
(1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010) of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

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ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. OCCUPANCY: District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements.]

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
consisting of Articles 1 through 42**



December 11, 2018

Est. No.:011218-1

Att.: **Joanne Branch**
San Diego County of Education
Educational Facility Solutions Group
San Diego, CA 92111

Project: **Replace Coil on Rooftop York A/C**
San Ysidro Unified School District
4350 Otay Mesa Rd.
San Ysidro, CA

We are pleased to submit our bid to you for the following electrical work for the project listed above.

SCOPE:

1. Replace Condenser Coil on York A/C Unit Model D4NZ060N06506NXA .

NOTE: 2-3 day lead time on parts

BASE BID..... \$ 3,285.00
Three thousand two hundred eighty five dollars and no cents.

EXCLUSIONS:

We are excluding the following:

1. Work performed after hours. (Shift rates and overtime rates.)
2. All existing shall stay as is, no work included to modify existing to bring up to code.
3. Performance/Payment Bonds.
4. Test; Balance; Commissioning.

Thank You,

Daniel Beltran
Eli Electric & Construction, Inc.
PO BOX 2799
Ramona, CA 92065
DIR 1000007613

INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.

Waived because the project is not over \$25,000.00

(Balance of page intentionally blank.)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH A2Z BUS SALES

BACKGROUND INFORMATION:

The District has a need for school buses in order to meet the student transportation needs. In an effort to accommodate the increasing number of students that require transportation services, the Business Services staff has reached out to several transportation companies and checked alternative options. A2Z Bus Sales is a company that sales and leases semi-new buses at reasonable prices. The District has leased one (1) bus for the remainder of school year 2018-19, at which time the transportation needs will be reviewed again. The cost implications are:

- \$1,940.00 per month, plus mileage and
- Routine Maintenance and minor repairs such as tires, brakes, lights, hoses, seat belts, clamps, etc.
- Other expenses may be applicable/incurred.

RECOMMENDATION:

Ratify the agreement with A2Z Bus Sales for the rental of one (1) school bus for the remainder of school year 2018-19 at an estimated cost of \$15,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: MA

Financial Implications?

☒ Yes ☐ No

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

☐ Yes ☐ No

Requisition #

\$15,000.00

(Amount)

General Fund

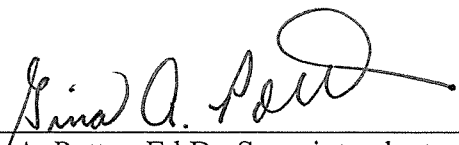
(Name of funding source and/or location)

--

(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

**14E.10
Page 1 of 4**



LEASE/RENTAL AGREEMENT

This Lease/Rental Agreement (the "Agreement") is entered into this _____ day of _____ by **A-Z Bus Sales, Inc.**, Pre-Owned Bus Department of 1900 South Riverside Avenue, Colton, California 92324, the *Owner*, and San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, the *Renter*.

NOW THEREFORE, in consideration of the mutual promises set forth herein of the parties hereto, the parties agree as follows:

I.

WITNESS: The Owner does hereby lease to Renter the following described motor vehicle (the "vehicle") for the following term:

One (1) Refer to Addendum A/ Lease Agreement VIN: Refer to Addendum A/ Lease Agreement For an initial period of five (5) months from January 21st, 2019 through June 30th, 2019 (the "Initial Term"), at \$1,800 per month plus tax, a grand total of \$1,939.50 per month with a mileage allowance of 2,500 miles per month. Excess mileage will be charged at 50 cents per mile each month. An additional \$2,500 charge for exchanging a DPF heater element. With a mandatory minimum rental term of 5 months. **After that, it will continue on a monthly basis at a rate of \$1,939.50 per month, until vehicle is returned.**

II.

At the expiration of the initial rental period on June 30th, 2019, the Renter shall, at its option:

- 1 Return the Vehicle to Owner in as good a condition as received with normal wear and tear, or
- 2 Retain the Vehicle for an additional period (an "Additional term") under the terms and conditions contained in the Agreement after having obtained Owner's written consent at least thirty (30) days prior to the expiration of the initial retention rental period.

III.

Renter agrees to indemnify and hold Owner harmless from any liability from any personal injuries, property damage, or any other damages or injuries, which result from the use or operation of, said Vehicle by Renter or its agents, representatives or employees. Owner and Renter agree there is categorically no employment relationship between the Owner and Renter. Renter shall assume any and all loss or damages to said vehicle(s) while within the Renter's control and possession.

IV.

Renter will provide at its own expense personal liability, collision, comprehensive **\$5 million**, and property damage insurance in the amount of **\$5 million**, which shall properly cover the Renter's

use of the Vehicle. A copy of this policy or a Certificate of Insurance shall be delivered to the Owner at the earliest possible opportunity evidencing such coverage. Before the Vehicle is delivered, Owner shall be named as *additional insured* and *loss payee* on the policy. The parties agree that the Value of the Vehicle is \$35,000.00 + sales tax.

V.

Renter shall keep records on a Daily Driver Check List to assure that all systems, fluid levels, etc., are being properly checked and maintained. Renter will maintain the Vehicle in good operating condition, and will furnish all parts and supplies necessary to comply with this provision, including, but not limited to, tires, tubes, fuel, lubricants, oil and anti-freeze, and further, the Renter shall keep the Vehicle properly stored. A-Z Bus Sales Inc. will not be responsible for any parts or service that has not been prior negotiated between the renter and owner and a proper PO issued by owner for said parts and services. The renter must notify owner immediately when there is an equipment malfunction. In the event of a mechanical failure presents the bus from being safely operated, A-Z Bus Sales Pre-Owned Dept. must be contacted immediately for "next-step" processing. Both owner and renter must agree to disposition to any malfunction prior to compensation repair. Renter shall be liable to Owner for any and all damage or depreciation caused by the negligence of the Renter, its officers, agents or employees, or by failure or neglect of the Renter, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear is expected.

VI.

Owner, its successors or assigns, may assign this Agreement and/or grant a security interest therein or in the subject Vehicle, in whole or in part, without notice to Renter. Unless the Owner's assignee otherwise agrees in writing, such assignee will not assume any of the Owner's obligations under this Agreement. Upon written request by Renter, its successors or assigns, the assignment or reassignment of the Rental and/or the granting of a security interest in the subject Vehicle may be considered. Upon a written notice by Owners assignee, Renter agrees to make any and all periodical payments owed by Renter to Owner under this Agreement to Owners assignee, without any set-off or deduction whatsoever, notwithstanding any defect in, damage to, or requisition of any of the subject equipment rented hereunder, or any other similar or dissimilar event, or any defense, set-off, counterclaim, or recoupment arising out of any claim the Renter may have against the Owner, until such time as the total liability owed by the Renter to Owner is fully paid.

VII.

This Agreement may be terminated in the following manner: (i) if the Renter fails to perform any of the above terms, the Owner shall have the right to terminate this Agreement by giving the Renter fifteen (15) days written notice and Renter shall terminate its lease payment; and (ii) for any reason by either party upon fifteen (15) days prior written notice (when applicable.)

VIII.

Renter shall not sub-lease the Vehicle to any other person or entity, including any auxiliary group.

IX.

14E.10

Page 3 of 4

No. 122118

The Vehicle will be delivered by Owner from 1900 S. Riverside Avenue, Colton, CA 92324 and will be stored at San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, the Renter.

X.

All Motor carriers are required to have proper Authorities to operate buses in California. A certificate or permit issued by the PUC is required under Section 271-8, HRS except for persons transporting passengers without charge. A valid TCP Number is required for charter vehicles to operate in the same way insurance and registration is required for normal drivers.

Please supply the identifying numbers for the referenced authorities that apply to your fleet:

PUC #: _____

TCP #: _____

CA #: _____

Renter: San Ysidro School District

Authorized Signor (Print Name)

Date: _____

Signature

Title

Owner: A-Z Bus Sales, Inc. – Pre-Owned Bus Dept.

Authorized Signor (Print Name)

Date: _____

Signature

Title

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Willow School
Manuel Bojorquez, Principal

INITIAL 
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH NAVAIR NORTH
ISLAND'S SCIENCE ENRICHMENT PROGRAM (NSEP)

BACKGROUND INFORMATION:

The NAVAIR Science Enrichment Program has partnered with various local schools to make "Science Come Alive" through hands-on, minds-on science experiments, workshops and mentoring, in areas such as Static Electricity, Solar Power, Magnetism, Aerodynamics and more. NSEP is a program sponsored by the Research & Engineering Group, Fleet Readiness Center Southwest located at North Island in San Diego, California.

The NAVAIR Science Enrichment Program has been offered at Willow School for the past years and has truly enriched the educational experiences of students. The District would like to continue receiving these free services for the 2018-19 school year.

RECOMMENDATION:

Approve the Memorandum of Understanding with NAVAIR to provide North Island's Science Enrichment Program (NSEP) at Willow School at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal No. 1 Student Achievement, Action 1.9

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


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

**14E.11
Page 1 of 3**



Memorandum of Understanding (MOU)
between
Willow Elementary **School and the**
NAVAIR North Island's Science Enrichment Program (NSEP)

BACKGROUND:

Since 1991, the NAVAIR Science Enrichment Program has partnered with various local schools to make "Science Come Alive" through hands-on, minds-on science experiments, workshops and mentoring, in areas such as Static Electricity, Solar Power, Magnetism, Aerodynamics and more. NSEP is a sponsored by the Research & Engineering Group, Fleet Readiness Center Southwest located at North Island in San Diego, California

GOALS & OBJECTIVES:

The goal of this partnership is to introduce and encourage scientific studies and careers in young students. The program enlists the talents of volunteer engineers and scientists from NAVAIR North Island in order to develop the students' critical thinking and provide career connections to STEM. Through this partnership, NAVAIR strives to leave a fun and positive footprint within our community and inspire students to become our future engineers and scientists.

DESCRIPTION:

Through this Memorandum of Understanding, the NAVAIR Science Enrichment Program will provide 1 "NAVAIR Science Workshops" at
Willow Elementary School as part of a partnership between
Willow Elementary School and NAVAIR North Island.

DURATION OF AGREEMENT:

April 1, 2019 through June 30, 2019

SCHOOL RESPONSIBILITIES:

The school is responsible for the following:

- Provide a classroom, a projector and a screen
- Provide a faculty member, a Teacher-Liaison or parent that will be responsible for student supervision at all times during the workshop
- Provide and notify each participant's parent or guardian regarding NAVAIR's Photo Release Permission Form and Information
 - Provide a list of names of the students that cannot be photographed

- Set expectations that all participating students shall respect and cooperate with the NAVAIR mentors
- Identify in advance how many 5th grade students will participate

NAVAIR North Island RESPONSIBILITIES:

NAVAIR North Island is responsible for the following:

- Provide NSEP mentors for science workshop
- Provide a science workshop of approximately 1 hour(s)
- Provide all material and supplies required for the workshop

DETAILS:

The following science workshop(s) will be provided:

Workshop Type(s): TBD (Polymers, Static Electricity, etc)

Date(s): 4/16/2019

Time(s): 1:30-2:30PM

Number of Students: 30

DISCLOSURE: This agreement does not create a special or relationship between the parties or confer other rights not already provided by federal statute or regulation.

We, the undersigned, acknowledge and agree to the terms and conditions of the above-cited agreement on, 11th day of December, year 2018.

GARCIA.CLAUDIA.
ALVAREZ.1231763
232

Digitally signed by
GARCIA.CLAUDIA.ALVAREZ.12
31763232
Date: 2018.12.11 12:17:17 -08'00'

Claudia A. Garcia- Director
NAVAIR Science Enrichment Program

Principal Name Manuel Bojorquez
Willow Elementary School

Marilyn Adrianzen
Chief Business Official

Board approved: _____

Teacher Representative Katie Bisaga

Willow Elementary School

JOHNSON.PAUL.1231324115
1231324115

Digitally signed by
JOHNSON.PAUL.1231324115
Date: 2018.12.11 10:54:33 -08'00'

Paul Johnson- NSEP Educational Partnership Lead
NAVAIR North Island

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2018

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

FROM:
Willow School
Manuel Bojorquez, Principal

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MANO-A-MANO FOUNDATION

BACKGROUND INFORMATION:

The Mano-a-Mano Foundation was established to provide cultural sensitive, educational and supportive services to Latino families in the North County San Diego community. It is a 501(c)3, non-profit organization that provides skill building support groups that help parents and their children to encourage and nurture family success. Mano-a-Mano also promotes student and family involvement in school; drug and alcohol, and abuse awareness and education, gang prevention; parenting skill training and parent support groups.

Dr. Beatriz Villarreal will provide parent education workshops actual and up-to-date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parent how to participate in active, constructive and positive manner in their children's education. Parents will receive information on how to prevent at-risk behaviors and the strategies that will help them educate a healthy, well-mannered, independent, responsible and sensitive youth.

The parent educational workshops (8 weeks) will be offered at Willow School on Wednesdays during the months of January through March 2019 at a cost of \$4,000.00.

RECOMMENDATION:

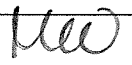
Approve the agreement with Mano-a-Mano Foundation for parent educational workshops at Willow School during the months of January through March 2019 at a cost up to \$4,000.00 from Title I funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 3, Parent Engagement Parent participation in the educational process will increase annually.

3.3 Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

☐ 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

\$4,000.00

(Amount)

Title I Funds

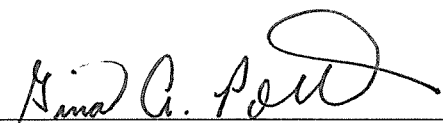
(Name of funding source and/or location)

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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


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

**14E.12
Page 1 of 3**

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between Mano a Mano Foundation (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

To provide Parent Education workshops services at Willow School. An 8-week Spanish speaking program for Latino parents to provide actual, up-to date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parents how to participate in an active, constructive and positive manner in their children education. Workshops give parents the information of how to prevent at-risks behaviors and the strategies that will help them educate a healthy, well mannered, independent, responsible and sensitive youth.

