San Ysidro School District
Governing Board

AGENDA

Thursday
June 13, 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.

San Ysidro School District
Education Center Board Room
4350 Otay Mesa Road
San Ysidro

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, MAY 9, 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, May 9, 2019 at 3:00 p.m., and conducted its business meeting at the **San Ysidro School District - Education Center Board Room - 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President I. Lopez Time: 3:00 p.m.

2. ROLL CALL by President I. Lopez
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 3:07 p.m.*

3. FLAG SALUTE by Irene Lopez, Board President

4. AGENDA
The Board approved the agenda for the meeting.

Motion: Martinez Second: Gurmilan Vote: 4-0

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
There were no public comments.

Clerk Martinez made the motion to recess to Closed Session, seconded by Vice-President Gurmilan. The vote was 4-0.

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 3:03 p.m. in accordance with section 54954.5 regarding:

6.1 *Government Code Section 54957*
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

RECONVENED into OPEN SESSION at 4:10 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

7. CALL TO ORDER Who: President I. Lopez Time: 4:10 p.m.

8. 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 3:07 p.m.*

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

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

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

There were no public comments.

10. GENERAL ADMINISTRATION

10.1 BOARD GOVERNANCE WORKSHOP
Overview of General Obligation Bonds facilitated by Financial Advisor Dale Scott.

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

11. ADJOURNMENT Time: 4:51 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: June 13, 2019

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2019-2020 SCHOOL YEAR

BACKGROUND INFORMATION:

Organization	Location	Date	Authorized Personnel	Expenses/ Per Participant/ Per Meeting
2019 CSBA Annual Education Conference	San Diego, CA	December 4 – 7, 2019	Superintendent and Governing Board	Approx. $6,500 (includes registration and meals)
Individually Selected Conferences/Events	Various Locations		Superintendent and Governing Board	Not to exceed $2,500 per attendee/per conference
ACSA State Legislative Policy Committee (Chair)	San Diego, CA Sacramento, CA	2019-2020 School Year – Dates To Be Determined	Superintendent	Approx. $3,000 (includes airfare and hotel) ***ACSA will reimburse all costs paid for by the District***

RECOMMENDATION:

Approve attendance for the Governing Board and the Superintendent to individually selected conferences/events for the 2019-2020 school year which includes the 2019 CSBA Annual Education Conference and ASCA State Legislative Policy Committee (Chair) and other leadership professional development opportunities.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$43,900.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Gina A. Potter

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

Superintendent's Office Certification:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

VIA: Gina Potter, Ed.D.
Superintendent

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: GOVERNING BOARD MEMBERSHIP FOR THE 2019-2020 SCHOOL YEAR

BACKGROUND INFORMATION:
Membership to the California School Boards Association (CSBA) gives board members access to resources that help them fulfill their complex governance and leadership roles and support student success.

Through CSBA Membership, board members have the opportunity to enhance their governance skills and expand their knowledge of critical issues confronting public education. CSBA supports advocacy efforts on national education policy and federal legislative issues.

RECOMMENDATION:
Approve Board membership to the California School Boards Association for the 2019-2020 school year at cost of $13,486.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MH

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$13,486.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

California School Boards Association

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number	Invoice Date	PO #
INV-46222-S4B9W7	5/13/2019	

Bill To:
San Ysidro ESD
4350 Otay Mesa Rd
San Ysidro, CA 92173
United States

Ship To:
San Ysidro ESD
4350 Otay Mesa Rd
San Ysidro, CA 92173
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2019 - 06/30/2020)	$10,789.00	1.00	$10,789.00	
ELA	ELA Membership (07/01/2019 - 06/30/2020)	$2,697.00	1.00	$2,697.00	

Dues not processed before September 15 will incur a 10% late fee (up to $100) and all services will be discontinued after September 16.

Nonmembers do not have access to the CSBA Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee and hotel reservations canceled on September 16.

Total Invoice: $13,486.00 **Total Paid:** $0.00 **Balance Due:** $13,486.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100752	**INV-46222-S4B9W7**	**05/13/2019**		**$13,486.00**

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
San Ysidro ESD
4350 Otay Mesa Rd
San Ysidro, CA 92173
United States

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL
☐ Informational
☒ Action

AGENDA ITEM: ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2017-2020

BACKGROUND INFORMATION:
On June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give districts more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control Accountability Plan (LCAP).

In developing the LCAP, districts must solicit public input and consult with stakeholders. As part of the process, each district is required to hold a public hearing to review the LCAP and solicit the recommendations and comments of the members of the public regarding the goals, the specific actions and services, and the proposed expenditures.

Timeline:

- June 6, 2019 - Governing Board held a public hearing on the Proposed Local Control Accountability Plan
- Next part of the process is to move forward in the approval/adoption of LCAP by the Governing Board.
- Submit to the San Diego County Office of Education for approval.

