

San Ysidro School District Governing Board

AGENDA

Thursday
February 21, 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.

Sunset School
Auditorium
3825 Sunset Lane
San Ysidro

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JANUARY 24, 2019
5:00 p.m.

Minutes

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, January 24, 2019 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **Vista Del Mar Middle School – 4885 Del Sol Blvd, San Diego, CA 92154**. Closed Session was conducted in accordance with applicable sections of California Law.

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

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

Mrs. Irene Lopez, Board President
Mr. Humberto Gurmilan, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member

3. AGENDA

The Board approved the agenda for the meeting.

Motion: Martinez Second: Pallasigue Vote: Unanimous

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

Clerk Martinez made a motion to recess to Closed Session, seconded by Member R. Lopez. The vote was unanimous.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:05 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
Case: BAP Power Corp. DBA Cenergy Power vs. Manzana Energy, Inc. and San Ysidro School District
Case No. 30-2018-00990177-CU-CO-CJC

5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
Case: In the Matter of the Audit Appeal of:2015-16 Audit Findings 2016-007 and 2016-009 by SYSD;
EAAP Case
No. 17-16; OAH Case No.: 2017-10-1030

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

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

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

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

5.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 5

5.5 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

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

5.6 GOVERNMENT CODE SECTION 54957 (Zummo)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

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

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: President I. Lopez Time: 6:09 p.m.

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

Mrs. Irene Lopez, Board President

Mr. Humberto Gurmilan, Board Vice-President

Mr. Antonio Martinez, Board Clerk

Mr. Rudy Lopez, Member

Mrs. Rosaleah Pallasigue, Member

8. FLAG SALUTE by Irene Lopez, Board President

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS

9.1 Sunset School Students - Latin Formation Performance - Manuela Colom

9.2 18-19 Reclass Students Round One - Cynthia Gonzalez

9.3 School Site Council Presidents - Kelli Hay

9.4 San Ysidro Women's Club Board - Francisco Mata

9.5 San Ysidro Educational Leadership Committee - Francisco Mata

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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

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

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

None at this time.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Member R. Lopez, Commented: 1) Thanked VDM for hosting the Board Meeting. 2) Mentioned that he saw a comment on social media pertaining to the settlement of the former superintendent; "another day in San Ysidro School District." He is making a correction to that. There are two new Board Members on their second meeting and the administrative team led by Dr. Potter is less than a year old. Before we can get to the good things we have planned for the District, we need to look at problems we inherited. We will be in the media for a while, but we are taking care of things we can't ignore. 3) Read a statement from Dr. Potter about the new District leadership diligently working to bring closure to issues from the past so the District can successfully move forward with a keen focus on providing an excellent education for our students. He would like to correct "another day in San Ysidro with "it's a new day in San Ysidro."

Clerk Martinez, Commented: 1) Thanked Principal Aviles for hosting the Board Meeting. 2) He's been on the Board for almost seven years and has never sensed the positivity that this Board has. 3) We may have different opinions, but we are all on the same page in terms of what our priorities are. We love our District and want to make sure that our attention is focused on the students, classified staff, teachers and in making sure we all stand together. 4) The negative attention will always be there. The way we overcome this is by giving support to our great staff, Dr. Potter, and making sure that we all stand together through the good times and bad times. 5) He is proud to be a Board Member for San Ysidro School District. 6) We are starting to resolve and reduce our legal bills which has always been a priority to him. We have direction about doing something with Beyer School, getting the community involved and we are reinforcing the positivity.

President I. Lopez, Commented: 1) Wished everyone a happy new year. 2) Thanked Principal Aviles and the students for the art work. 3) She attended and was moved by Love Thy Neighbor Dinner at Willow School and thanked Veronica Medina for bringing resources to our community. 4) The kids came up to Mr. Bojorquez and Ms. Carranza to show them gifts they had received. They both are role models to this community showing their love and care for children. Thanked them for everything they do. 5) Hopes we can do bigger and better things this year. We need to provide and help the children. "Se tiene que hacer." 6) Thanked Dr. Potter. We need to support her. 7) Thanked the person that did the SARCs. They were well done. 8) The Board had a workshop and came out with a feeling of trust and respect. We can work together to make this District known throughout the state.

Vice-President Gurmilan, Commented: 1) Wished everyone a happy 2019 new year. 2) Congratulated all students, staff, parents and everyone that contributed to the school events in December. When you are not involved in the District you don't get to see these events, the hard work and the positive things happening in this District. 3) We need to promote this and share the positive things that happen in the District. 4) It's a new day for San Ysidro School District. We need to share those positives in our community. We need to change the image that the District has because it's not all bad.

Member Pallasigue, Commented: 1) Thanked Principal Aviles for hosting the Board Meeting. 2) Would like an update on the Pathways Program. Would like to see Ballet Folklorico and Filipino Arts dancing for next school year. Appreciates Manuela and her team for making that happen. 3) She doesn't want to echo the Beyer situation, but we've talked about creative options and maybe we can bring in someone to present. 4) She is excited that Mr. Gurmilan and Mr. Lopez are on the Board. 5) Appreciates Dr. Potter and Ms. Adrianzen. 6) Appreciates all staff. No matter what the District was going through, children were nurtured and taught.

Superintendent Potter, Commented: 1) Wished everyone a happy new year. 2) The holiday performances were amazing. Observed an outpouring of love from this community towards our children. Thanked staff. 3) Thanked the Board for having the courage to lead and to speak up and defend our District. 4) It was heartwarming to see the Christmas Baskets giveaway, Shop with a Jock and Love Thy Neighbor. 5) She and the Board are flying to Sacramento to advocate for our District and the students. 6) Things that were in the making are coming to fruition. 7) It's a blessing to be a part of the San Ysidro School District family.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1** Governor State Budget Presentation - Marilyn Adrianzen

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Organizational Meeting of December 13, 2018.

Motion: Martinez Second: R. Lopez Vote: Unanimous

13.2 APPOINTMENT OF DIRECTORS TO THE SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION (Adrianzen)

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

Motion: Martinez Second: Pallasigue Vote: Unanimous

13.3 OPENED PUBLIC HEARING FOR THE ANNUAL & FIVE YEAR DEVELOPER FEE REPORT FOR FISCAL YEAR 2017-18 (Adrianzen)

A representative from Cooperative Strategies was available to answer any questions on this item.

There were no public comments.

Motion: Martinez Second: Gurmilan Vote: Unanimous

13.4 CLOSED PUBLIC HEARING FOR THE ANNUAL & FIVE YEAR DEVELOPER FEE REPORT FOR FISCAL YEAR 2017-18 (Adrianzen)

Motion: R. Lopez Second: Martinez Vote: Unanimous

13.5 ANNUAL & FIVE YEAR DEVELOPER FEE REPORT FOR FISCAL YEAR 2017-18 (Adrianzen)

The Board approved the 2017-18 Annual & Five Year Developer Fee Report in compliance with Government Code Sections 66006 and 66001.

Motion: Martinez Second: I. Lopez Vote: Unanimous

13.6 APPOINT CITIZEN ADVISORY COMMITTEE TO EXPLORE THE POSSIBILITY OF NAMING A FACILITY AT WILLOW ELEMENTARY SCHOOL (Mata)

The Board appointed the Citizen Advisory Committee for possible naming of a Willow Elementary School Facility.

Motion: Martinez Second: I. Lopez Vote: Unanimous

14. CONSENT CALENDAR

The Board approved the Consent Calendar.

Motion: Martinez Second: I. Lopez Vote: Unanimous

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Zummo)

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

- 14A.1** Substitute Clerk
- 14A.2** Substitute Custodian

RESIGNATION (Zummo)

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

- 14A.3** Classified Staff

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Zummo)

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

- 14B.1** Substitute Teachers
- 14B.2** Science/Physical Education Enrichment Teacher

14C. PERSONNEL – MANAGEMENT

EMPLOYMENT (Zummo)

The Board approved/ratified the revised start date (01/14/2019) for the following as recommended by staff:

- 14C.1** Classified Management Staff

14D. CURRICULUM & INSTRUCTION

14D.1 APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2018-19 (Colom)

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

14D.2 FIELD TRIP TO THE FLEET SCIENCE CENTER FOR STUDENTS AND FAMILIES TO PARTICIPATE IN THE HIGH TECH FAIR (Colom)

The Board ratified 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.

14D.3 FIELD TRIP TO HOLIDAY BOWL AND TOY GIVEAWAY (Colom)

The Board ratified 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.

14D.4 “SHOP WITH A JOCK” EVENT AT WALMART STORE (Colom)

The Board ratified 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.

14D.5 FIELD TRIP TO THE UNIVERSITY OF SAN DIEGO FOR STUDENTS FROM SMYTHE TO WATCH A WOMEN’S BASKETBALL GAME

The Board ratified 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.

14D.6 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
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 Registration	General Fund
Lorena Varela R., Nancy Serrano 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,	16th Annual Early Years Conference 2019	San Diego	Friday, February 22, 2019 Saturday, February 23, 2019	\$1,785.00	QPI Fund

Melissa Hendrick, Kayla Edgmon					
Gina A. 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, Drina Bedoya, David Alkass, Carolanne Brandt, Irene Herrera C.	History-Social Science Conference - From Inquiry to Action	SDCOE	February 8, 2019	\$2,850.00	Title II Fund
Cynthia Gonzalez	CAASPP/ELPAC 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	\$2,324.24 Registration fees will be sponsored by SELPA	Special Education Fund

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)

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

14E.2 EXPENDITURE REPORT (Adrianzen)

The Board ratified 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.

14E.3 SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2018-19 (Adrianzen)

The Board accepted the Report of William's Settlement Complaints for the 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.

14E.4 REVISED STIPULATED AGREEMENT WITH THE STATE CONTROLLER'S OFFICE AND THE DEPARTMENT OF FINANCE (Adrianzen)

The Board approved 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.

14E.5 AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 1 (Adrianzen)

The Board approved 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.

14E.6 AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 2 (Adrianzen)

The Board ratified 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.

14E.7 AGREEMENT WITH NEXON CORPORATION (Adrianzen)

The Board ratified 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.

14E.8 AGREEMENT WITH J & S ASPHALT PAVING, SEALING & STRIPING CO., INC. (Adrianzen)

The Board ratified the agreement with J & S Asphalt Paving, Sealing & Striping 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.

14E.9 AGREEMENT WITH ELI ELECTRIC & CONSTRUCTION INC. (Adrianzen)

The Board ratified 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.

14E.10 AGREEMENT WITH A2Z BUS SALES (Adrianzen)

The Board ratified the agreement with A2Z Bus Sales for the rental of school buses for the remainder of school year 2018-19 at a cost up to \$15,000.00 from the General fund.

14E.11 MEMORANDUM OF UNDERSTANDING WITH NAVAIR NORTH ISLAND'S SCIENCE ENRICHMENT PROGRAM (NSEP) (Colom/Bojorquez)

The Board approved the Memorandum of Understanding with NAVAIR to provide North Island's Science Enrichment Program (NSEP) at Willow School at no cost to the District.

14E.12 AGREEMENT WITH MANO-A-MANO FOUNDATION (Colom/Bojorquez)

The Board approved 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.

14E.13 AGREEMENT WITH THAT'S A WRAP, INC. (ALSO KNOWN AS SWISS PARK AND HALL) (Colom/Aviles)

The Board approved 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.

14E.14 AGREEMENTS WITH DEPARTMENT OF HEALTH CARE SERVICES FOR 2018-2019 SCHOOL YEAR (Colom/Madera)

The Board approved 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.

14E.15 AGREEMENT WITH MYPT SAN DIEGO – AMENDMENT NO. 1 (Colom/Madera)

The Board approved/ratified 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.

14E.16 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH SAN DIEGO CENTER FOR CHILDREN FOR 2018-2019 SCHOOL YEAR (Colom/Madera)

The Board ratified 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.

14E.17 AGREEMENT WITH EDUPOINT EDUCATIONAL SYSTEMS, LLC: NON-EMPLOYEE AGENT ACCESS CONSENT (Colom/Hay)

The Board ratified the Non-Employee/Agent Access Consent Agreement with Edupoint Educational Services and Wenger and Associates, LLC at no cost to the District.

14E.18 AGREEMENT WITH EDUPOINT EDUCATIONAL SYSTEMS, LLC - AMENDMENT NO. 2 TO INCLUDE ONLINE REGISTRATION (Colom/Hay)

The Board approved 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.

14E.19 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE I FUNDING AND SERVICES (Colom/Hay)

The Board approved 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.

14E.20 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE II FUNDING AND SERVICES (Colom/Hay)

The Board approved 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.

14E.21 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE III FUNDING AND SERVICES (Colom/Hay)

The Board approved 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.

14E.22 TITLE IV, PART A, STUDENT SUPPORT AND ACADEMIC ENRICHMENT PROGRAM SPENDING PLAN - OUR LADY OF MT. CARMEL SCHOOL (Colom/Hay)

The Board approved 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.

14E.23 INTERDISTRICT ATTENDANCE AGREEMENT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT (Colom)

The Board ratified the Interdistrict Attendance Agreement with the Sweetwater Union High School District for the 2018-2023 school years.

14E.24 COX CALIFORNIA TELCOM, LLC – ICB COMMERCIAL SERVICE AGREEMENT – AMENDMENT NO. 5 (Colom/Lewis)

The Board approved 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.

14E.25 EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD – AMENDMENT NO. 1 (Colom/Medina)

The Board accepted 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.

Clerk Martinez made a motion to adjourn, seconded by Member Pallasigue. The vote was unanimous.

15. ADJOURNMENT Time: 7:50 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JANUARY 24, 2019
3:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, January 24, 2019 at 3:00 p.m., and conducted its business meeting at **Vista Del Mar Middle School – 4885 Del Sol Blvd, San Diego, CA 92154.**

Minutes

1. CALL TO ORDER Who: President I. Lopez Time: 3:06 p.m.

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

Mrs. Irene Lopez, Board President
Mr. Humberto Gurmilan, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member – *Arrived at 3:20 p.m.*

3. FLAG SALUTE by Irene Lopez, Board President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: Martinez Second: R. Lopez Vote: 4 - 0

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

Clerk Martinez made a motion to recess to Closed Session, seconded by Member R. Lopez. The vote was 4-0.

6. GOVERNING BOARD – RECESS to CLOSED SESSION at 3:13 p.m. in accordance with section 54954.5 regarding:

6.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
Case: BAP Power Corp. DBA Cenergy Power vs. Manzana Energy, Inc. and San Ysidro School District
Case No. 30-2018-00990177-CU-CO-CJC

6.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
Case: In the Matter of the Audit Appeal of: 2015-16 Audit Findings 2016-007 and 2016-009 by SYSD; EAAP Case No. 17-16; OAH Case No.: 2017-10-1030

6.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

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

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

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

6.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 5

6.5 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

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

6.6 GOVERNMENT CODE SECTION 54957 (Zummo)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

RECONVENED into OPEN SESSION at 4:59 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took no action in Closed Session.

Clerk Martinez made a motion to adjourn, seconded by Member R. Lopez. The vote was 5-0.

7. ADJOURNMENT Time: 5:00 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
FRIDAY, JANUARY 18, 2019
2:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Friday, January 18, 2019 at 2:00 p.m., and conducted its business meeting at the **San Ysidro School District – Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: Vice-President Gurmilan Time: 2:00 p.m.