2. Scope of Services:

The Speaker shall perform the services described below for the compensation stated in Section 3:

Keynote speaker/presenter for parent educational meetings to be held Willow School during the months of January 2019 through March 2019 for 8 weeks each as scheduled with each individual school site.

3. Compensation:

DISTRICT will pay SPEAKER a not to exceed amount of \$4,000.00. The District is not responsible for any other expenses.

Payment will be made upon submittal of invoice to the Business Services Department for processing of payment.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Termination:

This contract may be terminated at no cost to either party upon 7 days advance written notice prior to the date of service stated in Section 2, above.

6. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

MANO A MANO

GUEST SPEAKER – DR. BEATRIZ VILLARREAL, DIRECTOR

Signature: _____ Date: _____

Address: _____

Telephone: (760) 492-8897 E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476

Board approved: _____

SYSD CONTACT PERSONS:

Manuel Bojorquez
Principal, Willow School
(619) 428-4476 ext. 3799
Manuel.bojorquez@sysdschools.org

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director
Nadia Aviles, VDM Principal

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THAT'S A WRAP, INC. (ALSO KNOWN AS SWISS PARK AND HALL)

BACKGROUND INFORMATION:

The Vista Del Mar Middle School's Associated Student Body (ASB) hosts a dance for 8th graders that will be promoting to High School. This year, the ASB voted to either have their promotion dance at the San Ysidro Middle School's Multi-Cultural Complex or off site. The ASB approved to have their special 8th grade promotion dance outside the District facilities.

The Swiss Park and Hall is available for this special occasion and at a reasonable price. The date of the event is planned for Wednesday, June 20, 2018 from 5:00 – 8:00 p.m.. Parents will be responsible for transporting their student to and from the event. The Principal and certificated staff will be supervising the event.

The cost implication for this Event Agreement is \$4,000.00 for rental fee (\$600.00 incidentals deposit) and Security Guard fees (to be determined). Other fees may apply.

RECOMMENDATION:

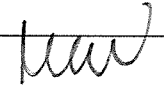
Approve the Event Agreement with That's A Wrap, Inc. to occupy and use the Swiss Park and Hall for the Vista Del Mar Middle School's 8th grade promotion event to be held on Thursday, June 6, 2019 at an estimated cost of \$4,600.00 from the Vista Del Mar Middle School's ASB funds.

LCAP GOAL AND ACTION/SERVICE:

Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT

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

\$4,600.00

(Amount)

ASB Funds

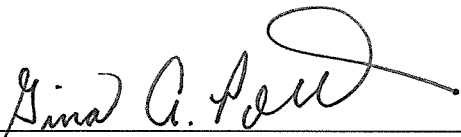
(Name of funding source and/or location)

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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


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

14E.13
Page 1 of 7

EVENT CONTRACT & AGREEMENT BETWEEN

That's A Wrap, Inc. @ Swiss Park and Hall & Client
2001 Main Street, Chula Vista, CA 91911 (619) 423-1036

This **AGREEMENT of SERVICE** is made as of June 6, 2019, between **SWISS PARK** and the **UNDERSIGNED INDIVIDUALS**. Page | 1

I. RESERVATION FEE (circle which one/s apply)

A payment of \$2000 was received in: **cash**, **money order**, **cashier's check** or **credit card** to guarantee the date of June 6, 2019 and the **package rate** for the event/rental. This payment will be applied toward the total cost of the event package/rental. All add-ons or upgrades are subject to change.

II. CANCELLATION POLICY

All cancellations of events must be done in writing and submitted at least 180 days before the scheduled event/rental. A cancellation will result in the forfeit of the client's **\$2000.00** deposit. There will be no cancellations honored if less than 180 days from the event/rental; however, the funds can be reapplied toward the cost of another event/rental within 1 calendar year of the original event date. **There will be no refunds issued for Discounted Packages.**

III. FINANCE & PAYMENT PLANS (PLEASE CHOOSE ONE and INITIAL)

A) 90 Days from signed contract the entire balance will be paid in full

B) Payments will be made monthly based on dividing balance due by number of months pending your event. Payments can be made in cash, money order, cashier's check, or credit card. Please see agreement below for missed or late payments.

C) Automatic payments will be made monthly based on dividing balance due by number of months pending your event. Payments will be processed automatically from your bank or credit card. Authorization form needs to be completed. Please see agreement below for missed or late payments.

 # of payments to be made monthly with the final payment due 30 days prior to event. Payments must be made according to the terms set forth in the contract. Late or Missing payments will result in a 10% fee due the following month. Fees will continue to add to your unpaid balance

If you cannot fulfill your commitment to these terms, we will assume that you are choosing to cancel your event without notice. Therefore, no refunds will be given back, and the offer will revert to having your date available on our calendar for other parties to reserve.

Monthly Payment Amount:					# of Monthly Payments:				
Tasting Appointment Scheduled after 30% Payment					Linen Appointment Scheduled after 60% Payment				
MONTH	Feb								
PAYMENT	2000 + 600 RDD								

IV. INCIDENTAL DEPOSIT

REVISED 1/16/19

14E.13
Page 2 of 7

EVENT CONTRACT & AGREEMENT BETWEEN

That's A Wrap, Inc. @ Swiss Park and Hall & Client

2001 Main Street, Chula Vista, CA 91911 (619) 423-1036

A minimum incidental deposit of **\$600** will be applied to every contract. Client(s) shall pay for all losses, damages or late payment fees to Swiss Park property that is caused by the client(s), the client's guests or any other party through negligence, willful intent or otherwise. Any costs above and beyond the deposit amount will be payable upon demand by Swiss Park. Swiss Park will issue an incidental report no later than 30 days after the event date. An additional \$200 deposit will be added to the contract if you choose to use any outside vendor not on our approved vendor list.

V. VENDORS & LIABILITY INSURANCE (email to swissclubevents@calcater.com)

All outside vendors must provide proof of Liability Insurance ASAP. The LLC must list *That's A Wrap INC @ Swiss Park 2001 Main Street Chula Vista CA 91911* as the Holder. Outside vendors for catering, DJ, decorations, outdoor equipment, inflatables, etc. are subject to an operations fee.

SWISS PARK VENDOR REQUIREMENTS

DJ's, Carnival Themed Entertainment, Photobooths, Bands, Petting Zoo, Equipment Rental Companies, Mechanical Bull, Jumpers.

Limited Liability Insurance *	\$1 million-dollar coverage	Due 30 days prior to event
-------------------------------	-----------------------------	----------------------------

- * Holder should be: That's A Wrap at Swiss Park, 2001 Main Street, Chula Vista, CA 91911
- If vendor does not have INSURANCE go to eventhelper.com

Food and Beverage: Outside Catering Companies, Food Trucks, Food Vendors, Tostiloco Bar, Taco Bars. Excludes Cake and Dessert Tables

Limited Liability Insurance *	\$1 million-dollar coverage	Due 30 days prior to event
Current Commercial Auto Insurance		Due 30 days prior to event
Current Business License		Due 30 days prior to event
Current Health Permit		Due 30 days prior to event

- * Holder should be: That's A Wrap at Swiss Park, 2001 Main Street, Chula Vista, CA 91911

EVENT CONTRACT & AGREEMENT BETWEEN

That's A Wrap, Inc. @ Swiss Park and Hall & Client

2001 Main Street, Chula Vista, CA 91911 (619) 423-1036

Page | 3

VI. ALCOHOL/DRUG POLICY

Client(s) is prohibited from providing their own alcoholic beverages or possessing any illegal drug or substance at the event. Any violators will subject to removal from the premises or law enforcement will be contacted. Swiss Park practices a 'zero tolerance' policy for illegal drug use and underage drinking. No exceptions shall be allowed. Smoking is only allowed in designated smoking areas.

VII. OTHER RESTRICTIONS

Swiss Park Management reserves the right to eject, or cause to be ejected from the premises, any person or persons (including unruly and unsupervised children) engaging in disruptive, belligerent or threatening conduct. Swiss Park Management reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated. Swiss Park shall not be held liable for any damages by the client through exercising this right.

- There are no firearms, registered or otherwise, allowed on the Swiss Park premises. Any failure to comply will result in removal by the Swiss Park Management or local law enforcement.
- There are no pets allowed on the Swiss Park property during appointments, events, set-up, ect. Service animals are exempt.
- All events, including breakdown, must be done one hour after event is over.

VIII. TIMELINE

This agreement is for a 6- hour event with a two-hour set up and a one-hour breakdown (for a total of 8 hours). Additional event & set up hours require management approval and are subject to an additional fee. The additional event hour fee is \$10 per person based on the guaranteed guest count found in article IX. **Client will be charged a penalty for every half hour (or portion) they remain past the agreed upon end time.**

NOTE: The rental time begins when the first service person arrives and ends when the last service person leaves. Be sure to leave adequate time for your service personnel to clean up at the end of the event.

IX. GUARANTEED ATTENDANCE & GUEST LIST (as of 7/27/18)

Client(s) is required to provide Swiss Park Management with an alphabetical guest list, with the number of guests by name for all functions two weeks prior to event. Client will be financially responsible for 100% of the guaranteed number, or the actual number of guests served, whichever is greater.

X. APPOINTMENTS FOR PACKAGE/RENTAL EVENTS

Full Packaged Events include: (1) Menu Tasting appointment, (1) Linen Consultation Appointment and (1) Final Review Appointment.

Partial Package events include either (1) Menu Tasting Appointment **OR** (1) Linen Consultation Appointment and (1) Final Review Appointment.

Rental Only event include (1) Final Review Appointment.

If the addendum includes event consultation appointments, the client must adhere to the scheduled dates and times set by Swiss Park. **Any rescheduling or cancellation of appointments on the part of the client with less than 2 days' notice will result in a \$45 fee.**

REVISED 1/16/19

14E.13

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EVENT CONTRACT & AGREEMENT BETWEEN

That's A Wrap, Inc. @ Swiss Park and Hall & Client
2001 Main Street, Chula Vista, CA 91911 (619) 423-1036

Page | 4

XI. DECORATIONS

The following decorations are **specifically prohibited** at Swiss Park: Confetti (static and cannons), glitter, stickers, spray paint, liquid paint, burning objects, helium balloons, rice, bubbles, streamers, poppers, or **artificial flower petals. Natural flower petals may be used outside of buildings only.** Balloons are allowed in approved areas.

- All decorations and equipment must be delivered and set up on the same day as the event and removed at the conclusion of the event unless other arrangements are pre-made with Swiss Park Management. Swiss Park reserves the right to bill the Client(s) for removal of any left items. All pick-ups and deliveries of goods must be coordinated through Swiss Park Management to ensure vendor access to building and/or rental space.
- No furniture or decorative objects belonging to Swiss Park may be moved from their respective positions without the permission of Swiss Park Management.
- Nothing may be nailed, tacked, taped, hung, stapled or affixed in any way to the facility, inside or out. All decorations, other than free standing, must be approved by Swiss Park Management.
- Client must receive approval from Swiss Park Management for all ignited décor (Tiki Torches, Sparklers, Candles, ECT). Candles must be dripless and enclosed in a glass container of sufficient height to cover potential flame.
- Client(s) is responsible for picking up all decorations at completion of event.
- **VEHICLES ARE NOT ALLOWED ON LAWN AREA FOR ANY REASON.**
- We are **NOT RESPONSIBLE** for any items left behind after your event. This includes cell phones, cameras, equipment, décor, clothing, and marriage certificates.

XII. AGREEMENT TERMINATION

Swiss Park Management retains the right to terminate this contract with written notice at any time for the following reasons: misrepresentation of the event, lack of insurance, deposit check returned by bank, threats of violence or actual violence to any Swiss Park employee or subcontractor by Client's employees or subcontractors, threats of damage or actual damage to Swiss Park facilities by Client's employees or subcontractors, damage or theft of Swiss Park property by Client's employees or subcontractors or failure to abide by the terms and conditions of this rental contract. Cancellation by Swiss Park Management for any of the above-mentioned reasons will result in the loss of the entire rental amount. If Swiss Park Management determines, within its sole and absolute discretion, that continued use of the Facilities poses a risk to the safety of any person, Swiss Park may terminate the Client's rights under this Agreement and/or immediately remove (or have removed) all or any individual(s) from the Property.

This agreement is to be executed on the dates indicated below, effective as of the date indicated above.

Client (Printed Name)

Client (Signature)

Date Signed

REVISED 1/16/19

14E.13
Page 5 of 7

EVENT CONTRACT & AGREEMENT BETWEEN

That's A Wrap, Inc. @ Swiss Park and Hall & Client
2001 Main Street, Chula Vista, CA 91911 (619) 423-1036

Marilyn Adrianzen, CBO		Page 5
		Board Approved: 01-24-19

Swiss Park Rep (Printed Name)	Swiss Park Rep (Signature)	Date Signed

SYSD Contacts:

Vista Del Mar Middle School
Nadia Aviles, Principal
(619) 454-2109

Guillermina Sandez
Teacher & ASB Rep.
(619)



Graduation Reception in the Garden - Thursday, June 6, 2019
Proposal for Client Guillermina

APPETIZERS

Fresh Seasonal Fruit Display
Nachos with cheese and jalapeño

DECOR

Dance Floor with Market Lights hung above
Market Lights hung on trees and covered patio
House Centerpieces and Linens (many choices of colors)
Rustic Farm and Round Tables with Garden Chairs

CATERING SERVICES INCLUDE

Taco's Buffet - asada, adobada & chicken-beans, rice and salsas

Dessert table -brownies, cookies and pan dulce-
Cold Beverage Stations (limonada, ice tea, and horchata)

Servers

RECEPTION HOURS

5:00 pm - 8:00 pm

NUMBER OF GUEST 100

\$30 for each additional dinner guest.