\- *LCAP Report on a separate cover* -

RECOMMENDATION:
Approve and adopt the Local Control Accountability Plan (LCAP) for school year 2017-2020.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Goal 2: Safety, Climate and Student Engagement and Goal 3: Parent Engagement.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	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
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF THE LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) EVERY STUDENT SUCCEEDS ACT (ESSA) ADDENDUM FOR SCHOOL YEAR 2019-2020

BACKGROUND INFORMATION:
As per the California Department of Education website, local education agencies (LEA) applying for Every Student Success Act (ESSA) funds must complete the Local Control Accountability Plan (LCAP) ESSA Federal Addendum as part of meeting the requirements for the ESSA LEA Plan.

The LCAP ESSA Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP ESSA Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP ESSA Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

UNDER SEPARATE COVER

RECOMMENDATION:
Approve the Local Control Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Addendum for school year 2019-2020.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Goal 2: Safety, Climate and Student Engagement and Goal 3: Parent Engagement.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

N/A	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
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 19/20-0008 EDUCATION PROTECTION ACCOUNT (EPA) FOR 2019-20 SPENDING PLAN

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

The new revenues derived from Proposition 55 are deposited into a State account called Education Protection Account (EPA). Before June 30th of each year, the Chief Business Official will estimate the amount that will be transferred into the EPA. EPA revenue funds will be accounted for in Object Code 8012 and Resource Code 1400.

RECOMMENDATION:
Adopt Resolution No. 19/20-0008 and approve the Education Protection Account (EPA) spending plan for the 2019-20 school year in the amount of $1,933,476.00 to be used for Certificated Salaries.

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 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
REVENUE		
$1,933,476.00 (Amount)	Education Protection 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

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

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 19/20-0008

EDUCATION PROTECTION ACCOUNT (EPA) FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of September 13, 2018;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Governing Board of the San Ysidro School District has determined to spend the monies received from the Education Protection Act for **2019-2020 fiscal year** as attached.

DATED: June 13, 2019

_____
Irene Lopez
Board Member - President

_____
Humberto Gurmilan
Board Member – Vice President

_____
Antonio Martinez
Board Member - Clerk

_____
Rodolfo Lopez
Board Member

_____
Rosaleah Pallasigue
Board Member

2019-2020 Education Protection Account
Program by Resource Report
Spending Plan

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	1,933,476.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		1,933,476.00
EXPENDITURES AND OTHER FINANCING USES	**Function Codes**	
(Objects 1000-7999)		
Instruction	1000-1999	1,933,476.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		1,933,476.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: ADOPTION OF PROPOSED BUDGET FOR FISCAL YEAR 2019-20

BACKGROUND INFORMATION:
In accordance with the provisions of the Education Code Section 42103, each year the District is required to adopt a budget for the next fiscal year. The budget must be reviewed during a public hearing and the Board must consider any written comments received prior to the public hearing. The budget includes the budget assumptions, identifies the anticipated general fund revenues and expenditures, the fund balances of other District funds and multi-year projections.

A Notice of Public Hearing was published on the San Diego Union Tribune on May 7, 2019 and the proposed budget was made available for public inspection on June 3, 2018. A public hearing took place on June 6, 2019. The District is presenting the proposed 2019-20 Budget for approval/adoption.

UNDER SEPARATE COVER

RECOMMENDATION:
Approve/Adopt the District's Budget for fiscal year 2019-20.

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 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 0000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

UNDER SEPARATE COVER

RECOMMENDATION:
Approve the second reading and adoption of revised Board Policies and Administrative Regulations – 0000 series.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☒ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

Superintendent's Office Certification:

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 1000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

UNDER SEPARATE COVER

RECOMMENDATION:
Approve the second reading and adoption of revised Board Policies and Administrative Regulations – 1000 series.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☒ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

Superintendent's Office Certification:

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 2000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations. ***UNDER SEPARATE COVER***

RECOMMENDATION:
Approve the second reading and adoption of revised Board Policies and Administrative Regulations – 2000 series.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☒ **Other** **Business Services Reviewed:** DW

Financial Implications? ☐ Yes ☒ No

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

Requisition #

N/A	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
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 4000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

UNDER SEPARATE COVER

RECOMMENDATION:
Approve the first reading of revised Board Policies and Administrative Regulations – 4000 series.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☒ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

Superintendent's Office Certification:

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 5000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

UNDER SEPARATE COVER

RECOMMENDATION:
Approve the second reading and adoption of revised Board Policies and Administrative Regulations – 5000 series.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☒ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

Superintendent's Office Certification:

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 6000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations. ***UNDER SEPARATE COVER***

RECOMMENDATION:
Approve the first reading of revised Board Policies and Administrative Regulations – 6000 series.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☒ **Other** **Business Services Reviewed:** MC

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☒ Informational
☐ Action

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 7000 SERIES

BACKGROUND INFORMATION:
The District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Govering Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

UNDER SEPARATE COVER

RECOMMENDATION:
Approve the first reading of revised Board Policies and Administrative Regulations – 7000 Series (Facilities).