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

Mrs. Irene Lopez, Board President

Mr. Humberto Gurmilan, Board Vice-President

Mr. Antonio Martinez, Board Clerk

Mr. Rudy Lopez, Member

Mrs. Rosaleah Pallasigue, Member - *Absent*

3. FLAG SALUTE by Irene Lopez, Board President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: Martinez Second: R. Lopez Vote: 4-0

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted.

Approach the lectern and give your name.

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

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

None at this time.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

The Board reviewed Board Bylaws, Agreements/Protocols, Ethics & Conflict of Interest, Overview of District Budget, Legislative Advocacy, and Masters in Governance training dates.

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

7. ADJOURNMENT Time: 6:14 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: February 21, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: APPROVAL OF THE PUBLIC AGENCY RETIREMENT SERVICES (PARS)
SUPPLEMENTARY RETIREMENT PLAN

BACKGROUND INFORMATION:

The San Ysidro School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP) for Certificated Non-Management, Management, and Classified Non-Management employees, which was initially approved for exploration by the Board on December 13, 2018. The SRP was designed as a retirement incentive program that encouraged eligible employees to retire early. The goal of the program was to generate savings, or at a minimum, create no cost to the District by increasing the number of retirements in the 2018-19 school year.

This retirement incentive encouraged twenty-four (24) employees to enroll in the plan and submit resignation letters effective no later than June 30, 2019.

The post-analysis performed by PARS, projects that the plan would result in a net fiscal savings to the District of \$1,148,629.85 over a five-year period based on the projected replacement costs of the retiring employees. Based on preliminary estimates, the plan has met both the fiscal and operational objectives of the District.

RECOMMENDATION:

Approve the implementation of the District's Supplementary Retirement Plan administered by PARS and accept the resignation of the twenty-four (24) employees who enrolled.

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

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 #

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
Supplemental Retirement Plan
List of Enrollees by Employee Unit

Classified Non-Management SRP Enrollees

	Employee ID	Title	Final Pay
1.	166541	Instructional Health Care Assistant	\$30,423.92
2.	483179	Gardener	\$40,969.20
3.	173938	Administrative Clerk I	\$40,370.33
4.	132572	Instructional Aide, SPED	\$32,127.48
5.	483143	Custodian	\$20,084.53
6.	173844	School Administrative Assistant	\$51,088.37
7.	400810	Health Clerk	\$37,186.67
8.	181487	Child Nutrition Specialist (6 hour)	\$23,380.75
9.	310424	Bus Driver	\$44,674.54
10.	128769	Instructional Aide, SPED	\$36,026.98
11.	417879	Custodian	\$46,434.25
12.	252149	Publications Technician	\$47,145.08
13.	243023	Custodian	\$54,331.57
14.	130906	Child Nutrition Specialist	\$14,104.71

15.	442511	Lead, Child Nutrition Specialist	\$38,139.91
16.	130431	Lead, Child Nutrition Specialist	\$40,370.90
17.	235345	Outreach Consultant	\$46,739.23

Certificated Non-Management SRP Enrollees

	Employee ID	Position	Final Pay
1.	211103	Classroom Teacher (Math)	\$94,628.49
2.	393341	Classroom Teacher (Spanish & ELD)	\$94,747.49
3.	268109	Classroom Teacher (6th Grade DL)	\$103,619.28
4.	436294	Classroom Teacher (5th Grade DL)	\$103,619.32
5.	224965	Classroom Teacher (1st Grade SEI)	\$91,341.08
6.	270750	Classroom Teacher (ELA & Drama)	\$95,128.53
7.	428168	Classroom Teacher (4th Grade SEI)	\$101,119.24

SRP | Supplementary Retirement Plan



SAN YSIDRO SCHOOL DISTRICT

PARS Supplementary Retirement Plan (SRP)

Post-Analysis: February 8, 2019

PROPOSED PLAN DESIGN

**Plan offered through a tax-sheltered annuity program:
Internal Revenue Code Section 403(b)**

District Contribution Level
70% of Final Pay: Certificated Non-Management
100% of Final Pay: Classified Non-Management

- Post-Employment contributions funded over a period of five (5) years following termination of employment
- District Contributions are used to fund the purchase of an annuity through Pacific Life Insurance Co.
- Distribution options receive favorable tax treatment
- May be eligible for IRA rollovers prior to age 70½

PLAN ASSUMPTIONS

	Certificated Employees	Classified Employees
--	------------------------	----------------------

Eligibility Requirements
 Age **55**; **5** Years of District Service;
 Age **50**; **30** Years of District Service

Benefit Level
70% of Final Pay
 Spend Amount Benefit

Replacement Salaries
 Certificated Non-Management: **\$57,009** (based on PARS 1-Year New Hire Study)
 Certificated Management: **88.39%** of Current Salary (Step 1)
 Classified Non-Management: **66.61%** of Current Salary (Step 1)

STRS/PERS Retirement Plan Costs	STRS:	PERS:
2018-19	16.280%	2018-19 18.062%
2019-20	18.130%	2019-20 20.800%
2020-21	19.100%	2020-21 23.500%

Retiree Health
 55 years of age with 15 years of service
 Maximum payout (**\$9,500**) until Age 65

PARS Plan Funding
 5-Year Annuity purchased through Pacific Life Insurance

RETIREE DEMOGRAPHICS

	# of PARS Retirements	Average Retiree Age	Average Retiree Service	Average Retiree Salary
Certificated Non-Management	7	63.62	26.70	\$97,743
Certificated Management	--	--	--	--
Classified Non-Management	17	61.94	20.03	\$37,859
TOTAL	24	62.43	21.98	\$55,325

13.2

PARS ANALYSIS METHODOLOGY

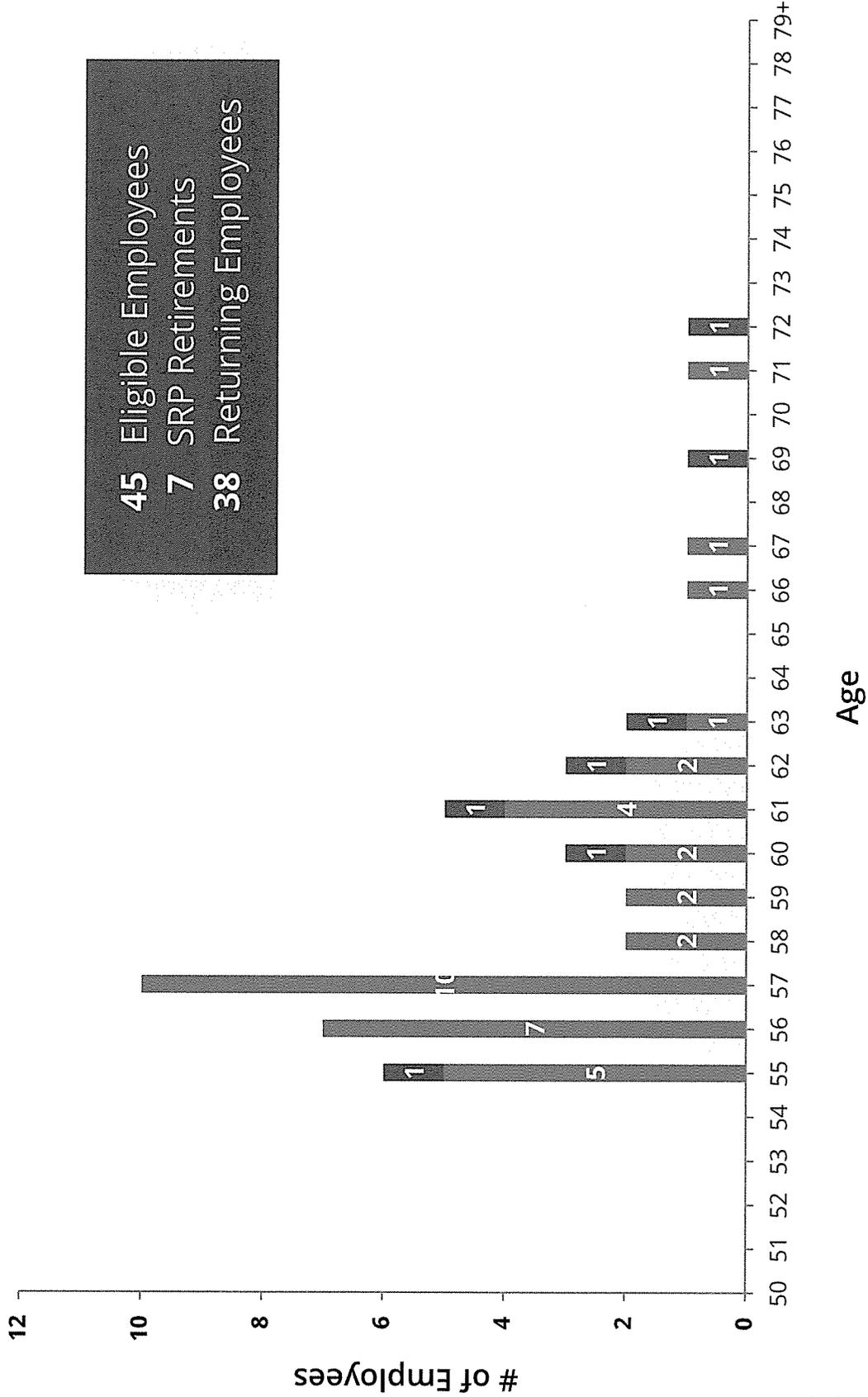
Total Compensation Differential between Retiring Employee and Replacement Employee

	Retirement Health Care Cost
	Retirement Incentive Cost
	Current Natural Attrition
	Future Loss in Natural Attrition
	Savings due to Non-Replacements
	Net Savings (Cost)

CERTIFICATED NON-MANAGEMENT

RETIREE DEMOGRAPHICS

CERTIFICATED NON-MANAGEMENT



FISCAL SUMMARY OF SAVINGS – 70%

CERTIFICATED NON-MANAGEMENT

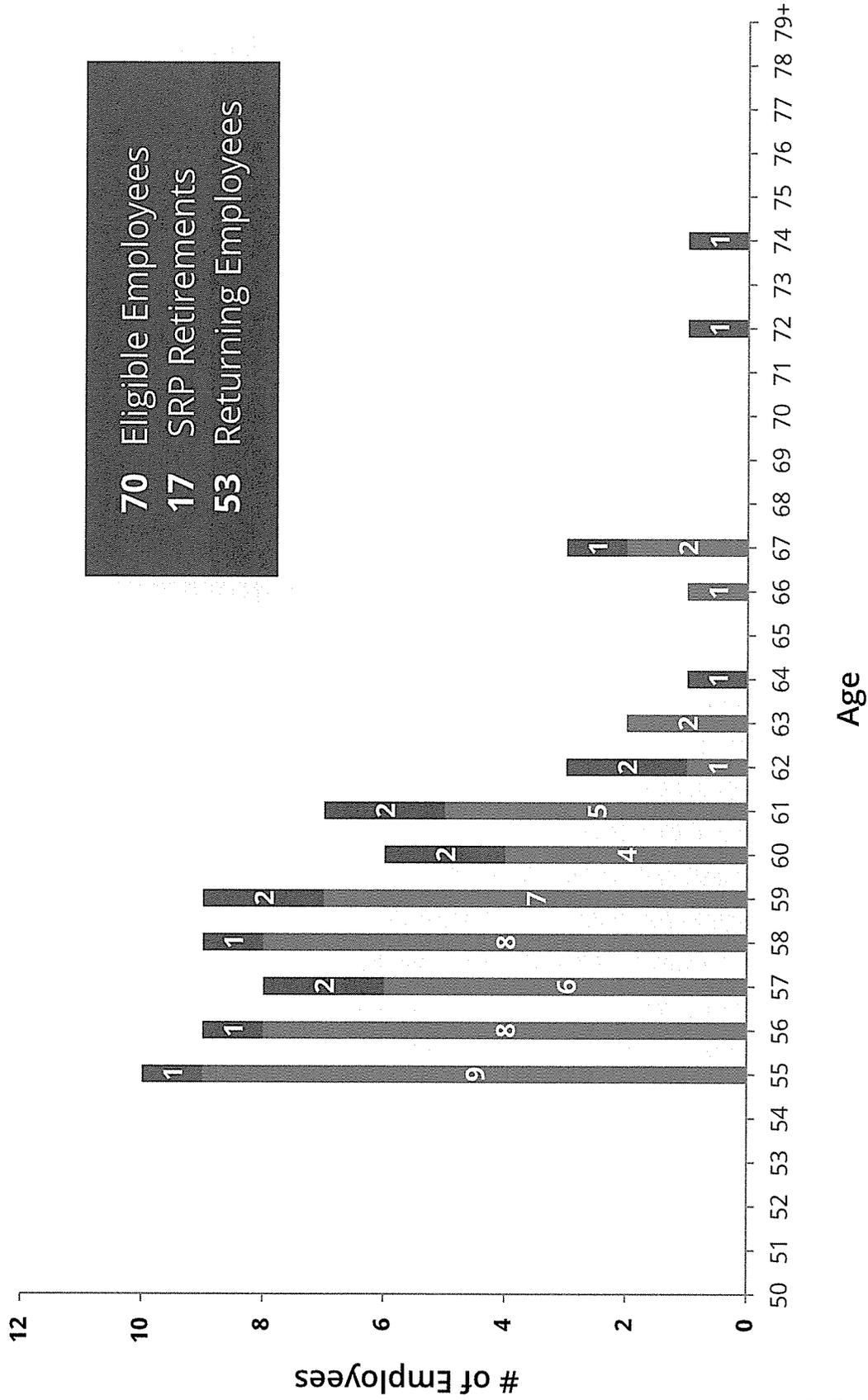
70% of Final Pay; 7 Retirements (15.56% of Eligible Group)				
Replacement Scenario	# of Positions Not Replaced	Proj. Savings in Year 1	Proj. Savings over 3 Years	Proj. Savings over 5 Years
100% Replacement	0.00	\$168,497	\$474,553	\$747,287
86% Replacement	1.00	\$239,077	\$697,873	\$1,139,421
71% Replacement	2.00	\$309,656	\$921,193	\$1,531,556
57% Replacement	3.00	\$380,235	\$1,144,512	\$1,923,690
43% Replacement	4.00	\$450,814	\$1,367,832	\$2,315,825
29% Replacement	5.00	\$521,394	\$1,591,152	\$2,707,959
14% Replacement	6.00	\$591,973	\$1,814,472	\$3,100,094
0% Replacement	7.00	\$662,552	\$2,037,791	\$3,492,228

13.2

CLASSIFIED NON-MANAGEMENT

RETIREE DEMOGRAPHICS

CLASSIFIED NON-MANAGEMENT



FISCAL SUMMARY OF SAVINGS – 100%

CLASSIFIED NON-MANAGEMENT

100% of Final Pay; 17 Retirements (24.29% of Eligible Group)				
Replacement Scenario	# of Positions Not Replaced	Proj. Savings in Year 1	Proj. Savings over 3 Years	Proj. Savings over 5 Years
100% Replacement	0.00	\$40,176	\$85,373	\$81,871
94% Replacement	1.00	\$77,451	\$205,639	\$297,289
88% Replacement	2.00	\$114,726	\$325,905	\$512,707
82% Replacement	3.00	\$152,001	\$446,171	\$728,125
76% Replacement	4.00	\$189,277	\$566,437	\$943,543
71% Replacement	5.00	\$226,552	\$686,703	\$1,158,961
65% Replacement	6.00	\$263,827	\$806,969	\$1,374,379
59% Replacement	7.00	\$301,102	\$927,235	\$1,589,797
53% Replacement	8.00	\$338,377	\$1,047,501	\$1,805,215
47% Replacement	9.00	\$375,652	\$1,167,767	\$2,020,633
41% Replacement	10.00	\$412,927	\$1,288,033	\$2,236,051
35% Replacement	11.00	\$450,203	\$1,408,299	\$2,451,469
29% Replacement	12.00	\$487,478	\$1,528,565	\$2,666,887
24% Replacement	13.00	\$524,753	\$1,648,832	\$2,882,305
18% Replacement	14.00	\$562,028	\$1,769,098	\$3,097,723
12% Replacement	15.00	\$599,303	\$1,889,364	\$3,313,141
6% Replacement	16.00	\$636,578	\$2,009,630	\$3,528,559
0% Replacement	17.00	\$673,853	\$2,129,896	\$3,743,977

CONTACTS

RACHAEL SANDERS, CEBS

Senior Manager, Consulting



rsanders@pars.org



(800) 540-6369 ext. 121

DENNIS YU, CEBS

Executive Vice President



dyu@pars.org



(800) 540-6369 ext. 104

**The following agreement
was Board Approved on
December 13, 2018.**

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 13, 2018

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

FROM: Human Resources
Daniel Zummo, Executive Director

INITIAL: klw
 Informational
 Action

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

BACKGROUND INFORMATION:

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

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

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

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: klw

Financial Implications?