SWISS PARK HOUSE PACKAGE

\$4,000.00

\$2000 deposit reserves the date and package price. \$2000 Balance of package will be due in 1 payment of \$2000 (February 2019)

\$600 refundable incidental deposit will be added to all contracts. An additional \$200 incidental deposit will be added if you choose to use any vendor not on our approved list. All incidental deposits will be added to your last payment.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Special Education
Oscar Madera, Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENTS WITH DEPARTMENT OF HEALTH CARE SERVICES FOR
2018-2019 SCHOOL YEAR

BACKGROUND INFORMATION:

Provider Participation Agreement: Permits qualified Local Educational Agencies (LEA) - Provider Type 55 to participate as providers (LEA Provider) of services under California's Medicaid program (Medi-Cal). The mutual objective of the California Department of Health Care Services (DHCS), California Department of Education (CDE), (DHCS and CDE collectively "the State"), and LEA is to improve access to needed services for children. The agreement also sets out responsibilities relative to the LEA provider's participation in the LEA Medi-Cal Billing Option Program.

Disclosure & Use of Medi-Cal Data Agreement: The Department of Health Care Services (DHCS) and San Ysidro School District agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records or with its agents, and to ensure the integrity, security and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

RECOMMENDATION:

Approve the agreements with the Department of Health Care Services (Provider Participation Agreement and the Disclosure & Use of Medi-Cal Data Agreement) to participate as a Local Educational Agency in the Medi-Cal Billing Option Program.

LCAP GOAL AND ACTION/SERVICE:

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

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

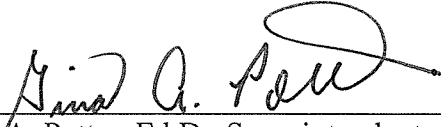
N/A

(Name of funding source and/or location)

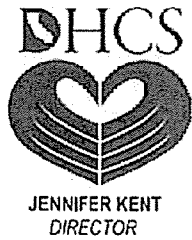
(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification


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

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State of California—Health and Human Services Agency
Department of Health Care Services
Local Educational Agency Medi-Cal Billing Option
Provider Participation Agreement



EDMUND G. BROWN JR.
GOVERNOR

1912113192

National Provider Identification Number

Effective Agreement Start Date: July 1, 2018

Official LEA Provider Name: San Ysidro School District

ARTICLE I – STATEMENT OF INTENT

The purpose of this Provider Participation Agreement (PPA) is to permit qualified Local Educational Agencies (LEA) - Provider Type 55 to participate as providers (LEA Provider) of services under California's Medicaid program (Medi-Cal). The mutual objective of the California Department of Health Care Services (DHCS) and the LEA is to improve access to needed services for children. This PPA sets out responsibilities relative to the LEA Provider's participation in the LEA Medi-Cal Billing Option Program.

ARTICLE II – LEA PROVIDER RESPONSIBILITIES

By entering into this PPA, the LEA Provider shall:

1. Comply with Welfare and Institutions Code (W&I Code), Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200); California Code of Regulations (CCR), Title 22, Division 3 (commencing with Section 50000) and Title 5, Division 1, Sections 3065, 3029 and 3051.12; the Medi-Cal Provider Manual; and Education Code, Division 1, Part 6, Chapter 5, Articles 1, 2, 3 and 4 and Sections 8800 and 49400; all as periodically amended.
2. Retain necessary records for a minimum of three years from the date of submission of the LEA Cost and Reimbursement Reconciliation Schedule (CRCS) as set forth in the Medi-Cal Provider Manual, Inpatient/Outpatient LEA section (LEA Program Provider Manual).
3. Ensure that all Medi-Cal covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000.
4. Ensure that all Medi-Cal beneficiaries are aware of and understand the freedom of choice options outlined in Section 1902(a)(23) of the Social Security Act (SSA) as specified in 42 Code of Federal Regulations (CFR) Sections 431.51(a)(1) and 441.18(a)(1).
5. Ensure services billed using the National Provider Identification (NPI) number will not be separately billed by the rendering practitioners.

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LEA Name: San Ysidro School District NPI Number: 1912113192

6. Annually put forth and certify the public portion of federal claiming dollars for unique LEA bundled services only as specified in 22 CCR 51270. (Attachment 1: Certification of the Public Portion of Federal Claiming Dollars for current fiscal year)
7. Accept as payment the approved LEA service rates minus the following LEA Medi-Cal Billing Option Program related costs as set forth in the Provider's Guide section of the LEA Program Provider Manual.
8. Reinvest federal funds received for LEA services into services for school children and their families. These funds shall be used to supplement, not supplant, existing services. LEA Medi-Cal Billing Option Program reimbursement may be reinvested in allowable LEA services as set forth in Education Code Section 8804(g).
9. Ensure administrative costs are necessary and reasonable for the proper and efficient administration of the program. The cost of professional and consultant services are allowable when reasonable in relation to the services rendered and when not contingent upon recovery of costs from the federal government, as provided in OMB Circular A-87 § 32(a); and 45 CFR 74.45.
10. Establish or designate an existing collaborative interagency human services group (local collaborative) at the county level or sub-county level to make decisions about the reinvestment of funds made available through the LEA Medi-Cal Billing Option Program as set forth in Education Code Section 8806. The LEA collaborative is required to meet a minimum of twice per year. The process needs to promote full participation in policy development and decision making.

In conjunction with making decisions on reinvestment, the local collaborative should work toward assuming the following major functions:

- a. To identify needs and develop and coordinate community-wide strategies in response to identified and documented problems confronting children and families;
 - b. To promote innovative community services in order to ensure early, accessible, and responsive service delivery to families;
 - c. To coordinate fiscal strategies to assure more comprehensive services (e.g., receipt and allocation of funds; "pooling" of current agency funding for jointly developed services; leveraging of public and private resources, etc.); and
 - d. To assess and monitor outcomes for children and families.
11. Attest in writing that the local collaborative body (specified in Section 10 above) will make the reinvestment decisions (specified in Section 8 above) regarding the use of funds made available through LEA Medi-Cal Billing Option Program reimbursements. The Statement of Commitment to Reinvest (Attachment 2A) shall be signed by the authorized representatives for all members of the collaborative.
 12. Submit an Annual Report (AR) by the mandated due date of each fiscal year, as outlined in 22 CCR 51270 and as set forth in the LEA Program Provider Manual.

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13. Submit a CRCS report by November 30th of each fiscal year, as set forth in the Provider's Guide section of the LEA Program Provider Manual, to certify that the public funds expended for services provided have been expended as necessary for federal financial participation (FFP) pursuant to the requirements of SSA, Section 1903, Subdivision (w) and 42 CFR Section 433.50, et seq. for allowable medical costs.
14. Adhere to and comply with all federal and State third-party liability requirements prior to billing Medi-Cal, including, but not limited to, any policy directives issued by Federal Health and Human Services (HHS) and Centers for Medicare and Medicaid Services (CMS) and the standards found in 42 United States Code (USC) Section 1396a, Subdivision (a), paragraph (25); 42 CFR Section 433.139; W&I Code Sections 14005, 14023.7, 14124.90; and 22 CCR 51005 and 50761 et. seq.
15. Conform any claims for LEA Services rendered by LEA Providers to the standards set forth in W&I Code Section 14115.
16. Not discriminate against any beneficiary on the basis of race, color, national or ethnic origin, sex, age, religion, political beliefs, or mental or physical disability.
17. Comply with the Family Educational Rights and Privacy Act (FERPA) by requiring that schools obtain written consent from the parent or guardian of the student prior to releasing any medical information from the student's education record. Pursuant to 34 CFR, Section 99.30, the written consent must specify the records that may be disclosed, state the purpose of the disclosure, and identify the party to whom the disclosure may be made.

Pursuant to the requirements found in 34 CFR 300.154, the LEA shall obtain written consent from the parent or guardian of the student to access the student's or parent's public benefits or insurance to pay for related services. The LEA shall seek written parental consent, subject to the requirements found in 34 CFR 300.154, for the release and exchange of personally identifiable information that may be disclosed (e.g. records or information about the services provided), which specifies that the purpose of the consent is for Medi-Cal billing purposes, and which specifies the Medi-Cal agency to which disclosure may be made. Prior to accessing the student's or parent's public benefits or insurance for the first time, and annually thereafter, the LEA shall provide written notification, consistent with 34 CFR 300.503(c), to the student's parents, that includes the provisions found in 34 CFR 300.154(d)(2)(v)(A-D).

Notwithstanding the above, the LEA shall comply with confidentiality requirements as specified in 42 USC Section 1320c-9; 20 USC Section 1232g; 42 CFR Section 431.300; 34 CFR Sections 99.30, 99.31 and 300.154; W&I Code Section 14100.2; 22 CCR Section 51009; and Education Code Sections 49060, and 49073 through 49079.

18. Comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) by requiring that schools obtain written consent from the parent or guardian of the student for the release and exchange of all relevant medical student information, when overall care is coordinated between the school and another entity that is providing medically necessary services to the student, including Medi-Cal managed care health plans (MCPs). LEAs shall also coordinate care to minimize any duplication in services. LEAs may contract with MCPs or their delegated entities to render

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health care services separate and distinct from LEA services if mutually agreeable terms can be reached between the LEA and MCP.

19. Ensure all applicable state and federal requirements are met in rendering services under this PPA. It is understood and agreed that failure by the LEA Provider to ensure all applicable state and federal requirements are met in rendering services under this PPA shall be sufficient cause for DHCS to deny or recoup payments to the LEA Provider and/or to terminate this PPA. In the event of a federal audit disallowance, the LEA Provider shall cooperate with DHCS in replying to and complying with any federal audit exception related to the LEA Medi-Cal Billing Option Program. The LEA Provider shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PPA. The LEA Provider shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PPA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.

If the LEA Provider fails to remit payment for a federal audit disallowance, and/or for any interest or penalties due for an audit disallowance, following a demand for such payment from DHCS, DHCS may, at its option: terminate this PPA, withhold future payments to the LEA Provider for services rendered, or recoup payments made to the LEA Provider for services rendered under the LEA Medi-Cal Billing Option Program.

20. Utilize current safety net and traditional health care providers when those providers are accessible to specific school sites identified by the LEA Provider to participate in this program, rather than adding duplicate capacity.
21. Adhere to and comply with all HHS and CMS requirements with respect to billing for services provided by other health care professionals under contract with the LEA Provider and avoid duplication of services and billing with other programs.
22. Abide by the Business Associate Addendum (BAA) (Exhibit A), as incorporated herein and made part of this Agreement by this reference. Data released to the LEA is to be used solely for the purpose of verifying Medi-Cal eligibility of the beneficiaries. The data elements released to the LEA are listed in Exhibit B.
23. Ensure that providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (Title 2 of the Code of Federal Regulations, Part 200, and, specifically, 2 CFR 200.330). Consequently, as a contractor, as distinguished from subrecipient, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.

ARTICLE III – DHCS RESPONSIBILITIES

By entering into this PPA, DHCS shall:

1. Remit payment to the LEA Provider for services rendered to eligible beneficiaries in accordance with applicable medical necessity and utilization review requirements, and billed in accordance with applicable claims submission requirements.
2. Make training available in proper documentation and billing procedures to LEA Providers.
3. Collect and review the LEA Annual Report.
4. Chair the LEA Advisory Workgroup meetings and perform the services as authorized by the legislature in W&I Code Section 14115.8.

ARTICLE IV – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this PPA does not appropriate sufficient funds for the LEA Medi-Cal Billing Option Program, this PPA shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the LEA Provider or to furnish any other considerations under the PPA and the LEA Provider shall not be obligated to perform any provisions of this PPA.
2. If funding for any state fiscal year is reduced or deleted by the State Budget Act for purposes of this LEA Medi-Cal Billing Option Program, the State shall have the option to either cancel this PPA, with no liability occurring to the State, or offer an agreement amendment to the LEA Provider to reflect the reduced amount.

ARTICLE V – GENERAL PROVISIONS

1. This PPA constitutes the entire agreement between the parties regarding the LEA Program. No condition, provision, agreement, or understanding not stated in the PPA shall affect any rights, duties, or privileges in connection with this agreement.
2. This PPA shall not be altered except by an amendment in writing signed by all parties. No person is authorized to alter or vary the terms or make any representation or inducement relative to it, unless the alteration appears by way of a written amendment to this PPA, signed by the duly authorized representatives of DHCS and the LEA Provider.

Activation of Agreement

3. This PPA will be considered in effect, upon all the following occurring:
 - a. This PPA is signed by authorized representatives of the LEA Provider and DHCS;
 - b. Submission of the LEA Medi-Cal Provider Enrollment Information Sheet;
 - c. Submission of Certification of State Matching Funds for LEA Services (Attachment 1);
 - d. Submission of Annual Report Financial Statement Data (Attachment 1A);
 - e. Submission of Statement of Commitment to Reinvest (Attachments 2 and 2A).

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Agreement Termination

4. This PPA will remain in effect until terminated by either party pursuant to this section subject to the requirements and conditions set forth in this PPA. The LEA Provider may terminate this PPA by the termination of its Medi-Cal Certification. The LEA Provider must submit a cover letter explaining the action requested, as well as a Medi-Cal Supplemental Change Form (DHCS 6209) to DHCS Provider Enrollment Division (PED). A copy of the termination request must be emailed by the LEA Provider to the DHCS LEA Medi-Cal Billing Option Program at LEA@dhcs.ca.gov.
5. DHCS may terminate this PPA without cause, and terminate the participation of the LEA Provider in the LEA Medi-Cal Billing Option Program by giving at least a 30-day prior written notification of the termination. In cases where the DHCS Director determines that the health and welfare of beneficiaries or of the public is jeopardized by continuation of this PPA, this PPA shall be immediately terminated. In addition, DHCS may terminate this PPA for cause, which includes failure to comply with any of the terms of this PPA, suspension or termination of the LEA Provider's certification from the California Department of Education (CDE), or if it is determined that the LEA Provider does not meet the requirements for participation in the LEA Medi-Cal Billing Option Program, the LEA Provider has not submitted a reimbursement claim to the Medi-Cal Program within the last twelve (12) months, or that the LEA Provider has failed to certify that the match of state funds has been made. DHCS may terminate this PPA in the event that it is determined that the LEA Provider, or any employee or contract practitioner has violated the laws, regulations or rules governing the LEA Medi-Cal Billing Option Program.