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Administration
Gina A. Potter, Superintendent

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH DANNIS WOLIVER KELLEY FOR PROFESSIONAL SERVICES 2019-2020

BACKGROUND INFORMATION:
The District desires to retain Dannis Woliver Kelley (DWK), a professional corporation to represent, advise, and counsel the District from July 1, 2019, through June 30, 2020, and continuing thereafter as approved. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

The cost implications are based on the hourly rates indicated below:

- Shareholders & of Counsel $265 - $360/hour
- Special Counsel $245 - $295/hour
- Associates $195 - $260/hour
- Paralegals & Law Clerks $130 - $180/hour
- Other fees and expenses may apply. (Refer to agreement for rates)

RECOMMENDATION:
Approve the agreement with Dannis Woliver Kelley for Professional Services for the 2019-2020 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☐ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

Per Rates on the Agreement	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on July 1, 2019, by and between the San Ysidro School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2019, through and including June 30, 2020, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars ($265) to three hundred sixty dollars ($360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars ($245) to two hundred ninety-five dollars ($295) for Special Counsel; one hundred ninety-five dollars ($195) to two hundred sixty dollars ($260) per hour for Associates; and one hundred thirty dollars ($130) to one hundred eighty dollars ($180) per hour for Paralegals and Law Clerks. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at $0.10 per page), postage (only charged if in excess of $1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees

and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

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

CONFLICT OF INTEREST. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any conflicts of interest, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SAN YSIDRO SCHOOL DISTRICT

_____ _____

Gina A. Potter Ed.D. Date
Superintendent

DANNIS WOLIVER KELLEY

_____ May 24, 2019

Jonathan A. Pearl Date
Attorney at Law

At its public meeting of_____, 2019, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 13, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 19/20-0009

BACKGROUND INFORMATION:
The San Diego County Office of Education (SDCOE) provides oversight of all district budgets. The resolution is the Board's vehicle to communicate in good faith that the required budget reductions will be identified, negotiated and Board approved by the 2019-20 First Interim Report.

RECOMMENDATION:
Approve and Adopt Resolution No. 19/20-0009 to identify the amount of budget reductions needed in 2020-21, 2021-22 and to require that a list of budget reductions be included in the 2019-20 First Interim Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District

RESOLUTION NO. 19/20-0009

RESOLUTION TO IDENTIFY THE AMOUNT OF BUDGET REDUCTIONS NEEDED IN 2020-21 AND 2021-22 AND TO REQUIRE THAT A LIST OF BUDGET REDUCTIONS FOR 2020-21 BE INCLUDED IN THE 2019-20 FIRST INTERIM REPORT.

WHEREAS, the Board of Education has a fiduciary duty to meet its financial obligations in the current fiscal year and two subsequent fiscal years pursuant to Education Code 42127; and

WHEREAS, for 2020-21 and 2021-22, it is projected that the district will need to implement budget reductions of up to $2,000,000 to $3,000,000 and $1,000,000 respectively; and

WHEREAS, while these actions must be taken to maintain the fiscal stability of the district, the Board of Education will continue to make every effort to sustain a high-quality education program for our students; and

NOW, THEREFORE, BE IT RESOLVED, if the fiscal condition further deteriorates, the district will implement at least $3,000,000 in budget reductions in 2020-21 and $2,000,000 in reductions in 2021-22.

BE IT FURTHER RESOLVED, that the district will submit a detailed plan of budget reductions for 2020-21 and a timeline for implementation with the 2019-20 First Interim Report. This resolution becomes supplemental to the district's 2019-20 Adopted Budget.

PASSED AND ADOPTED by the Governing Board on June 13, 2019 by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

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

_____
Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - JUNE

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 June 13, 2019 Board meeting:

- Project Lead the Way Launch Classroom Teacher Training
- California MTSS Professional Learning Institute

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

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

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

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST		
$2,150.00	Supplemental & Concentration and McKinney Vento Funds	--
(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

PROFESSIONAL DEVELOPMENT **Item 14D.1**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Melissa Hasemyer	Project Lead The Way Launch Classroom Teacher Training	San Diego	July 10-11, 2019	$700.00	Supplemental and Concentration Fund
Veronica Medina	California MTSS Professional Learning Institute	Long Beach	July 29-31, 2019	$1350.00	McKinney Vento Fund

Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 13, 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 #11 (April 22, 2019 through May 31, 2019): ▪ General Fund: 00000004772-0000004774, 0000004776, 0000004780, 0000004784, 0000004791-0000004798, 00000004800, 0000004802-0000004805, 0000004807-0000004813, 0000004815-0000004816, 0000004818, 0000004820-0000004829, 0000004831-0000004857, 0000004859, 0000004861-0000004874, 0000004876-0000004883, 0000004885-0000004903, 0000004905-0000004909, 0000004911, 0000004914-0000004920, 0000004922-0000004935, 0000004937-0000004969, 0000004973-0000004994, 0000004996, 0000004998-0000004999, 0000005001-0000005005, 0000005007-0000005020, 0000005022-0000005042, 0000005044-0000005045, 0000005047-0000005062 ▪ Child Development Fund: 0000004797, 0000004799, 0000004801, 0000004819, 0000004858, 0000004904, 0000004997, 0000005000, 0000005043 ▪ Child Nutrition Fund: 0000004817, 0000004910, 0000005006 ▪ Capital Facilities Fund: 0000004875, 0000004912.