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

Requisition #

Yes No

Yes No

[Empty box for Requisition #]

TBD
(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

AGREEMENT FOR ADMINISTRATIVE SERVICES

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

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

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

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

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

NOW THEREFORE, the parties agree:

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

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

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

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

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

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

DISTRICT:

BY: _____

TITLE: Marilyn Adrianzen
Chief Business Official

DATE: _____

PARS:

BY: _____

TITLE: Tod Hammeras
Chief Financial Officer

DATE: _____

EXHIBIT 1A
SERVICES

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

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

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

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

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

EXHIBIT 1B

FEES FOR SERVICES

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

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

EXHIBIT 1C
DATA REQUIREMENTS

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

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

EXHIBIT 1D
INSURANCE REQUIREMENTS

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

- (1) **Time for Compliance.** PARS shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, PARS shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.
- (2) **Minimum Requirements and Limits.** PARS shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the PARS, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or its equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 or its equivalent covering any auto (Code 1), or if PARS has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** combined single limit for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to PARS's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Additional Insured Status - Endorsement

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

Primary Coverage

For any claims related to this contract, **PARS' insurance coverage shall be** 13.2
as respects the District, its officers, officials, employees, and volunteers. Page 27 of 28

insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the PARS' insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice (except for nonpayment for which ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: STAFFING RATIO GUIDES

BACKGROUND INFORMATION:

The District has researched and compiled the recommendations provided by School Services of California, Fiscal Crisis & Management Assistance Team (FCMAT) and best practices from comparable districts. These guides will help the district effectively and accurately staff the school district.

RECOMMENDATION:

Informational only.

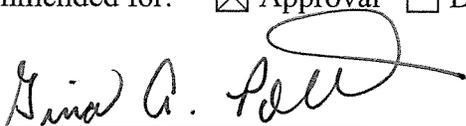
LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

San Ysidro School District

Certificated Staffing Ratios Guide*

Classification	Staffing Ratio
Adaptive PE Teacher	1 per medium sized District
Classroom Teacher	TK-K 22:1 1-3 25:1 4-6 28:1 7-8 Core 32:1 7-8 Elective (VAPA) 45 7-8 Elective (Non-VAPA) 30 7-8 PE 55 <i>SYEA & SYSD Collective Bargaining Agreement</i>
Counselor	1 per Middle School
Instructional Lead/Teachers on Special Assignment	Dependent upon specialized funding
LSH (Language, Speech and Hearing)	55:1 K-8 45 Pre-K
Nurse	1 per medium sized District <i>(2nd Nurse dependant upon specialized student needs)</i>
Preschool Permit Teacher	8:1 (state preschool ratio) 24 students/class (1 teacher; 2 aides)
Psychologist	1 per 1000 students (analysis pending)
Resource Specialist	28:1 32:1 (if waiver received) <i>(CA Education Code 56362)</i>
Resource Permit Teacher	1 per medium sized District
Resource Teacher	Dependent upon specialized funding
Sci/Phy Enrichment Teachers	Dependent upon specialized funding
Special Day Class Teacher	Approx Range: 10-15:1 <i>(Dependent upon student needs)</i>
Social Worker	Dependent upon specialized funding

**Ratio guidance based upon best practices from multiple sources, including School Services of California, Fiscal Crisis Management Assistance Team and comparable school districts.*

***Established for 2019-20 school year.*

San Ysidro School District

Management Staffing Ratios Guide*

Classification	Staffing Ratio
Superintendent	1 per District
Chief Business Official / Assistant Superintendent of Business Services	1 per District
Executive Director of Human Resources / Assistant Superintendent of Human Resources	1 per District
Executive Director of Curriculum, Instruction and Innovation / Assistant Superintendent of Educational Services	1 per District
Director of Special Education	1 per District
Director of Child Nutrition Services	1 per District
Director of Maintenance, Operations Transportation and Facilities	1 per District
Director of Education Technology	1 per District
Coordinator of Federal and State Programs; Pupil Services	Possible to transfer duties to a reclassified position
Coordinator of Data, Evaluation and Assessment	1 per District
Coordinator of Public Relations and Community Services	Dependent upon specialized funding
Coordinator of Community Schools and Afterschool Programs	1 per District <i>(Dependent upon specialized funding)</i>
Human Resources and Credentialing Coordinator	1 per District; (Update job description to include Workers Compensation duties)
Program Specialist	Dependent upon specialized funding
Student and Family Services Manager	1 per District <i>(Dependent upon specialized funding)</i>
Accounting Supervisor	1 per Business Department
Principal	1 per School
Lead Psychologists	Dependent upon specialized funding
Assistant Principal	Approx .5 per 700 Students @ Middle Schools (APs not required @ Elementary Schools)

*Ratio guidance based upon best practices from multiple sources, including School Services of California, Fiscal Crisis Management Assistance Team and comparable school districts.

**Established for 2019-20 school year.

San Ysidro School District

Classified Staffing Ratios Guide*

Classification	Staffing Ratio
Accounting Technician II	1 per Child Nutrition Services
Accounting Technician III	1 Accounts Payable; 1 Inventory
Administrative Clerk I	1 per site; additional .5 per 700 students
Administrative Clerk II	2-3 per Ed Services
Administrative Confidential Secretary (Confidential)	1 per Superintendent
Administrative Secretary I	<i>See School Administrative Assistant Ratio</i>
Administrative Secretary II	1 @ MOTF; 1 @ SYMS <i>See School Administrative Assistant Ratio</i>
Administrative Secretary III	<i>Analysis in progress</i>
Area Production Manager	Dependent upon specialized funding
Bus Driver	Based upon # of students transported & SPED needs
Buyer	1 per medium sized District
Campus Aide	.5 per 75 students (<i>analysis in progress</i>)
Campus Security	Auxiliary Program @ Elementary 1 per Middle School; 1 @ elementary schools with 675+
Child Nutrition Specialist	16 meals per labor hour; calculated based upon average meals served
Children and Families Project Facilitator	Dependent upon specialized funding
Custodian	1 day per school; 1 night per school; additional .5 per 500 students; 1 @ DO (<i>analysis in progress</i>)
Data Support Specialist	1 @ IT; 1 @ Ed Services
Delivery Person	1 per medium sized District (<i>analysis in progress</i>)
District Translator	<i>Analysis in progress</i>
Executive Secretary II (Confidential)	1 per Business Department
Gardener	<i>Analysis in progress</i>
Health Clerk	1 per site
Information Computer Specialist	1 per 1150 PK-8 students
Information Systems Analyst	1 per 2300 PK-8 students
Instructional Aide	Dependent upon preschool enrollment and specialized funding

Instructional Aide, SPED	Dependent upon IEP and student needs
Instructional Health Care Assistant	Dependent upon IEP and student needs
Instructional Media Resource Aide	1 per school; (<i>work year analysis in progress</i>)
Lead Gardener	1 per District
Lead Maintenance	1 per District
Lead Child Nutrition Specialist	1 per school
Licensed Vocational Nurse	<i>Analysis in progress</i>
Maintenance Person	2-3 per District; <i>analysis in progress</i>
Maintenance/Electrician	1 per District
Maintenance/HVAC	1 per District
Maintenance/Locksmith	1 per District
Maintenance/Painter	1 per District
Maintenance/Plumber	1 per District
Mechanic	1 per District
Outreach Consultant	Dependent upon specialized funding
Personnel Technician (Confidential)	1 per HR Department
Publications Technician	1 per District
School Administrative Assistant	1 Admin Sec I/II or School Admin Asst. per site
Senior Payroll and Benefits Accountant	1 per Business Dept.
Senior Secretary to the Superintendent (Confidential)	1 per Administrative Office
Special Education Technician	1 per SPED Department
Testing Assistant	Dependent upon specialized funding
Transportation Operations Technician	1 per District
Warehouse Distribution Associate	1 per District

**Ratio guidance based upon best practices from multiple sources, including School Services of California, Fiscal Crisis Management Assistance Team and comparable school districts.*

***Established for 2019-20 school year.*

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: January 21, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIALS: 
 Informational
 Action

AGENDA ITEM: SPENDING REDUCTION PLAN 2019-20

BACKGROUND INFORMATION:

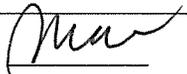
On December 13, 2018, the District submitted the 2018-19 First Interim Report with a Qualified Certification. Qualified Certification means the school district may not meet its financial obligations for the current and two subsequent fiscal years. The District is required to submit a spending reduction plan to the San Diego County Office of Education by the Second Interim Report.

For fiscal year 2019-20, the District anticipates that the total spending reduction needed will be \$4.7 million to \$6.4 million.

RECOMMENDATION:

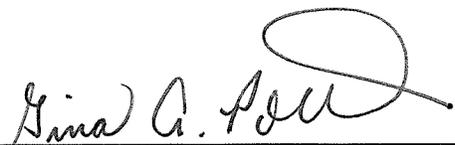
Approve the 2019-20 Spending Reduction Plan which the District is required to submit to the San Diego County Office of Education. The District filed a Qualified Budget Certification at First Interim; therefore, a Spending Reduction Plan must be approved by the Second Interim Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

San Ysidro School District

2019-2020 Spending Reduction Plan		
		Estimated Reduction
1.	Hiring Freeze (18-19 & 19-20)	\$600,000 - \$650,000
2.	Spending Freeze (18-19)	\$300,000
3.	Shift in Funding from GF to Supplemental-Concentration (18-19 & 19-20)	\$800,000 - \$1.6 million
4.	Supplemental Retirement Plan	\$1,187,305
5.	Layoff Resolutions	
	Certificated Layoff Resolution (includes Certificated Management)	\$1.0 million - \$1.6 million
	Classified Layoff Resolution	\$600,000 - \$800,000
6.	Auxiliary Program Reductions	<i>Included in #5 above</i>
7.	Contracts	\$50,000 - \$100,000
8.	Legal Counsel Reduction (19-20)	\$200,000
Spending Reduction Total		\$4.7 million - \$6.4 million

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: REVISED SUBSTITUTE SALARY SCHEDULE

BACKGROUND INFORMATION:

Administration recommends updating the substitute salary schedule to comply with the minimum wage law.

RECOMMENDATION:

Approve the revised substitute salary schedule to be consistent with the City of San Diego minimum wage update.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: ma

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
SUBSTITUTE SALARY SCHEDULE**

CLASSIFICATION	HOURLY RATE	
AVID Tutors	\$12.00	effective Nov 2016
Substitute Campus Aides	\$12.00	effective Jan 2019
Substitute Bus Drivers	\$17.13	effective Nov 2015
Substitute Campus Security	\$16.87	effective Nov 2017
Substitute Clerks	\$13.36	effective Jan 2009
Substitute Custodians	\$14.62	effective Jan 2009
Substitute Child Nutrition Specialists	\$12.11	effective Jan 2009
Substitute Gardeners	\$14.62	effective Jan 2009
Substitute Instructional Aides	\$12.00	effective Jan 2019
Substitute Maintenance Worker	\$16.74	effective Jan 2009
Substitute Permit Teachers	\$15.00	effective Mar 2002
Substitute Publication Technicians	\$20.19	effective Oct 2017
Substitute Teacher	\$143 a day after the 11th day in same assignment	effective Nov 2015 \$158

*Revised 4-17-15; 10-23-15; 11-01-15; 11-10-17; 02-21-19

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Special Education
Oscar Madera, Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: EXTENDED SCHOOL YEAR WAIVER 2019

BACKGROUND INFORMATION:

Ed Code or CCR to Waive: 3043 Extended School Year (ESY) services shall be provided for each individual with exceptional needs who has unique needs and requires special education and related services in excess of the regular academic year. Such individuals shall have disabilities which are likely to continue indefinitely or for a prolonged period, and interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible, or unlikely that the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability condition. The lack of clear evidence of such factors may not be used to deny an individual an extended school year program if the Individualized Education Program (IEP) team determines the need for such a program and includes ESY in the IEP pursuant to subsection (f).

Special Education Department recommends that the Governing Board approves the request to provide ESY services for 86.75 hours across 15 instructional days (holiday included) from June 24, 2019 to July 12, 2019. Also, special education and related services offered during the extended year period must be comparable in standards, scope, and quality to the special education program offered during the regular academic year as required by *California Code of Regulations*, Title 5, (5 CCR), Section 3043(d).

RECOMMENDATION:

Approve the Waiver for Extended School Year 2019 to reduce the number of instructional days maintaining the 86.75 instructional hours provided over a span of 15 days instead of 27 to special education students.

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)

(Name of funding source and/or location)

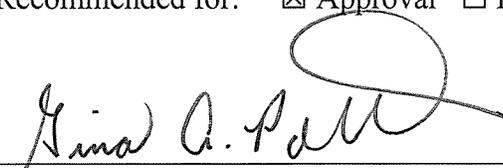
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification

14D.1

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: February 21, 2019

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

FROM: Willow School
Manuel Bojorquez, Principal

INITIAL: 
 Informational
 Action

AGENDA ITEM: GREATER SAN DIEGO READING ASSOCIATION 2019 AUTHOR'S FAIR
AT WILLOW SCHOOL

BACKGROUND INFORMATION:

The Greater San Diego Reading Association (GSDRA) has celebrated children's literature with San Diego Children's Book Writers and Illustrators and students for the last 45 years in San Diego County. Students and their teachers have been invited to read the authors' books in preparation of an author visit. The San Diego County Office of Education (SDCOE) previously hosted this event for 40 years. For the past 5 years, GSDRA has selected Willow School to host this event.

GSDRA has chosen seven (7) San Diego authors to share their books and stories with the students of Willow School. These authors have all participated in Author Fairs in San Diego County. GSDRA is responsible for their honorarium. All students will get to meet and hear a presentation by a grade-appropriate author. Teachers are asked to read the books with the students and prepare a written response that may include artwork that is displayed proudly. Authors and their books are selected to help meet Language Arts Standards and to encourage students to read for enjoyment. This event is always a special occasion for students and their teachers. This event will take place on Thursday, March 14, 2019 at no cost to the District.