Program Compliance

6. PPA and AR are required for each LEA Provider participating in the LEA Medi-Cal Billing Option Program, identified in 22 CCR 51270.

DHCS may place the LEA Provider on withhold from claims reimbursement in the LEA Medi-Cal Billing Option Program, in accordance with W&I Code Section 14123 and with the regulations contained in 22 CCR 51452.

LEA Providers that do not comply with the participation provisions or do not timely submit all required compliance documents may be placed on a 100 percent withhold from claim reimbursements. LEA Providers will be notified and given the opportunity to submit the required documents prior to the time the withhold is instituted. The withhold will remain in effect until the required documents are accepted and filed by DHCS. In the event the LEA Provider refuses to submit the required compliance documents or if the LEA Provider elects to no longer participate in the LEA Program, the LEA Provider may be required to return all LEA Medi-Cal reimbursement funds received, and all future LEA Medi-Cal reimbursements may be suspended.

7. It is agreed that the LEA Provider shall defend, hold harmless, and indemnify DHCS and CDE, their officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this PPA and the negligent and intentional acts or omissions of the LEA Provider, its officers, employees, or agents.

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8. None of the provisions of this PPA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PPA.
9. If any term, condition, or provision of this PPA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in anyway. Notwithstanding the previous sentence, if a decision by court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this PPA that is included in the purpose of this PPA then the parties to this PPA shall either amend this PPA or it shall be terminated.
10. The validity of this PPA and its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this PPA shall be governed by the State of California. Venue shall lie only in counties in which the California Attorney General maintains an office.
11. This PPA and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to this PPA.
12. The LEA Provider shall avoid any conflict of interest on the part of its subcontractors, its employees, its officers, and its directors. Thus, the State reserves the right to determine at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and, if a conflict of interest is found to exist, to require the LEA Provider to submit additional information or a plan for resolving the conflict, subject to the State's review and prior approval.

Conflicts of interest include, but are not limited to:

- a. An instance where the LEA Provider or any of its subcontractors, its employees, its officers, or its directors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to goals and objectives to the contract.
- b. An instance where the LEA Provider or any subcontractors, employees, officers, or directors use their positions for purposes that are or give the appearance of being, motivated for a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

If the State is or becomes aware of a known or suspected conflict, the LEA Provider will be given an opportunity to submit additional information, or to take action to resolve the conflict. The LEA Provider will have five (5) working days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the contract. The State may, at its discretion, upon receipt of a written request, authorize an extension of the timeline herein. 14E.14

LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: San Ysidro School District NPI Number: 1912113192

ARTICLE VI – EXECUTION

The signatories to this PPA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

Official LEA Provider Name: San Ysidro School District

Marilyn Adrianzen

Name of First Authorized Representative
(Person legally authorized to bind contracts for the LEA: Superintendent, Assistant Superintendent, Business/Fiscal Officer)

Chief Business Official

Title of First Authorized Representative

Name of Second Authorized Representative
(If necessary)

Title of Second Authorized Representative

Signature of First Authorized Representative

Signature of Second Authorized Representative

Date

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Jose Garcia

Typed or Printed Name of the DHCS Authorized Representative

Chief, SBSC Services Section

Typed or Printed Title of the DHCS Authorized Representative

Date

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DEPARTMENT OF HEALTH CARE SERVICES

AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

1. In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and San Ysidro School District (parties) enter into this Agreement as follows: This Agreement is by and between the California Department of Health Care Services and San Ysidro School District (User(s)).
2. This Agreement addresses the conditions under which DHCS will disclose and the User(s) will obtain and use Medi-Cal data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to the User(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 4 or the DHCS signatories to this Agreement shown in Section 22.
3. The parties mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized acquisition, access, use or disclosure. The User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

Roger Vang

Name of Custodian of Files

Director of Technologies

Title/Component

Paradigm Health Care Services

Company/Organization

500 Sansome Street, Suite 500

Company Address

San Francisco CA, 94111

City/State/Zip

415-616-0920/rvang@paradigm-healthcare.com

Phone Number / Email Address

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User Initial: _____

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4. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

California Department of Health Care Services
Safety Net Financing Division, LEA Program Unit
Attn: Cheryl Ward
(916) 345-7687
LEA@dhcs.ca.gov

5. The parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: Data Files
Attachment B: Security Controls
Attachment C: Notification of Breach
Attachment D: Certificate of Destruction

6. The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose: Data is released to LEAs for the purpose of verifying Medi-Cal eligibility of the beneficiaries. Services are being provided to students, and prior to services being rendered LEAs are obligated to verify the students' (beneficiaries') eligibility. The data listed in Attachment A is the minimum amount needed for this purpose.
7. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, *which include the Final Omnibus Rule*, at 45 CFR Parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 *et. seq.*, Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2, and the provisions of other applicable federal and state laws. User(s) specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 6 of this Agreement. User(s) also specifically agree they will not use any DHCS data, by itself or in combination with any other data from any source, whether or not publicly available, to individually identify any person to anyone other than DHCS, as provided in this Agreement.

8. The following definitions shall apply to this Agreement. The terms used in this Agreement not otherwise defined shall have the same meanings as those terms have in the HIPAA regulations, the IPA or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
- a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the IPA.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code sections 1798.3 and 1798.29.
 - d. PHI means individually identifiable health information that is transmitted by electronic media maintained in electronic media (45 CFR § 160.103), or is transmitted or maintained in any other form or medium (Management Memo Management Memo (MM) 08-11 and SAM 5365.2; Also, see SAM 5305.8).
 - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - f. Security Incident means the attempted or successful unauthorized acquisition, access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h) and the HIPAA regulations.

9. The User(s) represent and warrant that, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization, except as DHCS shall authorize in writing. The User(s) agrees that, within the User's (s') organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement or Attachment A and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The User(s) shall not use the information to identify or contact any individuals.
10. The User(s) agree to notify DHCS within 30 days of the completion of the purpose specified in section 6. Upon such completion, the User(s) shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. The User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. The User(s) shall certify the destruction of the file(s) in writing within 30 days of the destruction. A statement certifying this action must be sent to the DHCS point-of-contact listed in section 4. The User(s) agree that no data from DHCS records, any parts or copies thereof, including files derived from DHCS records (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS person designated in section 4.
11. The User(s) agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, and the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), and the HIPAA Regulations. Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The User(s) also agrees to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. In addition, the User(s) agree to comply with the specific security controls enumerated in Attachment B of this Agreement. The User(s) also agree to ensure that any agents, including a subcontractor to whom they provide DHCS data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s).

12. The users acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164, of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq., the Confidentiality of Substance Use Disorder Patient Records 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.53 allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose, or to investigate or prosecute criminal or other activities as authorized by an appropriate court order under section 2.66. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide the DHCS data, agree to the same restrictions and conditions that apply to the User(s) with respect to such information.
13. The User(s) agree to report to DHCS any acquisition, access, use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery, and to take further action regarding the acquisition, access, use or disclosure as specified in Attachment C, Notification of Breach, of this Agreement.
14. User(s) agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User(s) shall observe the following requirements.
- a) User(s) shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
 - b) User(s) shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
15. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User(s) to monitor compliance with this Agreement. User(s) shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User(s)' facilities, systems and procedures does not relieve User(s) of their responsibility to comply with this Agreement.

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16. The User(s) acknowledge that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
17. By signing this Agreement, the User(s) agree to abide by all provisions set out in this Agreement and in Attachments B, C and D and for protection of the data file(s) specified in this Agreement, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the User(s) agree that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of DHCS data may result in denial of access to DHCS data.
18. This Agreement shall terminate at the time of the completion of the project which is described in paragraph 6, or on December 1, 2021, whichever event occurs later, and at that time all data provided by DHCS must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the DHCS representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
19. Termination for Cause. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement governing the privacy and security of the PHI and PI shall remain in effect until all PHI and PI is destroyed or returned to DHCS.
20. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
21. This Agreement shall be binding on any successors to the parties.

22. The Custodian, as named in Section 3, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User(s), and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User(s).

Roger Vang

Name of Custodian of File(s)

Director of Technologies

Title/Component

Signature

Date

23. On behalf of the User(s), the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Marilyn Adrianzen

Name

Chief Business Official

Title/Component

San Ysidro School District

Company/Organization

1912113192

NPI Number

4350 Otay Mesa Road

Company Address

San Ysidro CA, 92173

City/State/ZIP

619-428-4476

Phone Number / Email Address

Signature

Board Approved:

Date

24. On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of DHCS Representative

Title/Component

Signature

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Special Education
Oscar Madera, Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MYPT SAN DIEGO – AMENDMENT NO. 1

BACKGROUND INFORMATION:

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

The Special Education Department would like to amend the cost in the agreement from \$10,000.00 to \$30,000.00 as more students are requiring physical therapy per their IEPs.

RECOMMENDATION:

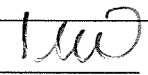
Approve/Ratify the Amendment No. 1 to the MyPt San Diego agreement to provide physical therapy to students with special needs in an amount not to exceed \$30,000.00 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 1, Item 1.21:

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

☐ Renewal ☐ New ☒ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

CONTRACT TOTAL

\$30,000.00

(Amount)

Special Education

(Name of funding source and/or location)

0100-6500000-5770-1190-5800010-054

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification


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

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Page 1 of 2**

**PROFESSIONAL SERVICES AGREEMENT
WITH
MY PT SAN DIEGO**

For Physical Therapy Consultant Services

AMENDMENT

This AMENDMENT is made effective on January 25, 2019, and it is made by and between My PT San Diego hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Consultant, who is specifically qualified to provide consulting services for educational purposes, desires to provide services to the District.

WHEREAS, the Consultant and District's current agreement dated October 12, 2018, currently provides services such as initial and triennial assessments for students who require physical therapy evaluations/services, and participates in Individual Educational Program (IEP) meetings to present assessment results and students' progress.

WHEREAS, the District would like to continue receiving the services provided by MyPT (initial evaluations/services, preparing benchmarks and attending IEP meetings), as more students with special needs require physical therapy services per their IEPs.

NOW, THEREFORE, The Consultant and the District agree as follows:

Per Section 5.8 of original agreement:

The District would like to amend the not to exceed amount from \$10,000.00 to \$30,000.00. All other terms and conditions on original agreement dated October 12, 2018 remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below.

CONSULTANT:

Cathy Cortney
3445 Xenophon Street
San Diego, CA 92106
(619) 701-7489

DISTRICT:

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

Signature

Cathy Cortney, PT Consultant
Name & Title

cathy@myptsandiego.com
Email

Date signed

Signature

Marilyn Adrianzen Chief Business Official
Name & Title

marilyn.adrianzen@sysdschools.org
Email

Date signed

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Page 2 of 2

Board approved

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM: Special Education
Oscar Madera, Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH
SAN DIEGO CENTER FOR CHILDREN FOR 2018-2019 SCHOOL YEAR

BACKGROUND INFORMATION:

California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. EC Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public Local Educational Agency that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the California Department of Education.

Students who reside within the District boundaries may be recommended to attend San Diego Center for Children, a State certified nonpublic school in San Diego, during 2018-2019 school year. The contract will allow a student with special needs to attend San Diego Center for Children subject to the approval of the Governing Board for the Individual Service Contract. The cost implications are:

- \$211.96 per diem x 133 days = \$28,190.68 per student
- Additional Related Services: \$320.00 per student

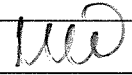
RECOMMENDATION:

Ratify the San Diego County Nonpublic Master Contract with San Diego Center for Children for 2018-2019 school year at a cost up to \$28,510.68 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$28,510.68

(Amount)

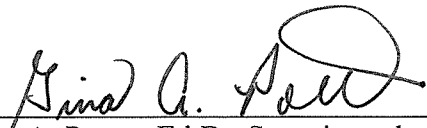
Special Education

(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

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San Diego County

Nonpublic

Master Contract

Directions:

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



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

San Diego County Nonpublic Master Contract
Main Document
2018-2019

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

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

2018-2019

LEA: San Ysidro School District

Nonpublic: San Diego Center for Children

**2018-2019
Nonpublic
Master Contract

Main Document**



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

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Main Document**

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**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 16th day of November, 2018 between the

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

hereinafter sometimes referred to as the "LEA," and

San Diego Center for Children
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

San Diego County Nonpublic Master Contract Main Document

2018-2019

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

1.6 TERM OF MASTER CONTRACT

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

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

The term of this Master Contract shall be from November 16, 20 18 to June 30, 20 19.