RECOMMENDATION:
Ratify the following purchase orders incurred by the District during the period April 22, 2019 through May 31, 2019.

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	As listed above	--
(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

PURCHASING REPORT
April 12, 2019 - May 31, 2019

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
0000004772	4/22/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	192.33
0000004773	4/22/2019	001532	VERITIV OPERATING COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	3,530.75
0000004774	4/22/2019	004575	DOMTAR PAPER	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	3,778.14
0000004776	4/22/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	230.80
0000004780	4/22/2019	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	1,037.11
0000004784	4/22/2019	0000000255	KELLY PAPER	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	025	1,977.88
0000004791	4/24/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	012	172.38
0000004792	4/24/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	0000	7100	4300011	064	1,568.07
0000004793	4/25/2019	001532	VERITIV OPERATING COMPANY	PUBLICATIONS SUPPLIES	0100	0000000	0000	7550	4300050	073	1,146.84
0000004794	4/25/2019	0000000255	KELLY PAPER	INSTRUCTIONAL SUPPLIES	0100	0000000	0000	7550	4300050	073	6,778.02
0000004795	4/25/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	022	6,217.60
0000004796	4/25/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	5,958.21
0000004798	4/25/2019	000675	ROYAL LINES	CONTRACTED SERVICES	0100	0000000	1110	1000	5800017	022	1,513.50
0000004800	4/25/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	4100	4300012	022	144.82
0000004802	4/25/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	025	1,956.90
0000004803	4/25/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	016	341.78
0000004804	4/25/2019	0000000255	KELLY PAPER	OFFICE SUPPLIES	0100	0000000	0000	2100	4300011	061	617.73
0000004805	4/25/2019	001311	KNOX COMPANY	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	395.60
0000004807	4/25/2019	002355	I B TROPHIES & AWARDS	INCENTIVE AND AWARDS	0100	0000000	0000	7400	4300011	062	2,205.22
0000004808	4/26/2019	0000000611	SUCCESSORIES, INC	INSTRUCTIONAL SUPPLIES	0100	0000000	0000	7400	4300444	062	119.63
0000004809	4/26/2019	000526	THE MASTER TEACHER	OFFICE SUPPLIES	0100	0000000	0000	7400	4300011	062	408.37
0000004810	4/26/2019	0000000495	CROWN AWARDS	OFFICE SUPPLIES	0100	0000000	0000	7400	4300011	062	355.30
0000004811	4/26/2019	0000000072	ALL AMERICAN EMPLOYEE AWARDS	OFFICE SUPPLIES	0100	0000000	0000	7400	4300444	062	5,809.38
0000004812	4/27/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	279.83
0000004813	4/27/2019	001012	CDW GOVERNMENT LLC	TECHNOLOGY EQUIPMENT	0100	0000000	1110	1000	4300002	018	5,376.73
0000004815	4/29/2019	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	0100	0000000	1110	1000	4300015	022	500.00
0000004816	4/29/2019	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	0000	7200	4300011	071	145.46
0000004816	4/29/2019	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	8150000	0000	8100	4300011	070	48.49
0000004818	4/29/2019	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	0000	7100	4300011	064	530.66
0000004820	4/29/2019	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES - Bus Repairs	0100	0982000	0000	3600	5600005	074	14,925.36
0000004821	4/29/2019	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES - Bus Repairs	0100	0982000	0000	3600	5600005	074	12,020.02
0000004822	4/29/2019	0000000048	RAPHAELS PARTY RENTALS INC.	CONTRACTED SERVICES	0100	0490000	0000	3140	4300000	052	1,110.08
0000004823	4/29/2019	0000000610	SHI INTERNATIONAL CORP	CONTRACTED SERVICES - Licenses	0100	0000000	0000	7700	4300070	067	9,445.36
0000004824	4/30/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	012	1,804.01
0000004825	4/30/2019	0000000612	NEW HAVEN YOUTH & FAMILY SERVICES	CONTRACTED SERVICES - Non-Public	0100	6500000	5770	1190	5800010	054	55,228.41
0000004826	4/30/2019	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	0000	7200	5600001	062	2,284.81
0000004827	5/1/2019	0000000218	CALSPRA	REGISTRATION FEE	0100	0000000	0000	7200	5200003	071	45.00
0000004828	5/1/2019	002776	CPI	DUES & MEMBERSHIPS	0100	6500000	5770	1190	5800010	054	150.00
0000004829	5/1/2019	004548	MONTGOMERY HARDWARE CO.	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	1,164.44
0000004831	5/1/2019	004797	KOMPAN, INC.	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	1,162.43
0000004832	5/1/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	016	340.27
0000004833	5/1/2019	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4400000	054	646.50
0000004834	5/1/2019	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	0000	7700	4300002	067	942.81
0000004835	5/1/2019	004792	FUN AND FUNCTION, LLC	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300001	054	84.36
0000004836	5/1/2019	000208	SCHOOL HEALTH CORPORATION	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300001	054	976.12