RECOMMENDATION:

Information only. - The Greater San Diego Reading Association 2019 Author's Fair will take place at Willow School on March 14, 2019 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Student Achievement - All Students, including English Learners, will improve annually in all content areas.

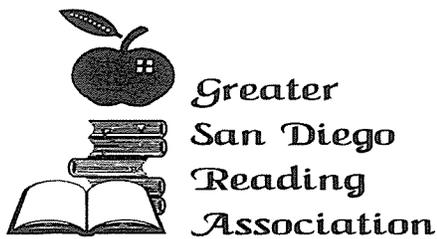
<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: _____
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?			Requisition #	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 200px; height: 20px;"></div>			
<div style="border: 1px solid black; width: 100px; text-align: center;">N/A (Amount)</div>	<div style="border: 1px solid black; width: 300px; text-align: center;">N/A (Name of funding source and/or location)</div>	<div style="border: 1px solid black; width: 300px; text-align: center;">-- (Funding account number)</div>			

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



January 15, 2019

Dear Principal Bojorquez,

Greater San Diego Reading Association is proud to announce that Willow School in San Ysidro has been selected as the site for 2019 Authors' Fair. You and your librarian, Marci Begins are members of our organization qualifying your school to be nominated and then selected for this special honor.

The Greater San Diego Reading Association (GSDRA) has celebrated children's literature with San Diego Children's Book Writers and Illustrators and students for the last 45 years in San Diego County. Students and their teachers have been invited to read the authors' books in preparation of an author visit. The SDCOE previously hosted this event for 40 years. For the past 5 years, GSDRA has selected schools in all parts of the county to host this event.

GSDRA has chosen seven (7) San Diego authors to share their books and stories with the students of Willow. These authors have all participated in Author Fairs in San Diego County. GSDRA is responsible for their honorarium. All students will get to meet and hear a presentation by a grade-appropriate author. Teachers are asked to read the books with the students and prepare a written response that may include artwork that is displayed proudly. Authors and their books are selected to help meet Language Arts Standards and to encourage students to read for enjoyment. This event is always a special occasion for students and their teachers. GSDRA will provide proof of insurance for our visit and has a bilingual storyteller that the school can choose to hire for two assemblies.

Authors are expected to have two sessions each. Two classrooms will need to meet with the author together since your school is quite large. Melanie Miller and Penny Cline, both past Presidents of Greater San Diego Reading Association are available to help you with organizing the day. Please email Melanie at melmiller@cox.net and set up a time and date to meet and discuss all necessary details. GSDRA has asked all the authors to save **Thursday, March 14** for their visit. A letter will be sent to them including directions to your school, a schedule for the morning and a map of your school.

We know that your teachers will help make this day a special celebration of learning.

Congratulations on being chosen for the 2019 Authors' Fair.

Sincerely,

Masami Jenkins
GSDRA President, 2018-2019

14D.2
Page 2 of 2

Greater San Diego Reading Association
A Honor Chapter of the California Reading Association

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: COMPREHENSIVE SCHOOL SITE SAFETY PLANS

BACKGROUND INFORMATION:

Education Code Sections 32280-32289 establishes that each school district is responsible for the overall development of all comprehensive school safety plans for its schools operating kindergarten or any of grades 1 to 12. A safety plan has also been submitted for the Child Development Center (CDC). Each school including the CDC, shall review, update, and adopt its comprehensive school safety plan by March 1st of each school year.

In order to ensure compliance with the article, each school, including the CDC shall forward its comprehensive school safety plan to the District for approval.

Comprehensive School Safety Plans – Under Separate Cover

RECOMMENDATION:

Approve the Comprehensive School Site Safety Plans for the 2018-19 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, climate, and student engagement - Action 2.3: Review and revise safety plans for district and site needs.

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - FEBRUARY

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 February 21, 2019 Board meeting:

- Tri-Annual Joint Homeless & Foster Care Liaison Meeting
- All About Girls of Color Training (Rescheduled)
- South County Cohort 4 – SUMS Training 3 – Engineering Your MTSS
- South County Cohort 4 – SUMS Training 4 – Structuring Your MTSS
- Targeted Feedback Institute
- Deloitte’s Courageous Principals
- HCM PeopleSoft User Group Meeting - Benefit Events & HR Actions/Reasons
- 2019 Synergy Users Conference
- 2019 CADA Convention

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

RECOMMENDATION:

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

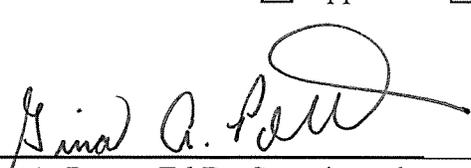
LCAP GOAL AND ACTION/SERVICE:

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: _____
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
APPROXIMATE COST \$6,400.00 (Amount)	Title II and ASB Site Funds (Name of funding source and/or location)	-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:



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

14D.4

Page 1 of 3

PROFESSIONAL DEVELOPMENT**Item 14D.4**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Veronica Medina	Tri-Annual Joint Homeless & Foster Care Meeting	SDCOE	January 29, 2019	\$0	No Cost
Manuel Bojorquez, Consuelo Carranza, Marlo Vasquez, Luis Ramos, Nadia Aviles, Maria Rodriguez	All About Girls of Color Training	San Diego	March 1, 2019 Previously approved – Date changed	\$450.00	Title II Fund
Manuela Colom, Cynthia Gonzalez, Kelli Hay, Oscar Madera, Omar Calleros, Maria Rodriguez, Denise Villezcas, Dalia Gonzalez, Russell Little, Martha Murillo	South County Cohort 3 – SUMS Training – Engineering Your MTSS	SCREC	February 12-13, 2019	\$0	No Cost
Manuela Colom, Cynthia Gonzalez, Kelli Hay, Oscar Madera, Omar Calleros, Maria Rodriguez, Denise Villezcas, Dalia Gonzalez, Russell Little, Martha Murillo	South County Cohort 3 – SUMS Training – Structuring Your MTSS	SCREC	March 14-15, 2019	\$0	No Cost
Manuela Colom, Cynthia Gonzalez, Luis Ramos, Diane Steele, Russell Little, Efrain Burciaga, Manuel Bojorquez,	Targeted Feedback Institute	SDCOE	March 7-8, 2019	\$3,600.00	Title II Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Maria Rodriguez, Nadia Aviles					
Manuela Colom, Manuel Bojorquez, Efrain Burciaga, Maria Rodriguez, Russell Little	Deloitte's Courageous Principals	Dallas, TX	April 12-14, 2019	\$2,000.00 (Airfare) SDCOE will cover registration fees and lodging	Title II Fund
Courtney Foster	HCM PeopleSoft User Group Meeting - Benefit Events & HR Actions/ Reasons	SDCOE	February 22, 2019	\$0.00	No Cost
Todd Lewis, Cynthia Gonzalez, Carolina Jaime	2019 Synergy Users Conference	SDCOE	February 20, 2019	\$0	No Cost
Maria Preciado	2019 CADA Convention	San Diego	February 27 – March 1, 2019	\$350.00	ASB Site Funds

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #7 (January 14, 2019 through January 31, 2019): ▪ General Fund: 0000004424-0000004427, 0000004429-0000004461, 0000004463-0000004478, 0000004480-0000004496 ▪ Child Development Fund: 0000004428, 0000004479.

RECOMMENDATION:

Ratify the following purchase orders incurred by the District during the period January 14, 2019 through January 31, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MA
Requisition #

Financial Implications?
 Yes No

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

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
0000004424	1/14/2019	001755	WILLIAM V. MAC GILL & CO.		0100	0000000	4300010	024	493.13
				MEDICAL SUPPLIES					
0000004425	1/14/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	020	161.56
				INSTRUCTIONAL SUPPLIES					
0000004426	1/14/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	170.46
				INSTRUCTIONAL SUPPLIES					
0000004427	1/14/2019	0000000492	VERBAL BEHAVIOR ASSOCIATES		0100	6500000	5800010	054	2,400.00
				PROFESSIONAL SERVICES					
0000004429	1/15/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	022	2,450.19
				INSTRUCTIONAL SUPPLIES					
0000004430	1/15/2019	001012	CDW GOVERNMENT LLC		0100	0000000	4400000	020	2,585.96
				OFFICE EQUIPMENT					
0000004431	1/15/2019	000584	SWEETWATER UNION HIGH		0100	0980002	4300001	061	5,000.00
				CONTRACTED SERVICES					
0000004432	1/15/2019	003249	CABE SD SOUTH COUNTY		0100	4203000	5200003	061	1,100.00
				REGISTRATION FEES					
0000004433	1/15/2019	004056	OPTIMUM FLOORCARE		0100	0000000	4300020	025	1,000.00
				MAINTENANCE SUPPLIES					
0000004434	1/15/2019	001755	WILLIAM V. MAC GILL & CO.		0100	0000000	4300010	024	1,371.41
				MEDICAL SUPPLIES					
0000004435	1/15/2019	004601	SIR SPEEDY PRINTING 02890		0100	0000000	4300011	012	242.45
				OFFICE SUPPLIES					
0000004436	1/15/2019	001178	SAN DIEGO COUNTY		0100	0000001	5200003	061	249.00
				REGISTRATION FEES					
0000004437	1/15/2019	001755	WILLIAM V. MAC GILL & CO.		0100	0000000	4300010	025	377.06
				MEDICAL SUPPLIES					
0000004438	1/15/2019	0000000459	SAN DIEGO STAGE & LIGHTING SUPPLY		0100	8150000	4300007	070	598.01
				MAINTENANCE SUPPLIES					
0000004439	1/15/2019	001178	SAN DIEGO COUNTY		0100	0000000	5200003	061	1,400.00
				REGISTRATION FEE					
0000004440	1/15/2019	0000000177	CSM CONSULTING INC.		0100	0000000	5800010	071	6,000.00
				PROFESSIONAL SERVICES					
0000004441	1/15/2019	002092	CALIFORNIA ENVIRONMENTAL		0100	0982000	5600005	074	715.00
				MAINTENANCE SUPPLIES					
0000004442	1/15/2019	0000000401	FLINN SCIENTIFIC, INC		0100	0000000	4300001	022	2,756.91
				INSTRUCTIONAL SUPPLIES					
0000004443	1/15/2019	004906	AHLEE BACKFLOW SERVICE, INC.		0100	8150000	5600005	070	467.00
				MAINTENANCE SERVICE					
0000004444	1/15/2019	0000000558	ELI ELECTRIC, INC.		0100	8150000	5600005	070	3,285.00
				CONTRACTED SERVICES					
0000004445	1/15/2019	0000000554	WEATHERPROOFING TECH, INC.- Roofing Repairs		0100	8150000	5600005	070	36,005.00
				CONTRACTED SERVICES					
0000004446	1/15/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	025	211.77
				INSTRUCTIONAL SUPPLIES					
0000004447	1/15/2019	0000000068	P.I.P.S. (Payroll Contribution 17-18)		0100	0000000	5450000	071	83,020.00
				CONTRACTED SERVICES					
0000004448	1/15/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	012	192.25
				OFFICE SUPPLIES					
0000004449	1/16/2019	0000000068	P.I.P.S.		0100	0000000	5450000	071	15,000.00
				CONTRACTED SERVICES					
0000004450	1/16/2019	0000000483	MUFG UNION BANK, N.A. - FACIPA SDCOE		0100	0000000	5800010	071	120,000.00
				PROFESSIONAL SERVICES					
0000004451	1/16/2019	004678	AMAZON.COM, INC.		0100	0000000	4300012	022	261.73
				INSTRUCTIONAL SUPPLIES					
0000004452	1/16/2019	0000000523	DRYERASEBOARD.COM		0100	0000000	4300001	025	817.41
				INSTRUCTIONAL SUPPLIES					
0000004453	1/17/2019	004726	AUTO UPHOLSTERY MASTERS		0100	0982000	5600005	074	5,270.00
				CONTRACTED SERVICES					
0000004454	1/17/2019	0000000203	KEENAN & ASSOCIATES		0100	0000000	5450000	071	15,000.00
				PROFESSIONAL SERVICES					
0000004455	1/18/2019	001532	VERITIV OPERATING COMPANY		0100	0000000	4300050	073	651.94
				PUBLICATION SUPPLIES					
0000004456	1/22/2019	0000000562	SWAN EMPLOYMENT LAW CLIENT		0100	0000000	5800002	080	30,833.33
				AGREEMENT					
0000004457	1/23/2019	004571	DOMTAR PAPER CO. LLC		0100	0000000	4300001	016	1,605.48
				INSTRUCTIONAL SUPPLIES					
0000004458	1/23/2019	001023	WIRELESS PRO'S		0100	8150000	4300011	070	200.00
				MAINTENANCE SUPPLIES					
0000004459	1/23/2019	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	020	6,250.81
				CUSTODIAL SUPPLIES					
0000004460	1/25/2019	004571	DOMTAR PAPER CO. LLC		0100	0000000	4300011	064	1,109.63
				OFFICE SUPPLIES					
0000004461	1/28/2019	004571	DOMTAR PAPER CO. LLC		0100	0000000	4300001	020	1,605.48
				INSTRUCTIONAL SUPPLIES					
0000004463	1/28/2019	000809	OFFICE DEPOT		0100	0000000	4300001	016	223.49
				INSTRUCTIONAL SUPPLIES					
0000004464	1/28/2019	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300001	016	312.78
				INSTRUCTIONAL SUPPLIES					
0000004465	1/28/2019	0000000559	OTAY COMMUNICATIONS LLC		0100	0982000	5600005	074	423.95
				CONTRACTED SERVICES					
0000004466	1/29/2019	002874	ACSA		0100	6500000	5200003	054	1,600.00
				REGISTRATION FEE					
0000004467	1/29/2019	0000000566	ED TECH TEAM, INC.		0100	4035000	5200003	061	1,445.00
				REGISTRATION FEES					

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004468	1/29/2019	0000000336	PROJECT LEAD THE WAY INC	REGISTRATION FEE	0100	4035000	5200003	061	4,193.00
0000004469	1/29/2019	0000000567	MODERN TEACHER LLC	REGISTRATION FEE	0100	0000000	5200003	061	945.00
0000004470	1/29/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	018	789.12
0000004471	1/29/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	467.52
0000004472	1/29/2019	004749	SAN DIEGO CENTER FOR CHILDREN (Non-Public)	PROFESSIONAL SERVICES	0100	6500000	5800010	054	28,510.68
0000004473	1/29/2019	004792	FUN AND FUNCTION, LLC	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	230.37
0000004474	1/29/2019	0000000033	ORANGE COUNTY DEPT. OF EDUCATION	PROFESSIONAL SERVICES	0100	5640000	5800010	052	1,000.00
0000004475	1/29/2019	004857	ONE TRIPP TREE SERVICE INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	2,432.00
0000004476	1/29/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	8150000	4300007	070	323.25
0000004477	1/29/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	8150000	4300007	070	304.26
0000004478	1/29/2019	000308	SEAWORLD PARKS & ENTERTAINMENT	ADMISSION FEES	0100	0000001	5800017	020	455.00
0000004479	1/29/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	025	4,883.30
0000004480	1/29/2019	0000000569	SAN BERNARDINO COUNTY	REGISTRATION FEE	0100	0000000	5200000	064	100.00
0000004481	1/29/2019	0000000560	WELLNESS TOGETHER INC.	REGISTRATION FEE	0100	3327000	5200003	054	1,171.41
0000004482	1/29/2019	0000000558	ELI ELECTRIC, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	925.00
0000004483	1/30/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	376.70
0000004484	1/30/2019	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	3,130.65
0000004485	1/30/2019	0000000077	AZTEC CONTAINER	CONTRACTED SERVICES	0100	8150000	5600001	070	2,424.36
0000004486	1/30/2019	000379	HAWTHORNE MACHINERY	TRANSPORTATION REPAIRS	0100	0982000	5600005	074	1,569.89
0000004487	1/30/2019	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	2,557.14
0000004488	1/30/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	460.46
0000004489	1/30/2019	001980	LOS ANGELES FREIGHTLINER	CONTRACTED SERVICES	0100	0982000	5600005	074	2,162.35
0000004490	1/30/2019	0000000570	INDUSTRIAL WEBBING CORP	INSTRUCTIONAL SUPPLIES	0100	3327000	4300001	054	599.09
0000004491	1/30/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300013	022	666.15
0000004492	1/30/2019	0000000457	AMPLIFIED IT, LLC	CONTRACTED SERVICES	0100	0000001	5800006	061	10,549.00
0000004493	1/31/2019	0000000571	ALEXANDER BOWIE, A LAW CORP.	CONTRACTED SERVICES	0100	0000000	5900012	064	223.30
0000004494	1/31/2019	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	1,605.48
0000004495	1/31/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	016	165.90
0000004496	1/31/2019	0000000506	DANIELLE CLARK	AGREEMENT	0100	0000000	5800002	071	156,712.73
Total 0100									584,796.30
0000004428	1/15/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	5210000	4300001	076	1,795.02
0000004479	1/29/2019	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	1200	9024000	5200003	076	1,785.00
Total 1200									3,580.02
Grand Total									588,376.32