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

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

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)

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

2018-2019

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

d. Student Discipline

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

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

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

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

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

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

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

2018-2019

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall
be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

<u>San Ysidro</u>	<u>CA</u>	<u>92173</u>
City	State	Zip

(619) 428-1476
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Diana Landis, CFO
Name/Title

San Diego Children Center for Children
Nonpublic School

3002 Armstrong Street
Address

<u>San Diego</u>	<u>CA</u>	<u>92111</u>
City	State	Zip

(858) 277-9550
Phone

()
Facsimile

dlandis@centerforchildren.org
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

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

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

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

2.6 TRANSPORTATION

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

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

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2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

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

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

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2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

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SECTION 5: SIGNATURES

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

This contract is effective on November 16, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☒ School ☐ Agency

Authorized Representative Signature

DATE: _____

Diana Landis, CFO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

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

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

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Appendix A: Schools



San Diego County Office of Education
Student Services and Programs Division

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

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2018-2019

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

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

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

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

2.2 GENERAL PROGRAM OF INSTRUCTION

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

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

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

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a. Transcripts

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

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

b. Foster Youth

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

2.3 SUPPLIES AND EQUIPMENT

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

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

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

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

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

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2.6 PARENT VISITS

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

2.7 ASSESSMENTS

a. State Mandated Testing

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

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

2.8 STAFF ABSENCES

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

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

2.9 MONITORING

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

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

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

b. Fire Drills

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

c. Earthquake Procedures

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

3.2 ATTENDANCE

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

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

a. Unexcused Absences

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

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

b. Change of Pupil's District of Residence

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

c. Parent Withdrawal of Student

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

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

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

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

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

e. Medication

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

f. Medical

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: San Diego Center for Children

The CONTRACTOR CDS NUMBER: 37-68338-7093115

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

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

a. General Program Tuition Rate

- 1) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$211.96

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/DAI</u>
<u>Intensive Individual Services (340)</u>	<u>\$20.50</u>	<u>Per hour</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

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<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	<u>\$80.00</u>	<u>Per hour/ Per IEP</u>
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Note Taking Services (750)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u>\$25.00</u>	<u>Per hour/ Per IEP</u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u>\$75.00</u>	<u>Per hour/ Per IEP</u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u>\$25.00</u>	<u>Per hour/ Per IEP</u>
<u>Job Coaching (855)</u>	<u>\$20.50</u>	<u>Per hour/ Per IEP</u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u>\$25.00</u>	<u>Per hour/ Per IEP</u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>

NOTES:

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

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

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Dr. Moisés Barón, CEO

(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado, Senior SELPA Director

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official

(Type) Name and Title

LEA Board Approval

DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) San Ysidro School District
provides to the CONTRACTOR San Diego Center for Children
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of Danny William Schmidt,
(Student Name)
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2018 - 2019 Contract Year.
Anticipated Student Start Date: November 16, 2018.

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

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

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

Signature

Date

Marilyn Adrianzen, Chief Business Official

Name/Title

Agreed to by the CONTRACTOR:

Signature

Date

Dr. Moisés Barón, CEO

Name/Title

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

This agreement is effective on November 16, 2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School San Diego Center for Children

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

Pupil Name: _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City San Ysidro State/Zip CA 92173

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (619) _____ (Residence) _____ (Business) _____
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 315 during the regular school year
240 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
29 during the extended school year

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

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: \$211.96
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 133 x Daily Rate \$211.96 = PROJECTED BASIC EDUCATION COSTS (A) \$28,190.68

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)					INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		X		per IEP	INCLUDED		INCLUDED
Counseling and Guidance (515)							
Parent Counseling (520)		X		per IEP	\$80.00/hr	30 min/month	\$320.00
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)		X		per IEP	\$25.00/hr		
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		per IEP	\$75.00/hr		
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

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Appendix A: Schools
2018-2019

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \$320.00

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

 (Signature)

 (Date)

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

-CONTRACTOR-

-DISTRICT-

 San Diego Center for Children
 (Name of Nonpublic School)

 San Ysidro School District
 (Name of School District)

 (Signature)

 (Date)

 (Signature)

 (Date)

 Dr. Moisés Barón, CEO
 (Name and Title)

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EDUPOINT EDUCATIONAL SYSTEMS, LLC –
NON-EMPLOYEE/AGENT ACCESS CONSENT

BACKGROUND INFORMATION:

The District is currently working with Wenger & Associates to create an Attendance Accounting System and Manuals for district-wide implementation. In order for Wenger & Assoc. to successfully create these important tools, access to the student's information system is necessary. Edupoint Educational Systems, who is the owner of the Synergy Education Platform requires that a Non-Employee/Agent Access Consent Agreement (includes Attachment 4 and Amendment) be entered by Wenger & Associates, Edupoint Educational Systems and the District. The access provided to Wenger & Associates is temporary, confidential and only for District-related purposes.

RECOMMENDATION:

Ratify the Non-Employee/Agent Access Consent Agreement with Edupoint Educational Services and Wenger and Associates, LLC at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.4: Continue to utilize current data system. Assess and evaluate system to determine effectiveness.

☐ 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

N/A

(Amount)

N/A

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

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

Attachment 4

NON-EMPLOYEE/AGENT ACCESS CONSENT FORM

THIS AGREEMENT is made as of December 10, 2018, between Wenger & Associates, LLC, San Ysidro School District, and Edupoint Educational Systems, LLC.

WHEREAS, Wenger & Associates, LLC ("Contractor") is providing services for the San Ysidro School District, ("District") in connection with Edupoint Educational Systems, LLC ("Edupoint") Licensed Software Products specifically set forth in Exhibit A of the Software License Agreement dated February 22, 2010.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

CONFIDENTIAL AND VALUABLE SUBSTANCE – Contractor recognizes that the Licensed Software Products have substantial monetary value and are considered **TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL**. Edupoint is desirous of maintaining rigorous control over the Licensed Software Products. Contractor, therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software Product to any third party.

1. Contractor shall ensure that any identification labels or legal notices contained in or on any of the Licensed Software Products are not altered, modified, suppressed, or in any other way made inconspicuous.
2. Contractor shall restrict access to the Licensed Software Product to only those employees of the Contractor who must have such access in order to perform their specific duties or obligations pursuant to the Contractor's business. Contractor agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur.
3. Contractor agrees that it will take all reasonable precautions to ensure that non-Contractor personnel, including non-employee agents of Contractor, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of Edupoint. Edupoint agrees that it will not unreasonably withhold such consent.
4. Contractor shall treat the ideas and expressions contained in the Licensed Software Products as **TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL** and belonging solely to Edupoint and shall not, without the prior written permission of Edupoint, copy or duplicate any physical embodiments of the Licensed Software Products (except as required for security and archival or escrow purposes). *see attached addendum #1*
5. Contractor agrees to notify Edupoint immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Licensed Software Products. Contractor shall promptly furnish Edupoint with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Edupoint in any litigation or other proceedings deemed necessary by Edupoint to protect Proprietor's rights.

NO LICENSE - Nothing in this Agreement is intended to grant any rights to Contractor under any patent, mask work right or copyright of Edupoint, nor shall this Agreement grant Contractor any rights in or to Confidential Information except as expressly set forth herein.

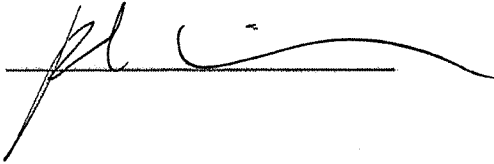
TERM - This Agreement shall survive until the termination of the License Agreement.

REMEDIES - The Contractor acknowledge that in the event of any breach or threatened or reasonably anticipated breach of this Agreement, the resulting damage to Edupoint would be difficult or impossible to quantify and remedy at law, and therefore, in addition to any other rights or remedies available hereunder, Edupoint shall be entitled to injunctive and other equitable relief and to recover from Contractor its reasonable attorneys' fees and costs incurred in connection with enforcement of this Agreement.

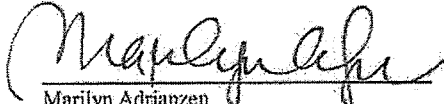
Edupoint License Agreement

MISCELLANEOUS - This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the parties hereto.

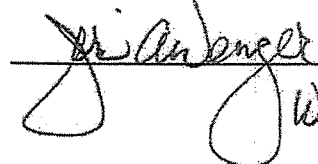
Edupoint Educational Systems, LLC



San Ysidro School District


Marilyn Adrianzen
Chief Business Official
12/18/18

Wenger & Associates, LLC

 Brian Wenger, CEO 12/17/2018
Wenger & Associates, LLC
See attached addendum #1
made a part of this
agreement.

Addendum #1 to Edupoint License Agreement

The Edupoint License Agreement made as of December 10, 2018 between Wenger & Associates, LLC ("Contractor"), San Ysidro School District ("District"), and Edupoint Educational Systems, LLC ("Edupoint") is hereby amended as follows:

CONFIDENTIAL AND VALUABLE SUBSTANCE - Wenger & Associates, LLC request written permission from Edupoint to obtain screen shots of the District's Edupoint (Synergy) attendance, enrollment, calendars, bell schedules, attendance code tables, forms, reports, and other system setup and controls necessary for inclusion in the District's confidential customized procedure manuals and California Department of Education approval request submission document.

1. **Confidentiality:** Contractor agrees to protect the data supplied by Edupoint and the District.
2. **Password Security:** All passwords are considered secure. Contractor will not disseminate any passwords unless specifically directed by Edupoint and the District. Contractor shall not provide information concerning Admin accounts (ROOT Admin, contain Admin, Local NT administrator or Domain administrator) or their equivalent to any persons. District personnel only will disseminate this information. Contractor will not create "back door" or "generic" user accounts on any systems unless specifically directed to do so by the District's management.
3. **System Security:** Contractor understands that unauthorized access to or modification of the District's systems including file services, routers, switches, NDS and Internet services is prohibited. This includes District security systems, both hardware and software.
4. **Privacy:** Contractor shall adhere to all provisions of the Federal Family Educational and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code and District policies regarding the protection and confidentiality of data. At all times, Contractor will consider all data collected in the course of their duties to be protected and confidential. Release of this data can only be authorized by Edupoint and the District and state and federal law.
5. **Reuse:** Contractor shall not copy, duplicate, sell, repackage or use for demonstration purposes any District Edupoint (Synergy) system data without the prior, written consent of Edupoint and the District.
6. **Confidentiality Statement:** Contract shall include the following confidentiality statement on all custom Edupoint attendance accounting publications created for sole use by the District and the California Department of Education for the purpose of approval of the District's attendance accounting procedures, forms, and reports used with the Edupoint (Synergy) system.

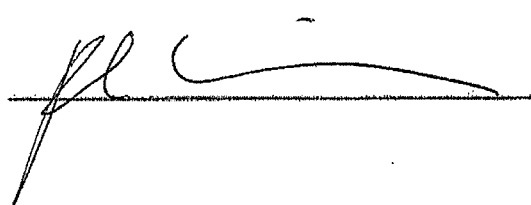
All rights reserved. No part of this publication may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, posting on a website, recording, or other electronic or mechanical methods, without the prior written permission of Wenger & Associates, LLC, Edupoint Educational Systems, LLC and San Ysidro School District.

Addendum #1 to Edupoint License Agreement

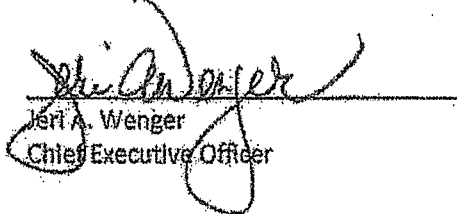
All other terms and conditions remain unchanged.

Dated: December 17, 2018 by:

Edupoint Educational Systems LLC

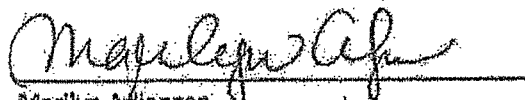


Wenger & Associates, LLC



Jeri A. Wenger
Chief Executive Officer

San Ysidro School District



Marilyn Adlanzen
Chief Business Official

12/18/18

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EDUPOINT EDUCATIONAL SYSTEMS, LLC -
AMENDMENT NO. 2 TO INCLUDE ONLINE REGISTRATION

BACKGROUND INFORMATION:

The District currently uses the Synergy Education Platform through Edupoint Educational Systems, LCC as its student information system and would like to implement the Synergy Online Registration to facilitate the enrollment process at all schools.

The Synergy Online Registration will make school registration and re-enrollment easier for parents, save time for staff, lower printing and postage costs, and improve the quality, completeness, and timeliness of student data. Plus, as part of the seamless Synergy Education Platform, Synergy Online Registration automatically creates a complete, real-time enrollment record in Synergy SIS when a student is accepted.

Cost implications include: 5-year software license and maintenance, professional services and expenses incurred based on standard billing rates.

RECOMMENDATION:

Approve Amendment No. 2 to the Edupoint Educational Services agreement to include Synergy Online Registration Services at a cost up to \$55,914.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.4: Continue to utilize current data system. Assess and evaluate system to determine effectiveness.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$55,914.00

(Amount)

General Fund

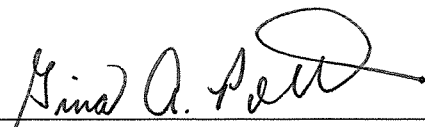
(Name of funding source and/or location)

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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


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

**14E.18
Page 1 of 3**

Edupoint License Agreement

Amendment 2 To EDUPOINT SOFTWARE LICENSE AGREEMENT Fully Executed February 22, 2010

PERPETUAL
Version 17.0

- Effective January 1, 2019, Exhibit A is amended to include Online Registration as follows:

Subscription license

EXHIBIT A - Software Perpetual License Agreement San Ysidro Elementary School District: OLR Software Only Proposal Total Cost by Product and Service

Synergy® Student Educational Platform							V18G30
PERPETUAL LICENSE							
The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:							
	Year 1	Year 2	Year 3	Year 4	Year 5	Total	
Online Student Registration (Included)	\$14,424					\$14,424	
Total Perpetual Software License	\$14,424					\$14,424	
Synergy® Student Educational Platform Maintenance							
MAINTENANCE							
	Year 1	Year 2	Year 3	Year 4	Year 5	Total	
Online Student Registration (Included)	Included	\$6,210	\$6,365	\$6,524	\$6,687	\$25,786	
Total Perpetual Software Maintenance		\$6,210	\$6,365	\$6,524	\$6,687	\$25,786	
Total Five Year Cost (excluding estimated expenses)							\$40,210

Payment Schedule by Product and Service

Payment for Perpetual Software License		Amount	Payable On
1st Year Perpetual Software License		\$14,424	Due upon Contract Signing
Total of 1 Payment for Perpetual Software License		\$14,424	
Payment for Perpetual Software Maintenance		Amount	Payable On
2nd Year Maintenance for Perpetual Software		\$6,210	1 year after Contract Signing
3rd Year Maintenance for Perpetual Software		\$6,365	2 years after Contract Signing
4th Year Maintenance for Perpetual Software		\$6,524	3 years after Contract Signing
5th Year Maintenance for Perpetual Software		\$6,687	4 years after Contract Signing
Total 5 Years Payment for Perpetual Software Maintenance		\$25,786	
Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.			
Total Five Year Cost (excluding estimated expenses)		\$40,210	

Professional Services

Professional Services by Staff	Days	Unit Cost	List Cost	Discount %	Total
- Technical Experts	1	\$1,500	\$1,500		\$1,500
- Product Specialists	3	\$1,500	\$4,500		\$4,500
- Trainers	1	\$1,500	\$1,500		\$1,500
Total Professional Services			\$7,500		\$7,500
Total Five Year Cost (excluding estimated expenses)					\$7,500

Payment Schedule by Product and Service

Payment Schedule for Implementation Services		Amount	Payable On
Professional Services Cost		\$7,500	Due upon Contract Signing
Total Payment for Implementation Services		\$7,500	
Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.			
Total Five Year Cost (excluding estimated expenses)		\$7,500	

Edupoint License Agreement

2. The perpetual license for Online Registration module shall begin on January 1, 2019 and be effective through December 31, 2023. Should Licensee wish to cancel this module, they may do so at any time with 30 day written notice to Company. If Licensee cancels the Online Registration module and wish to reinstate it in the future, District will be required to pay back-maintenance in order to become current.