PURCHASING REPORT
April 12, 2019 - May 31, 2019

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
0000004837	5/1/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	346.83
0000004838	5/1/2019	0000000029	CARSON DELLOSA PUBLISHING, LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	109.84
0000004839	5/1/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	554.07
0000004840	5/1/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	1110	1000	4300001	061	89.29
0000004841	5/1/2019	0000000493	FACTS EDUCATION SOLUTIONS LLC	PROFESSIONAL SERVICES	0100	4035000	1110	1000	5800010	014	1,287.80
0000004842	5/1/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	4100	4300012	022	2,648.01
0000004843	5/1/2019	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	018	1,138.15
0000004844	5/1/2019	003589	HENRY APONTE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	4100	4300012	022	431.00
0000004845	5/2/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	0000	7400	4300444	062	128.15
0000004846	5/2/2019	0000000072	ALL AMERICAN EMPLOYEE AWARDS	OFFICE SUPPLIES	0100	0000000	0000	7400	4300444	062	509.18
0000004847	5/2/2019	001531	AUDIOMETRICS	OFFICE SUPPLIES	0100	0000000	0000	2100	4300011	061	60.34
0000004848	5/2/2019	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	0000000	0000	8200	5600005	069	125.42
0000004849	5/2/2019	004628	FOLLETT SCHOOL SOLUTIONS,INC	CONTRACTED SERVS - Destiny Renewal	0100	0000001	1110	2420	5800010	061	11,326.37
0000004850	5/2/2019	0000000493	FACTS EDUCATION SOLUTIONS LLC	PROFESSIONAL SERVICES	0100	4035000	1110	1000	5800010	014	629.20
0000004851	5/2/2019	004546	LAW OFFICES OF SCHWARTZ&STOREY	LEGAL SERVICES	0100	0000000	0000	7200	5800150	054	5,600.00
0000004852	5/3/2019	003210	PACKAGE PRODUCTS & SERVICES	RENEWAL SUBSCRIPTION	0100	0000000	0000	7700	5600005	067	1,761.99
0000004853	5/3/2019	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	1110	1000	5200003	022	225.00
0000004854	5/3/2019	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	3010000	1110	1000	5200003	018	40.00
0000004855	5/3/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	4100	4300012	022	1,211.78
0000004856	5/3/2019	0000000035	TAQUIZAS LOS CHUCHYS	CONTRACTED SERVICES	0100	0000000	1110	2700	4300015	018	800.00
0000004857	5/6/2019	004744	GREG A. MARVEL	CONTRACTED SERVICES	0100	0982000	0000	3600	5800006	074	5,075.00
0000004859	5/6/2019	000047	SEARS	OFFICE SUPPLIES	0100	0000000	0000	7100	4300011	064	80.02
0000004861	5/7/2019	0000000619	SUPERIOR COURT OF CALIFORNIA	PROFESSIONAL SERVICES - Manzana	0100	9010075	0000	8500	6200002	080	418,267.17
0000004862	5/7/2019	0000000614	LA BELLA PIZZA LLC	REFRESHMENTS	0100	0000000	0000	7400	4300015	062	2,345.74
0000004863	5/7/2019	000655	AMC THEATERS	ADMISSION FEES	0100	0000001	1110	1000	5800017	016	941.75
0000004864	5/7/2019	0000000495	CROWN AWARDS	AWARDS & INCENTIVES	0100	0000000	0000	7400	4300011	062	407.16
0000004865	5/7/2019	002355	I B TROPHIES & AWARDS	AWARDS & INCENTIVES	0100	0000000	0000	7400	4300444	062	1,646.42
0000004866	5/7/2019	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	0000	7100	5800002	063	41,672.80
0000004867	5/7/2019	002771	SMART & FINAL	INSTRUCTIONAL SUPPLIES	0100	0000001	1110	1000	4300001	061	120.00
0000004868	5/7/2019	004554	CARDLOCK VENDING INC.	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	235.00
0000004869	5/7/2019	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	0000000	0000	3140	5800010	052	305.00
0000004870	5/7/2019	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	3,822.60
0000004871	5/8/2019	0000000435	GEARY PACIFIC SUPPLY	CONTRACTED SERVICES	0100	8150000	0000	8100	4400000	070	4,654.67
0000004872	5/8/2019	0000000435	GEARY PACIFIC SUPPLY	EQUIPMENT	0100	8150000	0000	8100	4400000	070	4,654.67
0000004873	5/8/2019	0000000249	GREATER SAN DIEGO READING	REGISTRATION FEES	0100	0000000	1110	2495	5200003	061	225.00
0000004874	5/8/2019	002776	CPI	LICENSE FEES	0100	3327000	5770	1190	5800006	054	3,200.00
0000004876	5/8/2019	000983	CASBO	REGISTRATION FEE	0100	0982000	0000	3600	5200003	074	2,500.00
0000004877	5/8/2019	004084	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	655.12
0000004878	5/8/2019	0000000620	HOLLAND'S CUSTOM CABINETS, INC	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	6,520.00
0000004879	5/8/2019	004185	B&H PHOTO,VIDEO	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	018	748.86
0000004880	5/8/2019	001822	BARNES AND NOBLE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	018	818.04
0000004881	5/8/2019	001501	REALLY GOOD STUFF, LLC	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	018	2,660.29
0000004882	5/8/2019	0000000618	COCHLEAR AMERICAS	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300001	054	317.86
0000004883	5/8/2019	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	022	6,499.28
0000004885	5/8/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	164.77