14E.1

Page 3 of 3

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 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 January 15, 2019 through February 06, 2019 with checks #14-498130 through #14-506256 for a total expenditure of \$1,044,944.89 from the following sources:

- General Fund - \$1,019,154.21
- Child Development - \$9,486.63
- Child Nutrition - \$78.25
- Capital Facilities - \$16,225.80

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of January 15, 2019 through February 06, 2019 for a total expenditure of \$1,044,944.89.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

Renewal New Amendment Ratify Other

Business Services Reviewed: MA

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

Warrant ID	Name	Payment Date	Amount	Fund	Description
14498130	ELMY FLORES	1/16/2019	54.06	0100	MILEAGE
14498131	LAW OFFICE OF MEAGAN NUÑEZ	1/16/2019	2200.00	0100	SETTLEMENT FEES
14498132	BMR HEALTH SERVICES, INC	1/16/2019	9920.00	0100	PROFESSIONAL SERVICES
14498133	CAROLYN KARINEN	1/16/2019	9270.00	0100	SLP PROFESSIONAL SERVICES
14498134	XEROX FINANCIAL SERVICES	1/16/2019	9274.25	0100	LEASE SERVICES
14498135	OMAR CALLEROS	1/16/2019	47.34	0100	REIMBURSEMENT
14498136	EBS - EDUATIONAL BASED SERVICES	1/16/2019	10524.75	0100	PROFESSIONAL SERVICES
14498137	MAXIM HEALTHCARE SERVICES, INC	1/16/2019	24102.00	0100	PROFESSIONAL SERVICES
14498138	HORIZON DISTRIBUTORS	1/16/2019	896.46	0100	MAINTENANCE SUPPLIES
14498140	SYLVIA ROBLEDO	1/16/2019	37.33	0100	REIMBURSEMENT
14498141	ACES	1/16/2019	14545.58	0100	PROF. SRVCS - Non-Public
14498142	DIXIELINE LUMBER CO	1/16/2019	30.53	0100	MAINTENANCE SUPPLIES
14498143	PARADIGM HEALTHCARE SERVICES	1/16/2019	665.08	0100	PROFESSIONAL SERVICES
14498144	GRAINGER	1/16/2019	1397.49	0100	MAINTENANCE SUPPLIES
14498145	DUNN-EDWARDS CORP.	1/16/2019	295.34	0100	MAINTENANCE SUPPLIES
14498146	THE INSTITUTE FOR EFFECTIVE	1/16/2019	4542.20	0100	PROF. SERVICES /NON-PUBLIC SCH
14498147	REFRIGERATION SUPPLIES	1/16/2019	963.81	0100	MAINTENANCE SUPPLIES
14498148	BUS WEST	1/16/2019	237.19	0100	MECHANIC SUPPLIES
14498149	REPUBLIC SERVICES	1/16/2019	13803.91	0100	UTILITIES
14498150	EWING IRRIGATION	1/16/2019	1822.26	0100	GROUNDS SUPPLIES
14498153	HANDY METAL MART	1/16/2019	208.60	0100	MECHANIC SUPPLIES
14498154	RCP BLOCK & BRICK	1/16/2019	368.01	0100	GROUNDS SUPPLIES
14498155	WILLY'S ELECTRONIC SUPPLY CO.	1/16/2019	356.40	0100	IT SUPPLIES
14498156	ASELTINE SCHOOL	1/16/2019	11253.36	0100	PROF. SERV -NONPUBLIC SCHOOL
14498157	A-Z BUS SALES, INC.	1/16/2019	2821.74	0100	CONTRACTED SERVICES
14498158	RANCHO AUTO & TRUCK PARTS	1/16/2019	62.73	0100	GROUNDS SUPPLIES
14498159	GCR TIRES&SERVICE	1/16/2019	621.70	0100	TRANSPORTATION SUPPLIES
14498160	CALIFORNIA ELECTRIC SUPPLY	1/16/2019	511.65	0100	MAINTENANCE SUPPLIES
14498161	FLEETWASH INC	1/16/2019	399.99	0100	CONTRACTED SERVICES
14498162	ROAD ONE TOWING	1/16/2019	450.00	0100	CONTRACTED SERVICES
14498163	THE HOME DEPOT SUPPLY	1/16/2019	3677.39	0100	MAINTENANCE SUPPLIES
14498164	VALLEY INDUSTRIAL SPECIALTIES	1/16/2019	523.57	0100	MAINTENANCE SUPPLIES
14498165	PRO POWER	1/16/2019	701.79	0100	GROUNDS SUPPLIES

Warrant ID	Name	Payment Date	Amount	Fund	Description
14498166	THE BATTERY PLACE	1/16/2019	740.24	0100	GROUNDS SUPPLIES
14498167	ABA EDUCATION FOUNDATION	1/16/2019	1284.75	0100	PROFESSIONAL SERVICES
14498168	XEROX CORPORATION	1/16/2019	5476.79	0100	CONTRACTED SERVICES
14498169	STOTZ EQUIPMENT	1/16/2019	286.11	0100	GROUNDS SUPPLIES
14498744	AMAZON.COM, INC.	1/17/2019	1054.65	0100	INSTRUCTIONAL SUPPLIES
14499397	P.I.P.S.	1/18/2019	83020.00	0100	PAYROLL CONTRIBUTION
14499398	BMR HEALTH SERVICES, INC	1/18/2019	9300.00	0100	CONTRACTED SERVICES
14499399	MRC SMART TECHNOLOGY SOLUTIONS	1/18/2019	16407.19	0100	CONTRACTED SERVICES
14499400	EBS - EDUATIONAL BASED SERVICES	1/18/2019	5975.25	0100	CONTRACTED SERVICES
14499401	GROSSMONT UNION HIGH SCHOOL	1/18/2019	6130.55	0100	CONTRACTED SERVICES
14499402	LHE, INC	1/18/2019	87.21	0100	OFFICE SUPPLIES
14499403	CROWN AWARDS	1/18/2019	3453.89	0100	OFFICE SUPPLIES
14499404	EFRAIN IVAN MANRIQUEZ	1/18/2019	216.05	0100	MILEAGE
14499405	SUPERIOR READY MIX CONCRETE LP	1/18/2019	536.52	0100	GROUNDS SUPPLIES
14499406	BEAR COMMUNICATIONS, INC.	1/18/2019	1808.86	0100	OFFICE SUPPLIES
14499407	SAN DIEGO GAS & ELECTRIC	1/18/2019	15003.04	0100	UTILITIES
14499408	COURTNEY TIRE SERVICE	1/18/2019	1045.58	0100	MAINTENANCE SUPPLIES
14499409	SPRINT	1/18/2019	3532.32	0100	CONTRACTED SERVICES
14499410	OFFICE DEPOT	1/18/2019	2985.06	0100	INSTRUCTIONAL SUPPLIES
14499412	CDW GOVERNMENT LLC	1/18/2019	8555.91	0100	OFFICE SUPPLIES
14499413	JOHNSON CONTROLS	1/18/2019	952.00	0100	CONTRACTED SERVICES
14499414	CALIFORNIA DEPT. OF JUSTICE	1/18/2019	931.00	0100	CONTRACTED SERVICES
14499415	COMPLIANCE POSTER COMPANY	1/18/2019	350.02	0100	OFFICE SUPPLIES
14499416	WILLIAM V. MAC GILL & CO.	1/18/2019	605.09	0100	MEDICAL SUPPLIES
14499417	BARNES AND NOBLE	1/18/2019	920.52	0100	INSTRUCTIONAL SUPPLIES
14499418	LEARNING A-Z	1/18/2019	439.80	0100	LICENSE FEES
14499419	LAURA ENGLISH	1/18/2019	131.12	0100	REIMBURSEMENT
14499420	FEDEX	1/18/2019	156.60	0100	CONTRACTED SERVICES
14499421	PHONAK HEARING SYSTEMS	1/18/2019	2829.04	0100	INSTRUCTIONAL SUPPLIES
14499422	SAN DIEGO COUNTY SUPERINTENDEN	1/18/2019	70.00	0100	REGISTRATION FEE
14499423	BEST BUY	1/18/2019	65.22	0100	OFFICE SUPPLIES
14499424	MCGREGOR AND ASSOCIATED	1/18/2019	459.00	0100	PROFESSIONAL SERVICES
14499425	US GAMES	1/18/2019	372.12	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Name	Payment Date	Amount	Fund	Description
14499426	THE BATTERY PLACE	1/18/2019	1029.01	0100	MECHANIC SUPPLIES
14499427	FOLLETT SCHOOL SOLUTIONS,INC	1/18/2019	435.75	0100	INSTRUCTIONAL SUPPLIES
14500007	VECTOR USA	1/22/2019	11080.33	0100	CONTRACTED SERVICES
14500008	KEENAN & ASSOCIATES	1/22/2019	3362.63	0100	PROFESSIONAL SERVICES
14500009	WINET PATRICK GAYER CREIGHTON	1/22/2019	5540.69	0100	LEGAL SERVICES JPA
14500011	CAPITOL ADVISORS GROUP, LLC	1/22/2019	4000.00	0100	CONTRACTED SERVICES
14500012	SPINITAR/PRESENTATION PRODUCTS	1/22/2019	6844.61	0100	OFFICE EQUIPMENT
14500013	YMCA OF SAN DIEGO COUNTY	1/22/2019	110486.37	0100	CONTRACTED SERVICES
14500014	WAL- MART COMMUNITY/GEGRB	1/22/2019	40.96	0100	INSTRUCTIONAL SUPPLIES
14500015	STANLEY CONVERGENT SECURITY	1/22/2019	717.94	0100	CONTRACTED SERVICES
14500016	COOPERATIVE STRATEGIES LLC	1/22/2019	679.25	0100	PROFESSIONAL SERVICES
14500017	AGUILAR & ASSOCIATES	1/22/2019	8332.90	0100	PROFESSIONAL SERVICES
14500528	ACHIEVE3000, INC	1/23/2019	4526.00	0100	CONTRACTED SERVICES
14500529	SWAN EMPLOYMENT LAW CLIENT	1/23/2019	30833.33	0100	AGREEMENT
14500530	HOME DEPOT	1/23/2019	3616.85	0100	MAINTENANCE SUPPLIES
14500531	XEROX CORPORATION	1/23/2019	5407.20	0100	CONTRACTED SERVICES
14501045	AUTO UPHOLSTERY MASTERS	1/24/2019	5270.00	0100	CONTRACTED SERVICES
14501669	MARCOS MENDOZA	1/25/2019	117.74	0100	MILEAGE
14501670	RUSSELL LITTLE	1/25/2019	16.59	0100	REIMBURSEMENT
14501671	EMERGENCYKITS.COM	1/25/2019	2132.84	0100	OFFICE SUPPLIES
14501673	AT&T	1/25/2019	14657.26	0100	UTILITIES
14501674	NIRVANA BUSTOS	1/25/2019	66.58	0100	MILEAGE
14502224	NINYO & MOORE	1/28/2019	2623.87	0100	PROFESSIONAL SERVICES
14502225	EBS - EDUATIONAL BASED SERVICES	1/28/2019	14331.00	0100	CONTRACTED SERVICES
14502226	MAXIM HEALTHCARE SERVICES, INC	1/28/2019	12205.50	0100	PROFESSIONAL SERVICES
14502227	ARDOR HEALTH SOLUTIONS	1/28/2019	16340.00	0100	CONTRACTED SERVICES
14502228	GARY SNEAG O.D. OPTOMETRIC CORP	1/28/2019	95.00	0100	CONTRACTED SERVICES
14502229	DANNIS WOLIVER KELLEY	1/28/2019	1218.00	0100	LEGAL FEES
14502230	D&D WILDLIFE HABITAT RESTORATION, INC.	1/28/2019	575.00	0100	CONTRACTED SERVICES
14502231	UTILITY TRAILER SALES OF SOUTHERN	1/28/2019	407.03	0100	MAINTENANCE SUPPLIES
14502232	AMERICAN SWING PRODUCTS, INC	1/28/2019	249.55	0100	MAINTENANCE SUPPLIES
14502233	ALLIANCE FOR AFRICAN ASSISTANCE	1/28/2019	93.27	0100	PROFESSIONAL SERVICES
14502234	ACES	1/28/2019	4172.20	0100	PROF. SRVCS - Non-Public