All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems
1955 S. Val Vista Drive, Suite 200
Mesa, AZ 85204
(480) 633-7500, (800) EDUPOINT
Fax (480) 633-7501

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

Rob Wilson	President
Printed Name	Title

Printed name	Title
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Signature	Date Signed
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Signature	Date Signed
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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL *MC*
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF
MT. CARMEL SCHOOL FOR TITLE I FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act, Title I, Part A: Districts receiving Federal financial assistance are required to provide services to eligible private school children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public school children and teachers participating in the program.

Our Lady of Mt. Carmel requested funding for the purchase of Dell All-in-One desktops to provide academic support within the school day at a cost not to exceed \$7,847.06. In addition, OLMC requested 4 classroom licenses for Learning A-Z at the cost of \$384.81, 5 databases from PebbleGo at the cost of \$1,145.00, copy paper in the amount of \$99.00 for Title I parent involvement, professional development for teachers in the amount of \$1,497.53, and Renaissance STAR 360 and Assessment at a cost of \$4,536.60. The total amount of Title I allocations for school year 2018-2019 shall not exceed \$15,510.00.

RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2018-2019 school year at a cost not to exceed \$15,510.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas. - Action 1.21 & Goal 3: Parent Engagement - Parent participation in the educational process will increase annually - Action 3.8

☐ 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

Total Allocation
\$15,510.00

(Amount)

Title I 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

14E.19
Page 1 of 9

Memorandum of Understanding Title I
Provision of Title I
Programs and Services to Private Schools
2018-2019 School Year

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the Title I Program funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title I, Part A for the 2018-2019 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel in order to serve its Title I students.

Section 2: How will the students' needs be identified?

Students' academic needs are based on data analysis, grades, and teacher observations. For the 2018-2019 school year, Our Lady of Mt Carmel identified intervention services, specifically the Learning Support Program, as an area of need for its students.

Term: July 1, 2018 – June 30, 2019

Section 3: What services and products will be provided?

After a meeting on October 24, 2018 and per emails dated November 27, 2018 and November 30, 2018, Our Lady of Mt Carmel (OLMC) requested funding for the purchase of the following:

1. Dell All-In-One Desktops to provide academic support within the school day at the cost not to exceed \$7,847.06.
2. 4 classroom licenses for Learning A-Z at the cost of \$384.81.
3. PebbleGo by Capstone at the cost of \$1145.00.
Five (5) databases covering the following topics – Animals, Science, Social Studies, Dinosaurs, Biographies
4. Copy paper in the amount of \$99.00 for Title I parent involvement.
5. Professional development for teachers in the amount of \$1,497.53 for instructional strategies in mathematics to improve student learning.
6. Renaissance STAR 360 and Assessment in the amount of \$4,536.60.

The total amount of Title I funding for school year 2018-2019 shall not exceed \$15,510.00.

Section 4: How, when, where, and by whom will the services be provided?

- (a) The purchases will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. The computers will be used weekly in the Learning Support Program at Our Lady of Mount Carmel school. Learning A-Z is used for grades Kindergarten through 3rd grade. Five (5) databases for PebbleGo by Capstone will be used for grades Kindergarten through 8th. Renaissance will be used for all grade levels as well. The items listed in section 3 will be provided for the use of Title I SYSD students enrolled at Our Lady of Mt Carmel.
- (b) A series of professional development workshops between August 1, 2018 and April 1, 2019 will be provided to all teachers serving SYSD Title I students. Professional development activities will take place at various locations and provided by FACTS Education Solutions, LCC.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet during the month of April of the year in which services have been offered to discuss the delivery and effectiveness of resources provided to Title I students and professional development services provided to teachers. Effectiveness of professional development will be determined through an evaluation by FACTS Education Solutions, LCC, and numerous walk-throughs and 2 informal classroom visitations by the principal of Our Lady of Mt Carmel. The representatives shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

Any Service Agreement entered between Our Lady of Mt Carmel and Third Parties providing services or equipment is not the responsibility of SYSD. The Parties are independent and are not agents or employees of SYSD. The work to be performed shall be in accordance with the work agreed between the Parties and shall have no authority, express or implied, pursuant to this MOU to bind SYSD to any obligation whatsoever, except as specifically provided in this MOU. Any additional personnel performing the services and maintenance under this MOU on behalf of the Parties shall at all times be under their exclusive direction and control. Parties shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services as required by law.

This MOU is 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 MOU conflicts with a provision or clause in the MOU, the provision or clause in this MOU shall control. This MOU may not be modified or altered except in writing signed by both parties hereto.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: _____ Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: Marilyn Adrianzen Phone No: (619) 428-4476

Signature: _____ Date: _____

Title: Chief Business Official Board Approved: _____



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

November 16, 2018

To Whom it May Concern,

It is the wish of Our Lady of Mount Carmel School's allotted Title I fund money be used towards purchasing 10 Dell desktop computers to be used by qualifying students in our Learning Support Program. Students will use these computers to take the STAR Test, which will help us assess students needs both in Language Arts and Math. Students can utilize the proposed Dell desktop computers to access different educational programs that reinforce skills recently learned in class. Having these computers will allow more students to access a wide variety of applications and programs that our school already utilizes. Time spent on the these computers not only promotes the use of higher level thinking skills, but also allows students time to discover knowledge through trial and error. Additionally, integrating these computers into the Learning Support Program can increase students' responsibility, independence, and a sense of accomplishment. As students attend the Learning Support Program, they will each be working towards individual learning goals. Once skills are practiced and reinforced through the use of educational programs, applications, and one-on-one teacher instruction, students will be assessed on their progress towards achieving their individual goals. The 10 Dell desktop computers will be used by Title I students as they attend the Learning Support Program and receive small group support weekly.

Items:

Product Name:	Dell - Inspiron 22 3000 Touch 22-inch all-in-one desktop
Amount:	\$549.99 each x 10 = \$5,499.90 \$5,986.16 after environmental fee, estimated tax, and free shipping
Link:	https://deals.dell.com/productdetail/1plg

Thank you,

Our Lady of Mount Carmel School
Administrative Team



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

November 30, 2018

To Whom it May Concern,

It is the wish of Our Lady of Mount Carmel School's allotted title one fund money be used towards purchasing 10 Dell - Inspiron 24 5000 All-in-One desktop computers to be used by qualifying students in the Learning Support Program. Students can utilize the proposed Dell desktop computers to access different educational programs that reinforce skills recently learned in school. They can also use them to complete their individual AR tests on a weekly basis. These computers will allow more students to access a wide variety of applications and programs that our school already utilizes. Time spent on the these computers not only promotes the use of higher level thinking skills, but also allows students time to discover knowledge through trial and error. Additionally, integrating these computers into the Learning Support Program can increase students' responsibility, independence, and a sense of accomplishment. As students attend the Learning Support Program, they will each be working towards an individual goal. Once practiced and reinforced through the use of educational programs, applications, and one-on-one teacher instruction, students will be assessed on their progress towards achieving their individual goal. The Dell desktop computers will be used by title one students as they attend the Learning Support Program weekly.

Items:

Product Name:	Dell - Inspiron 24 5000 All-in-One Desktop
Amount:	<u>\$699.00</u> (each) x <u>10</u> = <u>\$6999.90</u> <u>\$7,542.40</u> after environmental fee, estimated tax, and free shipping
Link:	https://www.dell.com/en-us/shop/desktops/24-intel/spd/inspiron-24-5477-aio

Thank you,

Our Lady of Mount Carmel School
Administrative Team

Our Lady of Mt. Carmel
4141 Beyer Blvd., San Ysidro, CA 92173

2018-2019 Professional Development Needs and Plan

Private School Official/Primary Contact: Sr. Eva Lujano

Phone Number: 619-428-2091

Email Address: franluev@gmail.com

Needs Assessment: Identify your teachers' professional development needs as related to improving your students' academic achievement.

The following professional development needs have been identified as a part of the school's WCEA/WASC accreditation process; informal teacher assessments or surveys and the school's goal toward enhancing student academic achievement:

1. *Curriculum Mapping, (ongoing sustained training from last year), this year focusing on Mathematics*
2. *STEAM*
 - a. *Ongoing sustained training from last year including:*
 - i. *3D Printing and Modeling*
 - ii. *Fine Arts*
 - iii. *Robotics*
 - b. *STEAM Schoolwide Implementation Review*
3. *Renaissance STAR Assessment Use of Reports Training*
4. *Highly Engaged Classroom and Differentiation (Marzano)*
5. *Differentiated Instruction*

Programs and Services:

Describe the program, services or other activities you would like the school district to implement to address these identified needs. To the extent possible, include estimated cost of programs and services. Prioritize programs and services as related to meeting the needs noted above.

- *Professional development workshops will be conducted by content specialists in curriculum mapping, STEAM education, STAR assessments, differentiation.*
- *Training models will include: train the trainer, coaching and mentoring, supportive resources and digital tools.*
- *Services to be provided by FACTS Education Solutions, LLC as a third party provider to deliver the evidence based professional development to the private school teachers and school leaders.*
- *FACTS Education Solutions, LLC will consult with the private school principal and/or school leaders to identify the outcome goals of the training sessions,*

2018-2019 Professional Development Needs and Plan

evaluate the delivery and implementation of learned practices, and work cooperatively with the principal to evaluate the impact of the professional development to student academic achievement.

Describe how these services and programs will contribute to improving student academic achievement.

- *Professional development will include the opportunity for teachers and school leaders to develop implementation plans with desired outcome goals.*
- *The principal and/or school leaders will conduct classroom observations to ensure successful implementation of the instructional strategies and evaluate the impact of the learned strategies to student academic achievement.*

Goal Setting:

Write a suggested performance goal for each planned activities. (EXAMPLE: for an identified need to enhance instruction in differentiated learning, "All Teachers participating in the professional development will include differentiated learning practices in their daily instruction.")

The goal of each of the above identified professional development opportunities is to increase teacher effectiveness in the classroom; increase student academic achievement through the use of differentiated instruction; and provide project based learning through continuing STEAM initiatives.

Evaluation Plan: Describe the formalized plan for determining the extent to which the goal was achieved

- *All teachers participating in the professional development will design and develop lesson plans and activities to implement the learned instructional strategies. Implementation plans will include an evaluation tool to measure the impact to student academic achievement.*
- *Teachers and school leaders will evaluate the professional development sessions to ensure meeting outcome goals and objectives*
- *Students' work will be reviewed using rubrics to measure the impact of the instruction.*
- *Teachers will collaborate on the implementation of the learned instructional strategies at scheduled teachers' meeting to share experiences, ideas, needs and/or successful implementation.*

**Our Lady of Mt. Carmel
4141 Beyer Blvd., San Ysidro, CA 92173**

2018-2019 Professional Development Needs and Plan

Cost:

TBD

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF
MT. CARMEL SCHOOL FOR TITLE II FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private schools children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public schools' children and teachers participating in the program.

Our Lady of Mt. Carmel selected FACTS Education Solutions, LCC as a third-party provider who will provide professional development opportunities to Our Lady of Mt. Carmel staff. The amount for these professional development sessions for school year 2018-19 shall not exceed \$1,917.00 (see exhibit A for details).

RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title II funds and services for the 2018-2019 school year at a cost not to exceed \$1,917.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas. - Actions 1.15 and 1.17

☐ 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

Total Allocation

\$1,917.00

(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

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Memorandum of Understanding ESEA Title II

Provision of Title II Professional Development to Private Schools

2018-2019 School Year

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in Title II funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title II, Part A for the 2018-2019 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel

Section 2: How will the teachers' professional development needs be identified?

Teachers' professional development needs are identified through the accreditation process. For the 2018-2019 school year, Our Lady of Mt Carmel continues its ongoing training in curriculum mapping (mathematics) and STEAM (i.e. 3D printing and modeling, fine arts, and robotics).

Term: July 1, 2018 – June 30, 2019

Section 3: What services and products will be provided?

After a meeting on October 24, 2018 and per an email received on December 17, 2018 from Mr. Dennis Little, Our Lady of Mt Carmel (OLMC) selected FACTS Education Solutions, LCC as a third-party provider who will provide professional development opportunities to Our Lady of Mt Carmel staff. The amount for these professional development sessions for school year 2017-18 shall not exceed \$1,917.00.