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0000004886	5/8/2019	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	018	7,677.27
0000004887	5/8/2019	0000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	012	2,990.53
0000004888	5/8/2019	000146	LAKESHORE	INSTRUCTION SUPPLIES	0100	0000000	1110	1000	4300001	024	755.79
0000004889	5/8/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	96.96
0000004890	5/8/2019	002187	APPLE INC	INSTRUCTIONAL SUPPLIES	0100	0000000	0000	7700	4300002	067	8,737.15
0000004891	5/8/2019	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0490000	0000	3140	4300000	052	203.77
0000004892	5/9/2019	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	0000	7100	4300011	064	154.12
0000004893	5/9/2019	001822	BARNES AND NOBLE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	419.90
0000004894	5/9/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300011	022	556.94
0000004895	5/9/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	1110	1000	4300011	022	1,245.60
0000004896	5/9/2019	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	5640000	0000	3140	4300010	054	3,357.50
0000004897	5/9/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300001	054	68.87
0000004898	5/9/2019	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	1110	1000	5800010	012	969.60
0000004899	5/9/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	5770	1190	4300011	054	733.51
0000004900	5/9/2019	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	1110	1000	5600001	016	1,102.50
0000004900	5/9/2019	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	1110	1000	5800010	018	1,047.05
0000004901	5/10/2019	001452	RUSS' BEE REMOVAL	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	600.00
0000004902	5/10/2019	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	3,370.48
0000004903	5/10/2019	0000000048	RAPHAELS PARTY RENTALS INC.	CONTRACTED SERVICES	0100	0000000	1110	1000	5600001	022	3,598.53
0000004905	5/11/2019	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	0490000	0000	3140	4300001	052	1,130.52
0000004906	5/13/2019	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	0982000	0000	3600	4300011	074	714.61
0000004907	5/13/2019	002355	I B TROPHIES & AWARDS	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	022	102.36
0000004908	5/13/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4400000	022	577.94
0000004909	5/13/2019	0000000621	PARKHOUSE TIRE INC	MECHANIC SUPPLIES	0100	0982000	0000	3600	4300023	074	1,726.91
0000004911	5/14/2019	0000000622	ANIXTER INC.	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	1,300.00
0000004914	5/14/2019	0000000625	DELOITTE SERVICE LP	REGISTRATION FEES	0100	4035000	1110	2100	5200003	061	2,875.00
0000004915	5/14/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	997.19
0000004916	5/14/2019	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	210.00
0000004917	5/14/2019	0000000626	PROPERTY DAMAGE APPRAISERS INC	PROFESSIONAL SERVICES	0100	0000000	0000	7200	5800000	071	150.00
0000004918	5/14/2019	002839	ADELANTE MUJER	REGISTER FEES	0100	0000001	1110	2495	5200003	061	2,445.00
0000004919	5/14/2019	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	018	1,028.48
0000004920	5/14/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	1,018.07
0000004922	5/14/2019	0000000627	HEIDISONGS	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	012	279.37
0000004923	5/14/2019	0000000588	WRAP CITY, INC	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	808.54
0000004924	5/14/2019	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4200000	020	40,255.02
0000004925	5/15/2019	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4200000	020	487.22
0000004926	5/15/2019	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	1,452.00
0000004927	5/15/2019	000208	SCHOOL HEALTH CORPORATION	MEDICAL SUPPLIES	0100	5640000	0000	3140	4300010	054	270.04
0000004928	5/15/2019	000544	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	1,507.69
0000004929	5/15/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	2,443.03
0000004930	5/15/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	1,093.61
0000004931	5/15/2019	0000000488	DOLLARDAYS INTERNATIONAL, INC.	UNIFORMS	0100	5630000	1110	1000	4300019	061	12,699.68
0000004932	5/15/2019	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	1110	1000	4300010	016	1,566.52
0000004933	5/15/2019	0000000407	CAPSTONE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	014	1,165.00
0000004934	5/15/2019	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	3010004	1110	2495	4300001	014	75.21