Warrant ID	Name	Payment Date	Amount	Fund	Description
14502235	DEMCO INC.	1/28/2019	93.58	0100	INSTRUCTIONAL SUPPLIES
14502236	PARADIGM HEALTHCARE SERVICES	1/28/2019	500.00	0100	MEDICAL BILLING
14502237	THE INSTITUTE FOR EFFECTIVE	1/28/2019	3843.40	0100	PROF. SERVICES /NON-PUBLIC SCH
14502238	OFFICE DEPOT	1/28/2019	1365.30	0100	OFFICE SUPPLIES
14502239	HOME DEPOT	1/28/2019	485.24	0100	OFFICE SUPPLIES
14502240	JOHNSON CONTROLS	1/28/2019	489.50	0100	CONTRACTED SERVICES
14502241	SCHOOL NURSE SUPPLY, INC.	1/28/2019	452.17	0100	MEDICAL SUPPLIES
14502242	WILLIAM V. MAC GILL & CO.	1/28/2019	90.51	0100	MEDICAL SUPPLIES
14502243	RCP BLOCK & BRICK	1/28/2019	522.62	0100	GROUNDS SUPPLIES
14502244	WILLY'S ELECTRONIC SUPPLY CO.	1/28/2019	82.43	0100	MAINTENANCE SUPPLIES
14502245	AELTINE SCHOOL	1/28/2019	8804.50	0100	PROF. SERV -NONPUBLIC SCHOOL
14502246	CALIFORNIA ENVIRONMENTAL	1/28/2019	715.00	0100	MAINTENANCE SUPPLIES
14502247	A-Z BUS SALES, INC.	1/28/2019	2451.86	0100	CONTRACTED SERVICES
14502248	RANCHO AUTO & TRUCK PARTS	1/28/2019	16.31	0100	MAINTENANCE SUPPLIES
14502249	IMPERIAL SPRINKLER SUPPLY	1/28/2019	341.57	0100	GROUNDS SUPPLIES
14502250	THE HOME DEPOT SUPPLY	1/28/2019	2985.04	0100	MAINTENANCE SUPPLIES
14502251	WAL- MART COMMUNITY/GEGRB	1/28/2019	289.51	0100	INSTRUCTIONAL SUPPLIES
14502252	SAN DIEGO COUNTY SUPERINTENDEN	1/28/2019	800.00	0100	REGISTRATION FEE
14502253	SOUTHWEST SCHOOL & OFFICE	1/28/2019	632.37	0100	INSTRUCTIONAL SUPPLIES
14502254	SAN YSIDRO SCHOOL DISTRICT	1/28/2019	7863.06	0100	PCARD REPLENISH
14502255	TEAMTALK NETWORK	1/28/2019	397.80	0100	CONTRACTED SERVICES
14502256	ANYTIME SIGN SOLUTION, INC	1/28/2019	80.46	0100	MAINTENANCE SUPPLIES
14502257	OPTIMUM FLOORCARE	1/28/2019	112.30	0100	MAINTENANCE SUPPLIES
14502258	SIR SPEEDY PRINTING 02890	1/28/2019	146.14	0100	OFFICE SUPPLIES
14502259	FUN AND FUNCTION, LLC	1/28/2019	176.21	0100	INSTRUCTIONAL SUPPLIES
14502260	FLYERS ENERGY	1/28/2019	4017.66	0100	CONTRACTED SERVICES
14502261	AHLEE BACKFLOW SERVICE, INC.	1/28/2019	467.00	0100	MAINTENANCE SERVICE
14502828	P.I.P.S.	1/29/2019	15000.00	0100	CONTRACTED SERVICES
14502829	ALEXIS TAPIA	1/29/2019	36.54	0100	MILEAGE
14502830	CHEVRON U.S.A. INC.	1/29/2019	2429.27	0100	CONTRACTED SERVICES
14502831	ELVA DE BACA	1/29/2019	46.26	0100	REIMBURSEMENT
14503515	VECTOR USA	1/30/2019	11080.33	0100	CONTRACTED SERVICES
14503516	CSM CONSULTING INC.	1/30/2019	3000.00	0100	PROFESSIONAL SERVICES

Warrant ID	Name	Payment Date	Amount	Fund	Description
14503517	MUFG UNION BANK, N.A.	1/30/2019	17875.00	0100	PROFESSIONAL SERVICES
14503518	CLASSCRAFT STUDIOS INC.	1/30/2019	1552.00	0100	INSTRUCTIONAL SUPPLIES
14503519	OTAY COMMUNICATIONS LLC	1/30/2019	423.95	0100	CONTRACTED SERVICES
14503520	WAXIE SANITARY SUPPLY	1/30/2019	15121.27	0100	CUSTODIAL SUPPLIES
14503521	SCHOOL SERVICES OF CALIFORNIA	1/30/2019	3660.00	0100	CONTRACTED SERVICES
14503523	YMCA OF SAN DIEGO COUNTY	1/30/2019	81564.49	0100	CONTRACTED SERVICES
14503524	CPI	1/30/2019	1280.00	0100	LICENSE FEES
14504220	P.I.P.S.	1/31/2019	75448.87	0100	CONTRACTED SERVICES
14504221	MRC SMART TECHNOLOGY SOLUTIONS	1/31/2019	5316.61	0100	CONTRACTED SERVICES
14504222	XEROX FINANCIAL SERVICES	1/31/2019	8734.25	0100	CONTRACTED SERVICES
14504223	VERBAL BEHAVIOR ASSOCIATES	1/31/2019	2400.00	0100	PROFESSIONAL SERVICES
14504224	ELI ELECTRIC, INC.	1/31/2019	3285.00	0100	CONTRACTED SERVICES
14504225	SAN DIEGO GAS & ELECTRIC	1/31/2019	54408.44	0100	UTILITIES
14504226	WAXIE SANITARY SUPPLY	1/31/2019	4852.73	0100	CUSTODIAL SUPPLIES
14504227	GRAINGER	1/31/2019	515.56	0100	GOODS SUPPLIES
14504228	DUNN-EDWARDS CORP.	1/31/2019	472.11	0100	MAINTENANCE SUPPLIES
14504229	OFFICE DEPOT	1/31/2019	1713.34	0100	INSTRUCTIONAL SUPPLIES
14504230	ASSOCIATED VALUATION SERVICES	1/31/2019	1893.42	0100	PROFESSIONAL SERVICES
14504231	HOME DEPOT	1/31/2019	125.47	0100	GOODS SUPPLIES
14504232	SAN DIEGO COUNTY	1/31/2019	1649.00	0100	REGISTRATION FEES
14504233	REPUBLIC SERVICES	1/31/2019	12946.33	0100	UTILITIES
14504234	HARBOR FREIGHT TOOLS	1/31/2019	202.42	0100	MAINTENANCE SUPPLIES
14504235	IMPERIAL SPRINKLER SUPPLY	1/31/2019	257.70	0100	GOODS SUPPLIES
14504236	CABE SD SOUTH COUNTY	1/31/2019	1200.00	0100	REGISTRATION FEES
14504237	SAN DIEGO COUNTY SUPERINTENDEN	1/31/2019	865.00	0100	REGISTRATION FEES
14504238	HENRY APONTE	1/31/2019	690.00	0100	CONTRACTED SERVICES
14504239	BJ'S RENTALS, INC.	1/31/2019	953.17	0100	CONTRACTED SERVICES
14504240	STANLEY CONVERGENT SECURITY	1/31/2019	1364.00	0100	CONTRACTED SERVICES
14504241	OPTIMUM FLOORCARE	1/31/2019	275.39	0100	GOODS SUPPLIES
14504732	ALEXANDER BOWIE, A LAW CORP.	2/1/2019	223.30	0100	CONTRACTED SERVICES
14504733	CITY TREASURER	2/1/2019	8082.17	0100	UTILITIES
14504735	CURRICULUM ASSOC. INC.	2/1/2019	868.91	0100	INSTRUCTIONAL SUPPLIES
14504736	CDW GOVERNMENT LLC	2/1/2019	17766.99	0100	OFFICE EQUIPMENT

Warrant ID	Name	Payment Date	Amount	Fund	Description
14504737	RCP BLOCK & BRICK	2/1/2019	708.53	0100	GROUPS SUPPLIES
14504738	CALIFORNIA ELECTRIC SUPPLY	2/1/2019	3899.17	0100	MAINTENANCE SUPPLIES
14504739	FEDEX	2/1/2019	47.16	0100	POSTAGE
14504740	RUSSELL SIGLER, INC	2/1/2019	274.95	0100	MAINTENANCE SUPPLIES
14504741	SCHOOL OUTFITTERS	2/1/2019	255.37	0100	INSTRUCTIONAL SUPPLIES
14504742	SPARKLETT'S	2/1/2019	71.96	0100	CONTRACTED SERVICES
14505118	MAXIM HEALTHCARE SERVICES, INC	2/4/2019	33277.24	0100	PROFESSIONAL SERVICES
14505572	MARY TUCKER	2/5/2019	15.08	0100	MILEAGE
14505573	MARK KIRCHER	2/5/2019	243.58	0100	MILEAGE
14505574	JESSICA KERBOW	2/5/2019	49.06	0100	MILEAGE
14505575	DANIEL CHAVEZ	2/5/2019	183.45	0100	MILEAGE
14505576	BRIANNA MINTON	2/5/2019	37.70	0100	CONFERENCE REIMBURSEMENT
14505578	KARINA VICTORINO	2/5/2019	106.77	0100	CONFERENCE REIMBURSEMENT
14505579	ANITA GILLCHREST	2/5/2019	293.82	0100	MILEAGE
14505580	ANTONIO RAMIREZ	2/5/2019	584.64	0100	MILEAGE
14506254	DENISE VILLEZCAS	2/6/2019	567.80	0100	CONFERENCE REIMBURSEMENT
14506255	THE INSTITUTE FOR EFFECTIVE	2/6/2019	6988.00	0100	PROF. SERVICES /NON-PUBLIC SCH
14506256	SAN YSIDRO SCHOOL DISTRICT	2/6/2019	475.84	0100	RCF REPLENISH
Total 0100			\$ 1,019,154.21		
14498139	NANCY SERRANO	1/16/2019	46.60	1200	REIMBURSEMENT
14498152	LORENA VARELA	1/16/2019	80.48	1200	REIMBURSEMENT
14498742	WAXIE SANITARY SUPPLY	1/17/2019	6733.80	1200	CUSTODIAL SUPPLIES
14499411	POSITIVE PROMOTIONS	1/18/2019	366.17	1200	OFFICE SUPPLIES
14501672	LORENA VARELA	1/25/2019	66.64	1200	MILEAGE
14504734	LAKESHORE	2/1/2019	2114.28	1200	INSTRUCTIONAL SUPPLIES
14505577	ERIKA LOPEZ	2/5/2019	78.66	1200	REIMBURSEMENT
Total 1200			\$ 9,486.63		
14498743	SAFEWAY INC. - VONS DIVISION	1/17/2019	78.25	1300	CATERING SUPPLIES
Total 1300			\$ 78.25		
14498151	RANCHO SAN DIEGO NURSERY INC	1/16/2019	864.00	2518	GROUPS SUPPLIES
14506010	BAKER NOWICKI DESIGN STUDIO, LLP	1/22/2019	9117.80	2518	CONTRACTED SERVICES
14503522	DECISIONINSITE	1/30/2019	6244.00	2518	PROFESSIONAL SERVICES
Total 2518			\$ 16,225.80		

Warrant ID	Name	Payment Date	Amount	Fund	Description
Grand Total					
			\$ 1,044,944.89		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

Accept donations valued at \$3,939.27 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MA
Requisition #

Financial Implications?

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

Yes No

Yes No

DONATIONS
\$3,939.27

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIALS: MAW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH NYHART FOR ACTUARIAL VALUATION SERVICES

BACKGROUND INFORMATION:

Governing Accounting Board Standards, Statement No. 75 (GASB No. 75) replaces GASB Statement No. 45, Accounting and Financial Reporting by employers for postemployment benefits other than pensions. GASB 75 requires that districts determine the post employment benefits obligations every year. In order to remain in compliance, the District is requesting the assistance of The Howard E. Nyhart Company, Inc. (Nyhart), to complete an analysis and report using the most current requirements. The cost implications are:

- Roll-forward Valuation and GASB 75 Report for 2018-19 \$2,050.00
- Updated 2018-19 Actuarial Valuation and GASB 75 Report for compliance for 2019-20 \$6,750.00
- Roll-forward Valuation and GASB 75 Report for 2020-21 \$2,100.00

RECOMMENDATION:

Approve the Agreement with The Howard E. Nyhart Company, Inc. to conduct Actuarial Valuation Services for the District at a cost not to exceed \$10,900.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>MAW</u>
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Requisition #
\$10,900.00 <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")**

Agreement Between Nyhart, and:

Client Name:	San Ysidro School District
Primary Contact Name:	Marilyn Adrianzen, Chief Business Official
Primary Contact Address:	4350 Otay Mesa Road
	San Ysidro, CA 92173
Primary Contact Phone:	(619) 428-4476
Primary Contact Email:	marilyn.adrianzen@sysdschools.org

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

Nyhart will provide the following actuarial services:

- Roll-forward Valuation and GASB 75 Report for FYE 6/30/2019
- Updated June 30, 2019 OPEB actuarial valuation and report for compliance with GASB 75 for FYE 6/30/2020 including:
 - Kick off conference call
 - Data collection and analysis for full actuarial valuation
 - Conference call to review valuation report
- Roll-forward Valuation and GASB 75 Report for FYE 6/30/2021.

Fees for services provided by Nyhart

The fees listed below are subject to annual adjustments.

<u>Service</u>	<u>Fee</u>
Roll-forward Valuation and GASB 75 Report for FYE 6/30/19*	\$2,050
Updated June 30, 2019 OPEB Actuarial Valuation and GASB 75 Report for Compliance for FYE 6/30/2020**	\$6,750
Roll-forward Valuation and GASB 75 Report for FYE 6/30/2021***	\$2,100

* Net OPEB Liability will reflect liability timing adjustment and discount rate based on a Measurement Date of 6/30/2018.

** Will incorporate updated census, premiums and, if applicable, assets as of the Valuation Date (6/30/2019).

***Net OPEB Liability will reflect liability timing adjustment and discount rate based on a Measurement Date of 6/30/2020.

Client will be invoiced at the end of each month for work in progress.

Please select the method of delivery of your invoice:

- I would like my invoice sent electronically to the primary contact's email address.
- I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name

Invoice recipient email address

Invoice recipient address

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to OPEB actuarial services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- CalPERS Pension Related (e.g. GASB 68 Support, Section 115 Supplemental Funding Trusts)
- Health Care Reform financial impact consulting
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- Flex Accounts – FSA, HRA, & HSA consulting and administration
- What-if Modeling for health plan design and carrier changes
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;

14E.4

Page 3 of 5

- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contribution to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or mission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

San Ysidro School District

By: _____
Printed Name: _____
Date: _____

Nyhart

By: _____
Printed Name: _____
Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Child Nutrition Services
Evelyn Zarzosa, Director

INITIAL: ma
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ECO-LAB

BACKGROUND INFORMATION:

Eco- lab will meet County health code requirements to procure commercial grade cleaning and sanitizing products that are used daily by the school cafeteria staff. Eco-Lab delivers a wide range of solutions for a clean, safe, and secure environment.

RECOMMENDATION:

Approve the agreement with Eco-lab for cleaning and sanitizing products used by the Child Nutrition Services Department. Products ordered will be paid from the Child Nutrition and General funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #2: Safety, Climate and Student Engagement

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

Varies (Amount)

Child Nutrition and General Funds (Name of funding source and/or location)

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SERVICE AGREEMENT

This agreement is made and entered into this 22nd day of February, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Ecolab Pacific Southwest
Company/Vendor

(800) 352-5326
Telephone Number

6630 West Arby Avenue – Suite 107, Las Vegas, NV 89118
Address

www.ecolab.com
Website

hereinafter referred to as "Company/Vendor."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Term: From: February 22, 2019 To: June 30, 2019

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF COMPANY/VENDOR

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

Company/Vendor agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, Company/Vendors and other staff at all reasonable times.

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT COMPANY/VENDOR & ADDITIONAL PERSONNEL

Company/Vendor is retained as an independent company and is not an agent or employee of the District. No employee or agent of Company/Vendor shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Company/Vendor shall have no authority, express or implied,

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE – Company/Vendor shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Company/Vendor shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Company/Vendor shall not allow any subcontractors or employees to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Company/Vendor shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Company/Vendor, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit. **District waives _____**
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Company/Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **District waives _____**
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives _____**
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Company/Vendor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Company/Vendor's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Company/Vendors or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

Company/Vendor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

required documents prior to the work beginning shall not waive the Company/Vendor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Company/Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Company/Vendor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Company/Vendor shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Company/Vendor shall be entitled to no further compensation. Company/Vendor may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

to, or incident to any acts, errors or omissions, or willful misconduct of Company/Vendor, its officials, officers, employees, subcontractors, Company/Vendors or agents in connection with the performance of the Company/Vendor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Company/Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Company/Vendor, the District, its officials, officers, employees, agents, or volunteers.