Professional Development – Refer to Exhibit A (options):

- Curriculum Mapping
- STEAM
- Renaissance STAR Assessment
- Highly Engaged Classroom and Differentiation (Marzano)
- Differentiated Instruction

SYSD will provide the following:

- District shall pay FACTS Education Solutions, LCC for the selected services as described above and reflected on **Exhibit A** during this contract term. The amount shall not exceed \$1,917.00 for the 2018-2019 school year.

- FACTS Education Solutions, LCC shall submit to the District an itemized invoice which indicates work completed by them. District shall review each invoice submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Memorandum of Understanding (MOU). District shall pay FACTS Education Solutions, LCC within a reasonable time and in accordance with this MOU.

Section 4: How, when, where, and by whom will the services be provided?

- (a) A series of professional development workshops between August 1, 2018 and April 1, 2019 will be provided to all teachers serving SYSD students. Professional development activities will take place at various locations and be provided by FACTS Education Solutions, LCC.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet during the month of April of the year in which services have been offered to discuss the delivery and effectiveness of professional development services provided to teachers. Effectiveness of professional development will be determined through an evaluation by FACTS Education Solutions, LCC, and numerous walk-throughs and 2 informal classroom visitations by the principal of Our Lady of Mt Carmel. The representatives shall determine if any changes are needed in the services during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

Any Service Agreement entered between Our Lady of Mt Carmel and FACTS Education Solutions, LCC (hereinafter referred to "Parties") is not the responsibility of SYSD. The Parties are independent and are not agents or employees of SYSD. The work to be performed shall be in accordance with the work agreed between the Parties and shall have no authority, express or implied, pursuant to this MOU to bind SYSD to any obligation whatsoever, except as specifically provided in this MOU. Any additional personnel performing the Services under this MOU on behalf of the Parties shall at all times be under their exclusive direction and control. Parties shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services as required by law.

This MOU is 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 MOU conflicts with a provision or clause in the MOU, the provision or clause in this MOU shall control. This MOU may not be modified or altered except in writing signed by both parties hereto.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: _____ Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: Marilyn Adrianzen Phone No: (619) 428-4476

Signature: _____ Date: _____

Title: Chief Business Official Board Approved: _____

Our Lady of Mt. Carmel
4141 Beyer Blvd., San Ysidro, CA 92173

2018-2019 Professional Development Needs and Plan

Private School Official/Primary Contact: Sr. Eva Lujano

Phone Number: 619-428-2091

Email Address: franluev@gmail.com

Needs Assessment: Identify your teachers' professional development needs as related to improving your students' academic achievement.

The following professional development needs have been identified as a part of the school's WCEA/WASC accreditation process; informal teacher assessments or surveys and the school's goal toward enhancing student academic achievement:

1. *Curriculum Mapping, (ongoing sustained training from last year), this year focusing on Mathematics*
2. *STEAM*
 - a. *Ongoing sustained training from last year including:*
 - i. *3D Printing and Modeling*
 - ii. *Fine Arts*
 - iii. *Robotics*
 - b. *STEAM Schoolwide Implementation Review*
3. *Renaissance STAR Assessment Use of Reports Training*
4. *Highly Engaged Classroom and Differentiation (Marzano)*
5. *Differentiated Instruction*

Programs and Services:

Describe the program, services or other activities you would like the school district to implement to address these identified needs. To the extent possible, include estimated cost of programs and services. Prioritize programs and services as related to meeting the needs noted above.

- *Professional development workshops will be conducted by content specialists in curriculum mapping, STEAM education, STAR assessments, differentiation.*
- *Training models will include: train the trainer, coaching and mentoring, supportive resources and digital tools.*
- *Services to be provided by FACTS Education Solutions, LLC as a third party provider to deliver the evidence based professional development to the private school teachers and school leaders.*
- *FACTS Education Solutions, LLC will consult with the private school principal and/or school leaders to identify the outcome goals of the training sessions,*

2018-2019 Professional Development Needs and Plan

evaluate the delivery and implementation of learned practices, and work cooperatively with the principal to evaluate the impact of the professional development to student academic achievement.

Describe how these services and programs will contribute to improving student academic achievement.

- *Professional development will include the opportunity for teachers and school leaders to develop implementation plans with desired outcome goals.*
- *The principal and/or school leaders will conduct classroom observations to ensure successful implementation of the instructional strategies and evaluate the impact of the learned strategies to student academic achievement.*

Goal Setting:

Write a suggested performance goal for each planned activities. (EXAMPLE: for an identified need to enhance instruction in differentiated learning, "All Teachers participating in the professional development will include differentiated learning practices in their daily instruction.")

The goal of each of the above identified professional development opportunities is to increase teacher effectiveness in the classroom; increase student academic achievement through the use of differentiated instruction; and provide project based learning through continuing STEAM initiatives.

Evaluation Plan: Describe the formalized plan for determining the extent to which the goal was achieved

- *All teachers participating in the professional development will design and develop lesson plans and activities to implement the learned instructional strategies. Implementation plans will include an evaluation tool to measure the impact to student academic achievement.*
- *Teachers and school leaders will evaluate the professional development sessions to ensure meeting outcome goals and objectives*
- *Students' work will be reviewed using rubrics to measure the impact of the instruction.*
- *Teachers will collaborate on the implementation of the learned instructional strategies at scheduled teachers' meeting to share experiences, ideas, needs and/or successful implementation.*

**Our Lady of Mt. Carmel
4141 Beyer Blvd., San Ysidro, CA 92173**

2018-2019 Professional Development Needs and Plan

Cost:

TBD

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF
MT. CARMEL SCHOOL FOR TITLE III FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private schools children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public schools' children and teachers participating in the program.

Our Lady of Mt. Carmel School participated in the Limited English Proficient (LEP) Student Program funded under the ESEA, Title III, Part A for the 2018-19 school year. According to the most recent English learner (EL) student identification procedures, 16 ELs were identified in November 2018. Total allocations for Title III funds based on the number of EL students should not exceed \$1,417.00.

Our Lady of Mt. Carmel is requesting a variety of reading resources (see attachment.) This program will be utilized in the Learning Support Program and provide ELs with resources to master the English language through vocabulary acquisition, listening and speaking skills, and reading comprehension.

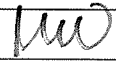
RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title III funds and services for the 2018-2019 school year at a cost not to exceed \$1,417.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas. - Action 1.20

☐ 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

Total Allocation
\$1,417.00
(Amount)

Title III 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

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Memorandum of Understanding ESEA Title III

Provision of Limited English Proficient Student Programs and Services to Private Schools

2018-2019 School Year

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by Every Student Succeeds Act, Title III, Part A for the 2018-2019 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel in order to serve its EL students.

Section 2: How will the students' needs be identified?

Based on the most recent EL student identification procedures, 16 ELs were identified in November, 2018.

The EL student identification process consisted of the administration of a Home Language Survey (HLS) followed by the administration of an English proficiency assessment for those students for whom a language other than English was entered on the HLS. SYSD shall determine when EL students become fluent English-proficient.

Section 3: What services and products will be provided? (Examples are included in this section.)

The following materials and programs are requested by Our Lady of Mt Carmel:

- LeapFrog LeapReader System Learn-to-Read 10 Book Mega Pack, Pink
- LeapFrog LeapReader Reading and Writing System, Green
- Eric Carle Book and CD Set (Set of 4)
- Classic Stories Book & CD Set (Set of 8)
- Childcraft Dr. Seuss Read-Along Set, 5 Books and 5 CDs
- LeapFrog LeapReader System Learn to Read 10 Book Bundle
- Best Classroom Listening Library (Set of 8) – Paperback
- Kaplan Just Imagine Book CD Set (Set of 5)
- Kaplan Classic Read Aloud Book CD Set (Set of 6)
- Kaplan How Do Dinosaurs Book CD Set (Set of 4)
- Bilingual Classic Story Book Set

This program will be utilized in the Learning Support Program and provide English Learners with resources to master the English language through vocabulary acquisition in research projects and informational writing.

SYSD will provide the following:

- District shall pay for the materials as described above. The amount shall not exceed \$1,417.00 for the 2018-2019 school year.

Section 4: How, when, where, and by whom will the services be provided?

- (a) The materials will be ordered immediately upon approval by the SYSD Governing Board and delivered to Our Lady of Mount Carmel.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet during the month of April of the year in which services have been offered to discuss the delivery and effectiveness of services provided to EL students. The representatives shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

Any Service Agreement entered between Our Lady of Mt Carmel and Third Parties providing services or equipment is not the responsibility of SYSD. The Parties are independent and are not agents or employees of SYSD. The work to be performed shall be in accordance with the work agreed between the Parties and shall have no authority, express or implied, pursuant to this MOU to bind SYSD to any obligation whatsoever, except as specifically provided in this MOU. Any additional personnel performing the services and maintenance under this MOU on behalf of the Parties shall at all times be under their exclusive direction and control. Parties shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services as required by law.

This MOU is 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 MOU conflicts with a provision or clause in the MOU, the provision or clause in this MOU shall control. This MOU may not be modified or altered except in writing signed by both parties hereto.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: _____ Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: Marilyn Adrianzen Phone No: (619) 428-4476

Signature: _____ Date: _____

Title: Chief Business Official Board Approved: _____



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

November 27, 2018

To Whom it May Concern,

Our lady of Mount Carmel would like to be reimbursed for the purchase of Raz-Kids. Implementation of the Raz-Kids Program has allowed teachers in grades Kindergarten to 3rd grade to differentiate reading and comprehension practice based on reading levels. Teachers use this program both in regular whole-class instruction and during small group time, as well as including it as part of weekly assigned homework. The program allows teachers to assign each student a library of books based on their reading level. Students are also given comprehension questions at the end of each book, and teachers may access these reports on their administrator dashboard, informing the teacher of students' strengths and weaknesses in regards to their reading skills. Extra licenses are available in each classroom so that students in need of extra assistance in higher grade levels can be assigned licenses for extra practice at a more remedial level.

Product Name:	Raz-Kids
Amount:	<u>\$384.81</u> (See attached invoice)
Link:	https://www.raz-kids.com/

Our Lady of Mount Carmel School proposes that the allotted Title III funds be used towards purchasing PebbleGo databases to be used by students in kindergarten through 8th grade. This online program provides students with emergent level reading skills access to research based text. Focusing on nonfiction reading not only allows for many Common Core standards to be met, but also allows students to develop a rich vocabulary on a variety of subjects. PebbleGo provides databases for animals, science, biographies, social studies, and dinosaurs. In addition to providing grade level text, the system also has an option for the text to be read to the students. As our English Language Learners work to master the language, this resource helps make information accessible to all learners. Vocabulary is expanded, and students can utilize their new learning and vocabulary acquisition in research projects and informational writing. The access to PebbleGo allows for utilization in the Learning Support Program, and will also support differentiated instruction and English language mastery in the mainstream classroom. PebbleGo would be great addition to our Learning Support Program, as well as to our school as a whole.

Product Name:	PebbleGo by Capstone
Amount:	5 Databases (Animals, Science, Social Studies, Dinosaurs, and Biographies) \$1,145.00 per
Link:	https://www.pebblego.com/login/

Thank you,

Our Lady of Mount Carmel School Administrative Team

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: TITLE IV, PART A, STUDENT SUPPORT AND ACADEMIC ENRICHMENT
PROGRAM SPENDING PLAN - OUR LADY OF MT. CARMEL SCHOOL

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act: Funds are intended to increase the capacity of local education agenda (LEAs) and schools to meet the goals of the ESEA by 1) providing all students with the access to a well-rounded education, 2) improving school conditions for student learning, and 3) improving the use of technology in order to improve the academic achievement and digital literacy of all students.

Our Lady of Mt. Carmel School has requested to participate in Title IV, Part A, Student Support and Academic Enrichment program for the 2018-19 school year. The total allocation for Title IV, Part A funds for Our Lady of Mt. Carmel School should not exceed \$1,073.00.

Our Lady of Mt. Carmel is requesting items and materials to improve their STEM program. This includes a DJI Phantom 4 Quadcopter, STEM Early Learning Kits, and KEVA Structures 200 Plank Set.

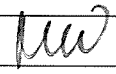
RECOMMENDATION:

Approve the Academic Enrichment Program Spending Plan for Our Lady of Mount Carmel School for Title IV-A funds and services for the 2018-2019 school year at a total cost of \$1,073.00 from Title IV Funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas. - Action 1.21: Continue to provide supplemental programs and resources to support student achievement in core content areas and to support language acquisition.

☐ 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

Total Allocation
\$1,073.00

(Amount)

Title IV, Part A Funds

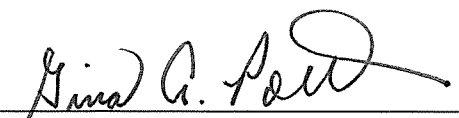
(Name of funding source and/or location)

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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


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

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Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Blessed Be God!

January 8, 2019

To: San Ysidro School District

Re: Our Lady of Mount Carmel School Title IV-A Funds

Below please find our plan for the use of Title IV-A funds, as well as additional information about our STEM program (by grade) and our purchase requests.

Needs Assessment:

What was used to assess the needs of your students in STEM?
Based on teacher observations, students are growing out of our current technology and are ready to gain more professional skills. After reviewing student evaluations, as well as taking into consideration teacher observations, students have a clear understanding of programming and coding drones, and would benefit from learning new skills in piloting and computational thinking. Students have shared deep interest in higher level performance/professional drones which require learning a new skill set with hands on applications.
Based on teacher observations and student evaluations, students demonstrate low engagement with current classroom STEM materials and English language learners specifically find it difficult to interact with activities due to language barriers.
Based on teacher observations and student evaluations, students find it difficult to understand particular mathematical concepts and demonstrate low engagement with current, limited STEM materials.