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0000004935	5/15/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	1,034.26
0000004937	5/18/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	932.51
0000004938	5/18/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	2,688.21
0000004939	5/18/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	1,021.90
0000004940	5/18/2019	000208	SCHOOL HEALTH CORPORATION	MEDICAL SUPPLIES	0100	5640000	0000	3140	4300010	054	1,565.16
0000004941	5/18/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	782.20
0000004942	5/18/2019	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4200000	024	8,124.37
0000004943	5/18/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	2,341.29
0000004944	5/18/2019	001240	RAINBOW BOOK COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4200000	024	236.83
0000004945	5/18/2019	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4200000	024	2,151.77
0000004946	5/18/2019	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4200000	024	6,702.59
0000004947	5/18/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	999.27
0000004948	5/18/2019	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4200000	024	1,387.28
0000004949	5/18/2019	000535	SCHOOL SPECIALTY	OFFICE SUPPLIES	0100	0000000	0000	2100	4300011	061	652.91
0000004950	5/19/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	1,069.82
0000004951	5/19/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	0000	2100	4300011	061	647.47
0000004952	5/19/2019	0000000592	LEARNING PLUS ASSOCIATES	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	4,687.12
0000004953	5/19/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300010	018	538.53
0000004954	5/19/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	876.77
0000004955	5/19/2019	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	464.67
0000004956	5/19/2019	001240	RAINBOW BOOK COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	516.96
0000004957	5/19/2019	0000000306	MENTORING MINDS	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4200000	024	4,389.25
0000004958	5/19/2019	003985	PTM DOCUMENT SYSTEMS	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	022	862.00
0000004959	5/19/2019	001501	REALLY GOOD STUFF, LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	670.00
0000004960	5/19/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	358.71
0000004961	5/19/2019	000208	SCHOOL HEALTH CORPORATION	MEDICAL SUPPLIES	0100	5640000	0000	3140	4300010	054	318.62
0000004962	5/19/2019	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	022	11,903.90
0000004963	5/20/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	0000	7100	4300011	064	47.92
0000004964	5/20/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	012	6,031.80
0000004965	5/20/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	245.61
0000004966	5/20/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	024	3,578.05
0000004967	5/20/2019	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	60.26
0000004968	5/20/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	020	5,186.15
0000004969	5/20/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	1110	1000	4300001	061	139.03
0000004973	5/20/2019	0000000629	CHANNING BETE COMPANY	MEDICAL SUPPLIES	0100	5640000	0000	3140	4300010	054	1,643.32
0000004974	5/20/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	069	5,833.90
0000004975	5/20/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	020	92.78
0000004976	5/20/2019	0000000248	SAN DIEGO ZOO	ADMISSION FEES	0100	0000000	1110	1000	5800017	016	580.00
0000004977	5/20/2019	0000000421	LEGOLAND	ADMISSION FEES	0100	0000000	1110	1000	5800017	016	594.00
0000004978	5/20/2019	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	0000	7100	4300015	063	2,000.00
0000004979	5/20/2019	000809	OFFICE DEPOT	REFRESHMENTS	0100	0000000	0000	7400	4300015	062	304.16
0000004980	5/20/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	018	1,620.02
0000004981	5/20/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	96.96
0000004982	5/20/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	156.16
0000004983	5/20/2019	001501	REALLY GOOD STUFF, LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	709.69