Design Professionals Only: If Company/Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Company/Vendor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Company/Vendor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Company/Vendor, and, upon Company/Vendor obtaining a final adjudication by a court of competent jurisdiction, Company/Vendor's liability for such claim, including the cost to defend, shall not exceed the Company/Vendor's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Company/Vendor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Company/Vendor shall not be permitted to have any contact with District pupils until such time as Company/Vendor has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Company/Vendor and/or its employees will have limited contact with District pupils or if Company/Vendor and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

14E.5

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.14 NOTICES / CONTACT INFORMATION

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

COMPANY/VENDOR:	Ecolab Pacific Southwest	
Name:		Mario Peralta
Title:		Street Sales Dev. Manager – Institutional
Address:		
City/State/Zip Code:		
Telephone:	1-800-352-5326 or (619) 592-2853	
Email:		

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Evelyn Zarzosa
Title:	Chief Business Official	Director, Child Nutrition Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext 3011
Email:	Marilyn.adrianzen@sysdschools.org	Evelyn.zarzosa@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

COMPANY/VENDOR

DISTRICT

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 01-23-19

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Company/Vendor 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.

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

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

_____(Initial) Company/Vendor 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 Company/Vendor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Company/Vendor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

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

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

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

Company/Vendor Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Please refer to the attached proposal from Ecolab - includes kitchen and equipment inspections and supplies price list. The inspections are at no cost to the District.

San Ysidro School District

Mario Peralta

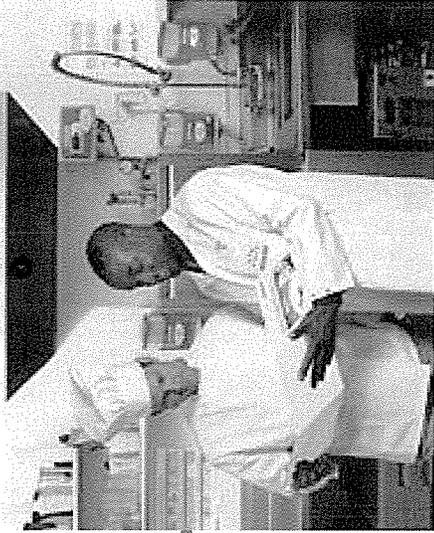
Street Sales Development Mgr

21 December 2018

14E.5
Page 12 of 16



Kitchen Service Procedures



Service Commitment

- ▲ On call 24 Hours a Day, 7 Days a Week (1-800-352-5326)

Restaurant Kitchen Visit Procedures for Ecolab Representative

- ▲ Check in with the General Manager for any problems between calls and for new employees that need training on Ecolab areas of responsibility.
- ▲ Ecolab Representative proceeds with preventative maintenance call.

Results Inspected

- ▲ The Ecolab Representative will inspect ware results which may include: dishware, glassware, cups, flatware, pots and pans.

Dishmachine Inspected Areas May Include:

- Booster Heater
- Rinse Valve
- Overflow
- Gauges
- Final Rinse
- Water Temperature
- Door
- Water Level
- Pre-Wash Tank
- Pumps
- Pre-Scrap Hose
- Timers
- Fill Valve
- Drains
- By-Pass
- Wash Arms
- Switches
- Jets
- Curtains
- Rinse Arms
- Motor
- Conveyors

Kitchen Service Procedures Continued

Dispensing Equipment Inspected

- ▲ Ecolab Representative will inspect all dispensing equipment to ensure proper function and concentrations.

Readings Taken

- ▲ Ecolab Representative will measure and record machine, product and water readings including:
 - Wash Temp
 - Rinse PSI
 - Rinse Additive
 - Produce Wash
 - Detergent Titration
 - Quat Sanitizer
 - Water Hardness
 - Final Rinse Temperature

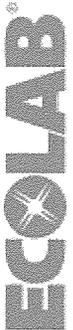
General Kitchen Inspection

- ▲ Ecolab Representative will inspect general kitchen area which may include:
 - Pre-scrub Hose
 - Procedures
 - Garbage Disposal
 - Cooler / Freezer
 - Sink
 - Food Contact Surfaces

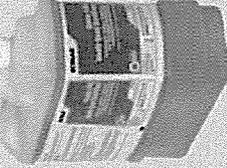
360° of Protection

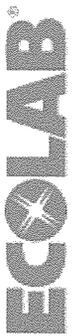
- ▲ Ecolab Representative will inspect operational areas and potential safety areas which may include:
 - Eye Wash Station
 - First Aid Kit
 - MSDS/SDS Station
 - Wall Charts
 - Spray Bottles
 - Labels
 - Test Strips
 - Inventory / Storage
 - Floors
 - Restrooms
 - Front of House

Page 14 of 16
All issues identified and services provided will be detailed on a **Service Detail Report**. The Ecolab Representative prior to leaving will make required adjustments, corrections or repairs or make arrangements for them. Service reports will be reviewed electronically and signed by the Restaurant Manager with all action needed agreed upon. A copy of the report will be faxed or e-mailed the following day.

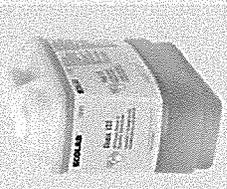


San Ysidro School District

Products	Description	Price	Use Cost	Yield
	<p>PanTastic 4 - 1.00 gal Manual Detergent Product # 6112963</p> <p>Nonphosphate, liquid pot and pan detergent that cuts through grease.</p>	\$78.72	\$0.015 per gal	5,120 gals
	<p>Oasis 146 Multi-Quat Sanitizer 1 - 2.50 gal 3rd Sink/ Surface Sanitizer Product # 6100536</p> <p>Concentrated, no rinse quat sanitizer</p>	\$84.28	\$0.001 per oz	117,029 oz
	<p>Peroxide Multi Surface Cleaner and Disinfectant 1 - 2.00 gal Disinfectants Product # 6100693</p> <p>EPA-registered multi purpose cleaner and disinfectant</p>	\$68.52	\$0.268 per 32 oz	256 - 32 oz



San Ysidro School District

Products	Description	Price	Use Cost	Yield
	<p>Oasis 133 All-Purpose Cleaner & Degreaser Concentrate 1 - 2.50 gal All-purpose / Polish Product # 6114175</p> <p>non-caustic, non-corrosive, multipurpose daily cleaner and degreaser</p>	\$69.76	\$0.218 per 32 oz	320 - 32 oz



Legal Statement

The use-cost estimates in this document are based on extensive laboratory and field testing but actual use-costs may vary and are influenced by a multitude of factors, such as local water conditions. Quoted prices do not include applicable taxes. This document is not an agreement or an offer to enter into an agreement. The terms of any agreement between the parties must be set forth in a definitive written contract which is signed by both parties.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Child Nutrition Services
Evelyn Zarzosa, Director

INITIAL: ma
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH HEARTLAND SCHOOL SOLUTIONS

BACKGROUND INFORMATION:

Heartland Mosaic is designed for school nutrition operations of all sizes, it is an integrated, web-based foodservice management software program engineered for ease of use and speed – all while supporting the key functions needed to successfully manage the District’s child nutrition program. The infrastructure, server maintenance, software updates and data protection will be handled by Heartland. In addition, this program will help minimize waste, eliminate overproduction and stay within planned costs.

RECOMMENDATION:

Ratify the agreement with Heartland School Solutions to provide the Heartland Mosaic Annual Subscription for the Child Nutrition Services Department at a cost of \$2,775.00 from the Nutrition Services 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

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:

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

Heartland

Heartland School Solutions
 1620 W. Fountainhead Pkwy, Suite 501
 Tempe, AZ 85282

Email: julie.dorman@e-hps.com

Account: San Ysidro School District
 HSS ID: 7260974-020627
 Date: 11/28/2018
 Contact: Evelyn Zarzosa
 Sales Rep: Julie Dorman

This Proposal must be signed within 30 days from the above date in order to guarantee pricing and discounts.

Product Code	SAAS Products	Quantity	Price	Total
HSS1017	SAAS: Mosaic Cloud Back of the House Multi-Site	7.00	400.00	2,800.00
HSS1019	SAAS: Discount Mosaic Cloud Back of the House	7.00	-75.00	-525.00
SAAS Total				\$2,275.00

Product Code	Professional Services	Quantity	Price	Total
HSS1360	PSV: Mosaic Menu Planning - Program Introduction and Setup Online	1.00	125.00	125.00
HSS1361	PSV: Mosaic Menu Planning - Ingredients and Recipes Training Online	1.00	125.00	125.00
HSS1362	PSV: Mosaic Menu Planning - Menu Planning Training Online	1.00	125.00	125.00
HSS1363	PSV: Mosaic Menu Planning - Production Training Online	1.00	125.00	125.00
Professional Services Total				\$500.00

Total: \$2,775.00

Shipping: \$0.00

Grand Total: \$2,775.00

Annual Subscription

The effective start date of your Subscription begins on the first day of delivery of service which will be considered the anniversary date for the subsequent year. Annual Subscription includes all subscription enhancements and technical phone support to customers who are in good financial standing with Heartland School Solutions. Your signature on this proposal confirms that you understand this agreement.

Product Code	Subscription Products	Quantity	Price	Total
HSS1082	SUB: Mosaic Cloud Back of the House Multi-Site	7.00	400.00	2,800.00
HSS1084	SUB: Discount Mosaic Cloud Back of the House	7.00	-75.00	-525.00

SubscriptionTotal \$2,275.00

Support, Subscription and Warranty Total: \$2,275.00

GENERAL NOTES

1. Upon agreement to proceed, the client must provide Heartland School Solutions with a signed Proposal and an original Purchase Order. If the District does not generate Purchase Orders it must provide a signed Letter of Intent to purchase.
2. Sales tax will be included on your invoice unless a tax exemption certificate is on file for your district. **Please forward a current Tax Exempt Certificate and W9 for our files. This will ensure timely order processing.**
3. When applicable, travel expenses (air travel, lodging, rental car, meals, mileage, and other related charges) incurred while conducting onsite services will be included on your invoice.
4. When applicable, shipping charges will be included on your invoice. The Purchase Order and/or Letter of Intent must include the proposed shipping charges. This will ensure timely order processing.
5. Heartland School Solutions product pricing is subject to change with notice.
6. When applicable, implementation dates will be confirmed by the HSS Project Coordinator.
7. The effective start date of your Subscription begins on the first day of delivery of service which will be considered the anniversary date for the subsequent year. Annual Subscription includes all subscription enhancements and technical phone support to customers who are in good financial standing with Heartland School Solutions. Your signature on this proposal confirms that you understand this agreement.

This Proposal is subject to written acceptance by an authorized Purchaser and Heartland School Solutions. By signing this Proposal you are agreeing to the terms and conditions set forth in this Proposal and the agreement(s) included with this Proposal or attached hereto and made a part hereof.

Approved By Authorized Purchaser _____ Date _____
 Title _____
 PO# (please attach PO) _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ONE TRIPP TREE SERVICE

BACKGROUND INFORMATION:

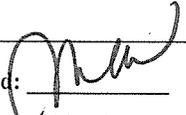
Three overgrown trees located at the District Office site need to be trimmed so that branches do not cause any damage to buildings and/or equipment. Three firms were solicited and only One Tripp Tree Service responded. They trimmed three eucalytus trees to the immediate north of the District Office administrative building.

RECOMMENDATION:

Ratify the agreement with One Tripp Tree Service for tree trimming services at a cost of \$2,432.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$2,432.00

General Fund

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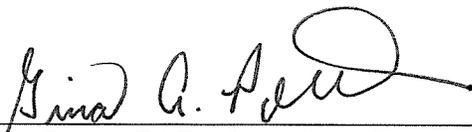
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

One Tripp Tree Service

Company/Contractor

(858) 531-3710

Telephone Number

11835 Carmel Mountain Road Suite 1304-PMB 334

Address

www.onetripptreeservicesandiegoca.com

Website

hereinafter referred to as "Contractor."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Term: One time service

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONTRACTOR

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Contractor is retained as an independent Contractor and is not an agent or employee of the District. No employee or agent of Contractor shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

14E.7

Page 3 of 11

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

(1) Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subContractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Contractor shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance)**: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct**: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability**: Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Contractor’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Contractors or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Contractor’s insurance

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

14E.7

Page 5 of 11

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

14E.7

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

Design Professionals: If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Contractor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Contractor shall not be permitted to have any contact with District pupils until such time as Contractor has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form.)**

District is waiving this requirement _____

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if Contractor and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

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

CONTRACTOR:	ONE TRIPP TREE SERVICE, INC
Name:	
Title:	
Address:	11835 Carmel Mountain Road, Suite 1304-PMB 334
City/State/Zip Code:	San Diego, CA 92128
Telephone:	(858) 571-3710 / Fax (858) 587-1804
Email:	

14E.7

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONTRACTOR

DISTRICT

One Tripp Tree Service, Inc.
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

_____(Initial) 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 from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

For Trimming of Eucalyptus trees located at the San Ysidro School District – 4350 Otay Mesa Road, San Ysidro, CA 92173.

See attached Proposal No. 65351 Dated: 11/06/18 for detailed Scope of Services.

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

Approved:

One Tripp Tree Service, Inc.
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: SIXTH PROJECT AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) – PROJECT AUTHORIZATION NO. PAF-01

BACKGROUND INFORMATION:

On October 11, 2018, the Governing Board approved the Sixth Project Agreement with the FACJPA in order to receive support with various small project needs related to school facilities. The FACJPA would use their approved vendors to expedite the District’s facilities needs and then reimburse the FACJPA for the expenses incurred.

The FACJPA contracted Western Environmental and Safety Technologies (W.E.S.T.) to perform asbestos testing in two rooms at the San Ysidro Middle School that required removal of carpeting and tile flooring. The project was completed during the winter break when no students/staff were in session. The cost implications for this project are \$3,950.00 for W.E.S.T. The FACJPA service fees will be covered by the Fifth Project Agreement already in place at a rate of \$110.00/hr.

RECOMMENDATION:

Ratify the Sixth Project Agreement With K-12 Public Schools And Community Colleges Facility Authority (FACJPA) – Project Authorization Form No. PAF-01 costs to include: Western Environmental and Safety Technologies for hazardous materials testing and abatement oversight services at the San Ysidro Middle School at a cost up to \$3,950.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: 
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
\$3,950.00 <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>	-- <small>(Funding account number)</small>			

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:



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



Project Authorization Form (PAF)

Instructions: Each Project Authorization must be uniquely numbered, and contain at minimum, the Task Description, Budget, Schedule Deliverables, and Fee to be charged for the support work. All work authorized shall be paid by Agency on behalf of DISTRICT, at Direct Cost, without Agency markup, from the Escrow as described in this Project Agreement. EFSG Staff Hourly rate is \$110/hour. Each Task shall have its own separate Project Authorization Form and be separately managed and reported. If an Authorized Budget requires adjustment, an amended PAF, fully executed, is required.

**PAF#: 01 – SYMS 2 Room Flooring Replacement
Hazardous Abatement Consultant and Support**

Task Description: Provide support by hiring and managing the hazardous materials abatement consultant, including testing lab services in support of the carpet removal in rooms 309 and 310 at San Ysidro Middle School

Budget Authorized: \$3,950.00. Reimbursement of direct consultant costs.

Deliverable(s): Hazardous abatement report, abatement plan, abatement oversight and closeout report, as needed depending on outcome of tests.