Priority of Needs (list the most significant first):		
1.	DJI Phantom 4 Quadcopter	5th - 8th Grade
2.	STEM Early Learning Kits - Complete Set	Kindergarten
3.	KEVA Structures 200 Plank Set	3rd Grade

Title IV-A Plan:



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Category of Service:

Well-Rounded Educational Opportunities / STEM program

5th - 8th Grade

Goal

To have students further advance in modern technology and participate in current local, regional and national robotic competitions and be recognized as a true STEM school. Project based learning and problem solving skills with applied hypothesis.

Objective(s)

1. Students will learn Federal Aviation Administration (FAA) and aviation rules to instill a "Safety Attitude" of flying drones with purpose: missions for piloting, coding, problem solving, and computational thinking.
2. Students will learn film editing with actual aerial footage and publish appropriate media on school website for student inspiration and further study.
3. Students will be able to participate in current local, regional and national robotic competitions.

Programs and Services:

Describe the program, services or other activities you would like to implement to address these identified needs. Prioritize programs and services as related to meeting the needs, goal, and objective(s) noted above.

Students will be encouraged to further investigate and master coding and programming as a primary step to achieve the goal of piloting and film editing with high quality devices.

Evaluation Plan:

Describe the formalized plan for determining the extent to which the goal was achieved and how these services and programs will contribute to improving student academic achievement.

By using drones and participating in STEM competitions, students will increase their critical thinking skills in the areas of mathematics, science, and English. In addition, students will improve speaking, listening, and presentation skills. This will be evaluated by teacher observation and student demonstrations.

Kindergarten



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Goal

To increase engagement and academic achievement of all students, including English Language Learners, through the use of hands-on learning and visual support with targeted mini lessons that align with Next Generation Science Standards (NGSS).

Objective

Assist all students, with varying learning capabilities, in developing problem solving, critical thinking and language/communication skills to maximize learning in math, engineering, and science.

Programs and Services

Describe the program, services or other activities you would like to implement to address these identified needs. Prioritize programs and services as related to meeting the needs, goal, and objective(s) noted above.

These STEM kits will be integrated during center activities with the focus of developing and supporting problem solving, critical thinking, and language/communication skills meanwhile they play and explore. All students will have access to STEM kits/materials, helping increase engagement and providing visual support for deeper learning.

Evaluation Plan:

Describe the formalized plan for determining the extent to which the goal was achieved and how these services and programs will contribute to improving student academic achievement.

Students will develop their critical thinking and problem solving skills by building structures and designs using the STEM Kits. They will also develop and practice their language/communication skills to explain how they built specific designs and structures. The teacher will make observations to evaluate student engagement and achievement during these center activities.

3rd Grade

Goal

To provide opportunities for students to experiment with and provide evidence of the effect of balanced and unbalanced forces on the motion of an object.

Objective(s)

1. Students will develop and practice critical thinking and problem solving skills.
2. Students will obtain hands-on experience with balance, leverage, and geometry to deepen



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

	learning in science and math.
3.	Students will use these STEM materials to become familiar with the principles of physics and increase achievement.

Programs and Services

Describe the program, services or other activities you would like to implement to address these identified needs. Prioritize programs and services as related to meeting the needs, goal, and objective(s) noted above.

These STEM materials will be used in the classroom during math lessons. Students will use the material to develop their skills in identifying and describing attributes of plane shapes. They will also use the materials to learn how to apply the Distributive property and find the area of combined rectangles.

Evaluation Plan:

Describe the formalized plan for determining the extent to which the goal was achieved and how these services and programs will contribute to improving student academic achievement.

Students will be evaluated by having to create narrow towers, different rectangles, and squares on their own. Students will also be evaluated by having to measure the area of those structures and shapes built. Teachers will be making observation to gauge student learning and achievement.

Please contact us should you have any other questions, comments, or concerns.

Thank you,

Our Lady of Mount Carmel School
Administrative Team



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Blessed Be God!

December 18, 2018

To: San Ysidro School District
Re: Our Lady of Mt. Carmel School Title IV Funds

To Whom it May Concern,

It is the wish of Our Lady of Mount Carmel School's allotted Title IV fund money be used towards purchasing STEM materials (listed below). We will use these materials to provide our students with a well-rounded STEM program/education.

Items:

Product Name:	DJI Phantom 4 Quadcopter
Amount:	<u>\$785.00</u> (each) x 1 = <u>\$785.00</u> (before estimated tax and shipping)
Link:	https://www.amazon.com/DJI-CP-PT-000314-Phantom-4-Quadcopter/dp/B01CFXQZD0

Product Name:	STEM Early Learning Kits - Complete Set
Amount:	<u>\$249.00</u> (each) x 1 = <u>\$249.00</u> (before estimated tax and shipping)
Link:	https://www.lakeshorelearning.com/products/ca/s/PP795X/?utm_source=google&utm_medium=ppc&utm_campaign=PLA&CAWELAID=520011010000031133&CAGPSPN=pla&CAAGID=63163016151&CATCI=pla-545477845897&CATARGETID=520011010000098195&CADevice=m&gclid=CjwKCAiA0uLgBRABEiwAecFnk99uKRdRX3JNKUKIKT93u2ID8Jb1Ms3faLWRG-9Bnksd0NapGDBF1hoCqLMQAvD_BwE

Product Name:	KEVA Structures 200 Plank Set
Amount:	<u>\$49.07</u> (each) x 1 = <u>\$49.07</u> (before estimated tax and shipping)
Link:	https://www.amazon.com/MindWare-KEVA-Structures-200-Plank/dp/B004P5PD9O/ref=sr_1_2?ie=UTF8&qid=1546982874&sr=8-2&keywords=keva+structures+200+plank+set

Thank you,

Our Lady of Mount Carmel School
Administrative Team

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: Cy
☐ Informational
☒ Action

AGENDA ITEM: INTERDISTRICT ATTENDANCE AGREEMENT WITH
SWEETWATER UNION HIGH SCHOOL DISTRICT

BACKGROUND INFORMATION:

Interdistrict Attendance Agreements with neighboring school districts are submitted to the Governing Board for approval. Agreements could be good for 1-year or up to a 5-year period. If there is sufficient room in the District's school and program of desired attendance, requests will be considered, provided the reasons are justifiable and in accordance with the District's Governing Board Policy. Students will have to re-apply for the interdistrict transfer on a yearly-basis.

The Interdistrict Attendance Agreement with the Sweetwater Union High School District is for a 5-year period (2018-2023 school years) with the condition that students renew the interdistrict transfer on a yearly basis.

RECOMMENDATION:

Ratify the Interdistrict Attendance Agreement with the Sweetwater Union High School District for the 2018-2023 school years.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: NA

Financial Implications?

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

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A
(Amount)

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

--
(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

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

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 14 of No, 20 18, by and between the Sweetwater Union High School District of San Diego County and the San Ysidro School District of San Diego County, is effective only for the school year(s) 20 18 - 20 23 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

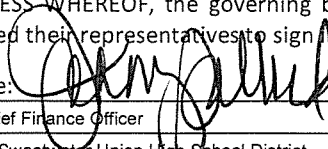
1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☐ Other, specify: Must re-apply when matriculating from Middle School to High School

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Sweetwater Union High School District	District: <u>San Ysidro School District</u>
Initial Approval / Denial: Coordinator of Student Welfare & Attendance	Initial Approval / Denial: <u>Coordinator</u>
Appeal: Director of Student Support Services	Appeal: <u>Exec. Director of Curr., Instr. & Innov.</u>
Personal Conference:	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature: _____
Title: Chief Finance Officer	Title: _____
District: Sweetwater Union High School District	District: _____
Date Approved by Governing Board: November 13, 2018	Date Approved by Governing Board: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Information Management Services
Todd Lewis, Director

INITIAL: 
☐ Informational
☒ Action

AGENDA ITEM: COX CALIFORNIA TELCOM, LLC – ICB COMMERCIAL SERVICE
AGREEMENT – AMENDMENT NO. 5

BACKGROUND INFORMATION:

In 2014, Cox Communications was awarded Bid #14/15-337 for Wide Area Network Ethernet Circuit Upgrade and Internet for E-rate Funding. During school year 2015-16 the District's internet capacity required upgrading to accommodate existing technology; therefore, the District entered into an ICB Commercial Service Agreement with Cox California Telcom, LLC to continue receiving the low prices from Bid #14/15-337. After a careful review of the District's needs, it was determined that the capacities in the original agreement were not sufficient.

The first year of this agreement ended on June 30, 2016 with four (4) one-year renewal options: • Contract Renewal No. 1 was approved on May 12, 2016. Amendment No. 1 was signed in order to replace the services listed on the original agreement and increase the internet mbps.

- Amendment No. 2 was to extend the ICB Commercial Service Agreement for 2016-17 school year.
- Amendment No. 3 (Contract Renewal No. 2) was to replace services to better meet the District's needs.
- Amendment No. 4 (Contract Renewal No. 3) extended the term of the through June 30, 2019.

Amendment No. 5, also known as Contract Renewal No. 4 will extend the term of this agreement until June 30, 2020. The monthly cost of \$12,620.00 and services will remain the same.

RECOMMENDATION:

Approve Amendment No. 5 to the Cox California Telcom LLC, Commercial Service Agreement extending the term of the agreement at a cost up to \$151,440.00 from the E-rate fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action: 1.4 - Goal 2: Safety, Climate and Student Engagement, Actions 2.1

☐ 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

\$151,440.00

(Amount)

E-rate Fund

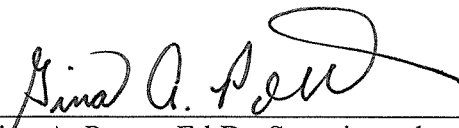
(Name of funding source and/or location)

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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


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

**14E.24
Page 1 of 2**

FIFTH AMENDMENT TO COMMERCIAL SERVICE AGREEMENT

THIS FIFTH AMENDMENT TO COMMERCIAL SERVICE AGREEMENT ("Amendment") is made and entered into this ____ day of _____, 2019 by and between Cox California Telcom, LLC ("Cox" or "Cox Business") and the San Ysidro School District ("District").

The parties agree to amend their ICB Commercial Service Agreement, last executed on October 14, 2015 and as previously amended (the "Agreement") incorporated herein by as follows:

1. The parties acknowledge that Customer has four (4) one-year renewal options under the Agreement. Customer hereby exercises the fourth of the four (4) one-year renewal options at this time, which shall extend the Term of the Agreement through June 30, 2020.
2. Except for the terms that have been specifically amended by this Amendment, all of the remaining terms and conditions of the Agreement are hereby ratified and reaffirmed by the parties, and shall hereafter remain unmodified and in full force and effect, as the same have been amended herein.

Service/Equipment Description	Quantity	MRC per circuit/total MRC	NRC
Schools – 500 Mbps	7	\$770/\$5,390	\$0.00
District Aggregate – 4Gbps	1	\$3,030	\$0.00
Internet Access – 1 Gb	1	\$4,200	\$0.00
MONTHLY TOTAL:		\$12,620	

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized officers effective as of the day and year first written above.

SAN YSIDRO SCHOOL DISTRICT

COX

By: _____

By: _____

Print: Marilyn Adrianzen

Print: _____

Title: Chief Business Official

Title: _____

Date: _____

Date: _____

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 24, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: Cy
☐ Informational
☒ Action

AGENDA ITEM: EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM
GRANT AWARD – AMENDMENT NO. 1

BACKGROUND INFORMATION:

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

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

San Ysidro School District was awarded the EHCY Program Grant for a three-year period, funds will be used to provide supplemental services for our homeless children and youth. The State amended the award increasing it by \$3,125.00 for a total award of \$125,000.00 for fiscal year 2018-19.

RECOMMENDATION:

Accept the amended Grant Award from the Education for Homeless Children and Youth Program to provide supplemental services for District's homeless children and youth in an amount up to \$125,000.00 for fiscal year 2018-19.

LCAP GOAL AND ACTION/SERVICE:

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: Manuela

Financial Implications?

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

Requisition #

☐ Yes

☒ No

☐ Yes

☐ No

☒ N/A

Revenue

\$125,000.00

(Amount)

EHCY Grant Award

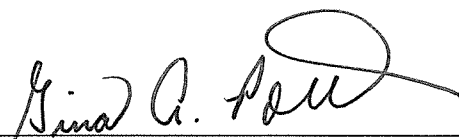
(Name of funding source and/or location)

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(Funding account number)

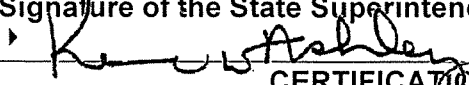
Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


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

14E.25
Page 1 of 3

Grant Award Notification

GRANTEE NAME AND ADDRESS San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173				CDE GRANT NUMBER			
FY		PCA		Vendor Number		Suffix	
18		14332		68379		00	
Attention Gina Potter, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office San Ysidro Elementary				Resource Code		Revenue Object Code	37
Telephone 619-428-4476				5630		8290	INDEX
Name of Grant Program Education for Homeless Children and Youth Program							0510
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$121,875.00	\$3,125.00	\$125,000.00	1	7/1/18	6/30/19	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
84.196A	S196A18005	Education for Homeless Children and Youth				U.S. Department of Education	
This is to inform you that the award for the Education for Homeless Children and Youth Program has been amended to reflect an increase due to the availability of carryover funds. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) to: Shoshannah Fuentes, Associate Governmental Program Analyst Improvement and Accountability Division/Regional Support and Awards Office California Department of Education 1430 N Street, Suite 6208 Sacramento, CA 95814-5901							
California Department of Education Contact				Job Title			
Shoshannah Fuentes				Associate Governmental Program Analyst			
E-mail Address					Telephone		
sfuentes@cde.ca.gov					916-319-0384		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					12/28/2018		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
				14E.25			
E-mail Address					Telephone		
					Page 2 of 3		
Signature					Date		
							

Grant Award Notification (Continued)

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

Quarterly Expenditure Report Due Dates

For Reporting Period:

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

Due to the CDE by:

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

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

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

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