Schedule: Goal is to complete the carpet replacement no later than 1-2-19.

FACJPA Service Fees and hours (Included in above budget): \$0 – To be covered by PA 5

Special Instructions: Services will proceed according to the written direction of the CBO and in collaboration with the Maintenance Lead.

Escrow Deposit Instructions:

<p>Agent – EFSG</p> <hr/> <p>Signature</p> <p>_____ Date</p> <p>Joanne Branch, Acting Sr. Director Educational Facility Solutions Group (EFSG)</p>	<p>DISTRICT</p> <hr/> <p>Signature</p> <p>_____ Date</p> <p>Name: Marilyn Adrianzen Title: Chief Business Official</p> <p>Date Ratified:</p>
---	---



"an environmental consulting firm"

November 1, 2018

Joanne Branch
School Facility Planning Coordinator
San Diego County Office of Education
6401 Linda Vista Road, San Diego, Ca. 92111

Re. Asbestos consultation proposal – San Ysidro Middle School

I am pleased to offer you the following information regarding the asbestos inspection services in conjunction with the planned flooring replacement from rooms 309 and 310 located at San Ysidro Middle School. Western Environmental & Safety Technologies LLC (WEST) can offer to provide you with professionally completed limited asbestos sampling and reporting.

Scope of Work #1 / Asbestos Inspection Services:

WEST will collect asbestos bulk samples of suspect building materials that will be impacted by the proposed flooring project. The areas proposed for survey include 2 classrooms, consisting of interior floor mastic, cove base, and cove base mastic.

1. WEST will utilize State of California Certified Staff to field collect all asbestos bulk samples and prepare written report field data. (California Certified Asbestos Consultant) **The asbestos sampling as completed will be a limited asbestos survey, non-destructive in nature. WEST will not dismantle or demolish any building materials to conduct its field sampling. Suspect materials that are accessible at the time of the on-site field survey will be sampled.**
2. WEST will utilize a NVLAP and California Accredited Laboratory to provide: "Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy (PLM).
3. WEST will utilize a NVLAP and California Accredited Laboratory to provide: Point count verification samples using the "Quantization 1000 Point Count" procedure. \$145.00 per sample – 2 samples.
4. WEST will prepare an asbestos sampling report that includes: inspector's field notes, laboratory results, and locations of hazardous materials within the building that was sampled.

Scope of Work 2 / Prepare Asbestos Removal Specification:

1. Prepare Asbestos Removal Specifications - based on sampling reports and site visits conducted by WEST. Prepared by State of California Certified Staff – Certified Asbestos Consultant.

Scope of Work 3 / Asbestos Removal On-site Consultation and Oversight Services

Minimal Flooring Removal Operations – Flooring and Carpet Removal Only – No Mastic Removal

- 1) Provide State of California Certified personnel to conduct asbestos control procedures / removal operations approval and pre-removal background air sampling. Provide State of California Certified personnel to conduct on site asbestos removal air monitoring during the actual asbestos removal activities. **Abatement in Progress samples** measures the air/fiber concentration in various areas in and around the asbestos control area. These samples are also known as area during samples. (PCM air sampling) – 2 Days on-site
- 2) Analyzed air samples collected during the asbestos removal. (Phase Contrast Microscopy Analysis – PCM Samples)
- 3) Provide State of California Certified personnel to conduct asbestos removal verification of completion and final visual inspections of the asbestos removal containment spaces.
- 4) Collect and analyze clearance samples after abatement work has been completed – 2 PCM clearance rounds.
- 5) Prepare a written report of findings and information regarding the asbestos removal that has been completed. The information will be reviewed, approved, and signed off by a State of California Certified Asbestos Consultant.

Asbestos Removal: On-site Third-Party Oversight Consultants Estimate

<i>On-site days:</i>	2 Days on-site (Monday – Friday) Regular shifts
<i>Air Sampling:</i>	Phase Contrast Microscopy (PCM) – Back ground and during removal sampling (150 samples)
<i>Clearances:</i>	Phase Contrast Microscopy (PCM) – Interior Removal spaces (2 clearance areas)
<i>Consultation:</i>	General consultation, site meetings, additional services – Certified Asbestos Consultant. (10 hours)
<i>Reporting:</i>	Completion of final reporting

7676 Hazard Center Drive • Suite #500 • San Diego • California • 92108
phone (858) 271-1842 fax (858) 271-1856
Arizona • California



an environmental consulting firm

WEST anticipates the following inspection / sampling costs:

Asbestos Bulk Sampling of Flooring Materials - Certified Staff

(Certified inspectors 1 day on-site – CAC or SST)

Asbestos Bulk Sample Analysis

(PLM Laboratory analysis – 12 samples estimated)

Certified Asbestos Consultant - Inspection Report Preparation

Asbestos Point Count Sample Analysis

(PLM Laboratory analysis – 2 samples)

Prepare Asbestos Removal Specification - Certified Asbestos Consultant

Asbestos Removal Third Party Observation and Air Sampling - Certified Staff

(Certified inspectors 2 day on-site – CAC or SST)

Asbestos Removal Final Clearance Samples and Sample Analysis

(PCM Laboratory analysis – 12 samples)

Certified Asbestos Consultant - Inspection Report Preparation

Total Cost Estimate for Asbestos Consultation Services and Reporting: \$3,950.00

If I can answer any questions or supply you with any additional information regarding this cost proposal, please do not hesitate to contact me at (619) 571-3987. Please see the attached time table to complete the inspection activities.

Respectfully submitted,

David Christy

Certified Asbestos Consultant - CAC# 92-0703

DHS Certified Lead Supervisor - S-5463

Tel: (858) 271-1842 (office) Tel: (619) 571-3987 (cell)

FAX: (858) 271-1856 Email: gowestdc@msn.com

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Limited Asbestos Consultation Services

San Ysidro Middle School
Rooms 309 and 310 (Flooring)

(Proposed / Estimated Time Schedule)

1. Schedule Inspection
Schedule Sampling
2. Conduct field Inspection and Sampling of Flooring Materials
1 Day
3. Complete Asbestos Sample Analysis
1 Day – 12 samples
4. Prepare, Duplicate and Distribute Inspection Reports
½ Day
5. Complete Asbestos Point Count Sample Analysis
1 Day – 2 samples
6. Prepare, Duplicate and Distribute Asbestos Removal Specification
1 Day
7. Conduct Third Party Asbestos Removal Oversight
2 Days
8. Collect and Analyze PCM final air clearance samples
2 Areas
9. Prepare, Duplicate and Distribute Final Asbestos Removal Reports
½ Day

<i>Acceptance and notice to proceed of asbestos survey cost proposal:</i>	
Name / Title / Signature _____	Date _____

Payment Terms and Conditions

New clients or other clients out of terms may be expected to pay in advance for the services listed within the cost proposal as completed by Western Environmental & Safety Technologies LLC.

All other invoices issued by Western Environmental & Safety Technologies LLC shall be paid by the Client within thirty (30) days of the date of invoice unless otherwise agreed in writing by Western Environmental & Safety Technologies LLC. In the event of late payment, Western Environmental & Safety Technologies LLC may charge interest on the amount outstanding before and after judgment until the date of payment.

If any amount of an invoice is disputed then the Client shall inform Western Environmental & Safety Technologies LLC of the grounds for such dispute within seven days of completion of services and shall pay Western Environmental & Safety Technologies LLC the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms.

Western Environmental & Safety Technologies LLC reserves the right to increase a quoted fee / invoice in the event that the client requests a variation to the work agreed. An increase within this cost quote and/or associated invoice may also take place due to the scope of work as described by the client varies from the actual conditions discovered during field related activities.

This cost proposal as prepared by Western Environmental & Safety Technologies LLC is valid for 60 days from the date of this proposal.

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phone (858) 271-1842 fax (858) 271-1856
Arizona • California

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

Gina A. Potter, Ed.D.
Superintendent

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ARAMARK CORPORATION

BACKGROUND INFORMATION:

Aramark Corporation will be providing shop cleaning rags that are used by the District's mechanic and transportation staff on a daily basis. Aramax's services will include deliver of products and the disposal of hazardous materials in a safe and secure manner.

RECOMMENDATION:

Approve the agreement with Aramark Corporation for cleaning and sanitizing products and services. Products ordered will be paid 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

Varies
(Amount)

General Fund (Transportation)
(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



ALLIED PRODUCTS SERVICE AGREEMENT

CUSTOMER NO. _____

PAGE NO. 1

San Ysidro School District
Service to ("Customer")

Bill to

Service Address

Billing Address

San Ysidro CA 92173
City State Zip Code

City State Zip Code

ALLIED MERCHANDISE AND SERVICES ORDERED:

Table with 7 columns: MERCHANDISE, QUANTITY, RATE PER ITEM, FREQUENCY, MINIMUM BILLED PERCENTAGE, INVENTORY MAINTENANCE, REPLACEMENT CHARGE (PER ITEM). Rows include Laundry Bag Stand, Laundry Bag, Towel, Bar, Shop Towel First Wash 18x18.

*Represents total units, including items at Customer's location(s) and items in the process of being laundered. Customer is responsible for all sales and use taxes. Service Charge: \$2.00 Other Charges/Services:

Aramark Uniform Services (AUS) will provide Customer with an allied product ('Merchandise') rental program and Customer agrees to pay for all of Customer's requirements for rented Merchandise according to the terms and conditions of this Agreement...

Rented Merchandise that is lost or ruined (except through normal wear), whether at termination, expiration or otherwise, will be promptly paid for by Customer at the then current replacement charge; except for lost Merchandise covered by Inventory Maintenance...

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the 'API') either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater...

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery...

Service Guaranty: Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies...

The Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose...

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

Print Name of Customer Customer Phone Number

Print Richard Cano Aramark Representative Name & Title

Print Name & Title of Customer Contact

By Signature - Aramark Representative

By Signature of Authorized Customer Representative Date

By Signature - Aramark General Manager Date

14E.9

Page 2 of 3



ADDENDUM A TO SERVICE AGREEMENT**

Reference is made to the Service Agreement dated 2/11/19 between San Ysidro School District (customer) and ARAMARK Uniform Services to which addendum is attached. Service Agreement will be amended as follows upon the execution of this Addendum.

1. San Ysidro School District will only pay for weeks serviced by Aramark.
2. San Ysidro School District will be allowed payment terms of net 30 days after invoice date.
3. This is a 12 consecutive month agreement.
4. Notice to terminate is will be changed 60 days' notice to 30 days' notice.

OTHER TERMS AND CONDITIONS:

Each of Customer and Company agree that except as modified by this Addendum, all other terms and conditions set forth in the Service Agreement shall remain in full force and effect.

This addendum is not binding until executed by the General Manager of the AUS facility that will provide service to Customer.

CUSTOMER:

SAN YSIDRO SCHOOL DISTRICT

COMPANY:

ARAMARK UNIFORM SERVICES

Signature – ARAMARK Representative

Sign: _____
Name & Title of Customer Contact

Signature of ARAMARK General Manager

Sign: _____
Signature of Authorized Customer Representative

Date: _____

Date: _____

**This addendum is subject to all terms and conditions as outlined in the attached service agreement other than those amended by the above.

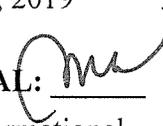
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM: Special Education
Oscar Madera, Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH THE INSTITUTE FOR EFFECTIVE EDUCATION - COOK EDUCATION CENTER FOR 2018-2019 SCHOOL YEAR (AMENDMENT)

BACKGROUND INFORMATION:

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

Nonpublic School	Original Estimated Cost	Amended Estimated Cost
TIEE-Cook Education Center (2 students)	\$46,704.00	\$75,393.60

Additional student with special needs is added per Individualized Education Program (IEP). The rate shown above is approved and negotiated by San Diego County Office of Education.

RECOMMENDATION:

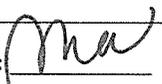
Approve the amendment to the San Diego County Nonpublic School Master Contract with TIEE-Cook Education Center for an additional student with special needs at a cost up to \$75,393.60 from Special Education fund.

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

\$75,393.60
(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

2018-2019 Nonpublic Master Contract

Appendix A: Schools



San Diego County Office of Education
Student Services and Programs Division

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

Index of Provisions

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

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

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2018-2019

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

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

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

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

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractor's 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.

14E.10

Page 4 of 17
26/16

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

a. Transcripts

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

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

b. Foster Youth

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

2.3 SUPPLIES AND EQUIPMENT

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

2.4 CALENDAR

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

14E.10

Page 5 of 17
20/16

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

2.6 PARENT VISITS

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

2.7 ASSESSMENTS

a. State Mandated Testing

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

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

2.8 STAFF ABSENCES

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

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

2.9 MONITORING

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

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

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

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

b. Fire Drills

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

c. Earthquake Procedures

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

3.2 ATTENDANCE

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

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

a. Unexcused Absences

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

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

b. Change of Pupil's District of Residence

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

c. Parent Withdrawal of Student

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

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

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

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

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

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

e. Medication

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

f. Medical

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

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

<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	\$76.88	hr
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Note Taking Services (750)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____

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

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	\$24.00	hr
Bus Passes		

NOTES: _____

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

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

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Kenneth Traupmann, Executive Director
(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
2018-2019**

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) San Ysidro School District
provides to the CONTRACTOR The Institute for Effective Education (Cook)
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of _____,
(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: February 4, 2019.

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

Kenneth Traupmann, Executive Director
Name/Title

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

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

This agreement is effective on February 4, 2019 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 The Institute for Effective Education (Cook)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

Pupil Name _____ Sex: M F Grade: 8th
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
240 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
30 during the extended school year
- 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: \$222.40
(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 129 x Daily Rate \$222.40 = PROJECTED BASIC EDUCATION COSTS (A) \$28,689.60

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)		X		per IEP	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)							

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - 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			
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)	X			per IEP			
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)							

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
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		as needed	\$24/hr per IRS current rate		
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

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-

The Institute for Effective Education San Ysidro School District
(Name of Nonpublic School) (Name of School District)

(Signature) _____
(Date) _____
(Signature) _____
(Date)

Kenneth Traupmann, Executive Director Marilyn Adrianzen, Chief Business Official
(Name and Title) (Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 22nd day of February 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Prentke Romich Company
Company/Consultant

(800) 262-1984
Telephone Number

1022 Heyl Rd., Wooster, OH 44691
Address

trudi.blair@prentrom.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: February 22, 2019 To: June 30, 2019

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Prentke Romich Company
Name:	Trudi Blair
Title:	Consultant Network Support Coordinator
Address:	1022 Heyl Rd.
City/State/Zip Code:	Wooster, OH 44691
Telephone:	(800) 262-1984
Email:	trudi.blair@prentrom.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Prentke Romich Company

 Firm Name

San Ysidro School District

 Firm Name

Signature of Authorized Agent

 Trudi Blair, Consultant Network Support Coordinator

 Print Name, Title

Signature

 Marilyn Adrianzen, Chief Business Official

 Print Name, Title

Date:

 (800) 262-1990

 Phone Number

Date

 Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____ **14E.11**

Signature _____ Date _____ **Page 10 of 11**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A SCOPE OF SERVICES

Prentke Romich Company will provide LAMP Words for Life training to San Ysidro School District's staff. LAMP Words for Life is a type of Augmentative and Alternative Communication (AAC) tool that can be used as an application for iPads. Users will learn teaching strategies to better implement the application at school and at home.

Training Cost: \$650.00 for up to 30 participants (certificated and classified employees)