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0000004984	5/21/2019	000548	NEXT DAY PRINTED TEES	OFFICE SUPPLIES	0100	0000000	0000	7100	4300011	064	81.58
0000004985	5/21/2019	0000000267	MANO A MANO FOUNDATION	PROFESSIONAL SERVICES	0100	3010004	1110	2495	5800010	018	4,000.00
0000004986	5/21/2019	0000000267	MANO A MANO FOUNDATION	PROFESSIONAL SERVICES	0100	3010004	1110	2495	5800010	025	4,000.00
0000004987	5/21/2019	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	971.61
0000004988	5/21/2019	0000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	0000	7200	5800150	054	5,224.50
0000004989	5/21/2019	004045	EDUPOINT EDUCATIONAL SYSTEMS	MAINTENANCE RENEWAL	0100	0000000	0000	7700	5600006	067	4,746.07
0000004990	5/21/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300001	054	40.90
0000004991	5/21/2019	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	76.85
0000004992	5/21/2019	0000000631	EVELYN'S FLOWERS AND GIFTS	OFFICE SUPPLIES	0100	0000000	0000	7400	4300444	062	225.00
0000004993	5/21/2019	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	504.85
0000004994	5/21/2019	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	022	5,298.04
0000004996	5/21/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	550.42
0000004998	5/21/2019	001501	REALLY GOOD STUFF, LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	449.49
0000004999	5/21/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	1110	1000	4300011	024	181.01
0000005001	5/21/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	025	2,044.43
0000005002	5/21/2019	001612	PRESIDENT'S EDUCATION AWARDS	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	424.29
0000005003	5/21/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	634.85
0000005004	5/22/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	016	3,129.96
0000005005	5/22/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	679.71
0000005007	5/22/2019	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	538.77
0000005008	5/22/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3315000	5730	1110	4300001	076	1,104.39
0000005009	5/22/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	534.66
0000005010	5/22/2019	0000000627	HEIDISONGS	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	96.96
0000005011	5/22/2019	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	016	6,923.70
0000005012	5/22/2019	0000000023	ESTRELLITA	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	016	583.01
0000005013	5/22/2019	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	016	19,969.09
0000005014	5/22/2019	0000000255	KELLY PAPER	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	016	1,647.28
0000005015	5/22/2019	0000000632	CHILD1ST PUBLICATIONS LLC	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	012	650.30
0000005016	5/22/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	745.94
0000005017	5/22/2019	004678	AMAZON.COM, INC.	MEDICAL SUPPLIES	0100	5640000	0000	3140	4300010	054	2,499.00
0000005018	5/22/2019	0000000613	RICARDO MEDINA	PROFESSIONAL SERVICES	0100	3010000	1110	1000	5800010	020	300.00
0000005019	5/22/2019	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	016	1,034.40
0000005020	5/22/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	728.13
0000005022	5/23/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	018	724.82
0000005023	5/23/2019	000675	ROYAL LINES	CONTRACTED SERVICES	0100	0000000	1110	1000	5710002	018	1,250.00
0000005023	5/23/2019	000675	ROYAL LINES	CONTRACTED SERVICES	0100	0000000	1110	1000	5800017	012	640.00
0000005024	5/23/2019	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	0100	3315000	5730	1110	4300001	076	861.91
0000005025	5/23/2019	000336	MCGRAW-HILL	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	018	1,032.78
0000005026	5/23/2019	001822	BARNES AND NOBLE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	018	1,201.06
0000005027	5/23/2019	004825	SITSPOTS	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	018	140.03
0000005028	5/23/2019	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	386.50
0000005029	5/23/2019	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	1110	1000	4300010	022	913.68
0000005030	5/24/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	1,262.52
0000005031	5/24/2019	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	0000	7700	4300002	067	2,721.74
0000005032	5/24/2019	000308	SEAWORLD PARKS & ENTERTAINMENT	ADMISSION FEES	0100	0000000	1110	1000	5800017	016	780.00

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
0000005033	5/24/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	020	653.50
0000005034	5/24/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	018	4,947.74
0000005035	5/24/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	016	2,512.99
0000005036	5/24/2019	001240	RAINBOW BOOK COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4200000	024	12,003.35
0000005037	5/24/2019	000058	DEMCO INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	319.66
0000005038	5/24/2019	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	0000	7400	4300011	062	54.80
0000005039	5/24/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	0000	7400	4300011	062	125.26
0000005040	5/24/2019	001012	CDW GOVERNMENT LLC	TECHNICAL SUPPLIES	0100	5630000	1110	1000	4400000	061	998.05
0000005041	5/24/2019	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	012	1,398.60
0000005042	5/24/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	741.27
0000005044	5/24/2019	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	3,000.00
0000005045	5/24/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	020	1,532.21
0000005047	5/29/2019	000409	SAN DIEGO UNION-TRIBUNE	CONTRACTED SERVICES	0100	0000000	0000	7200	5800007	071	191.00
0000005048	5/29/2019	0000000040	GLOBAL EQUIPMENT CO., INC.	OFFICE SUPPLIES	0100	0000000	1110	1000	4300011	018	328.85
0000005049	5/29/2019	0000000279	SIGNTECH ELECTRICAL ADVERTISING, INC.	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	404.00
0000005050	5/29/2019	004131	HYDROTEX PARTNERS, LTD	MECHANIC SUPPLIES	0100	0982000	0000	3600	4300023	074	3,801.22
0000005051	5/29/2019	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	12,502.23
0000005052	5/29/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	2,275.13
0000005053	5/29/2019	002355	I B TROPHIES & AWARDS	INCENTIVE & AWARDS	0100	0000000	1110	1000	4300001	025	360.00
0000005054	5/29/2019	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	0000	7200	5800000	071	7,000.00
0000005055	5/29/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	1110	1000	4300001	020	943.19
0000005056	5/29/2019	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	4203000	4760	1000	5200003	061	500.00
0000005057	5/29/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	1,065.48
0000005058	5/30/2019	0000000255	KELLY PAPER	PUBLICATION SUPPLIES	0100	0000000	0000	7550	4300050	073	1,647.28
0000005059	5/30/2019	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	1110	1000	4300001	024	151.12
0000005060	5/31/2019	001527	RANCHO SAN DIEGO NURSERY INC	GROUNDS SUPPLY	0100	0000000	1110	1000	4300011	012	177.58
0000005061	5/31/2019	0000000606	KEYGUARD ASSISTIVE TECHNOLOGY	INSTRUCTIONAL SUPPLIES	0100	6500000	5770	1190	4300001	054	74.98
0000005062	5/31/2019	0000000635	VOICE AND VIDEO RENTALS	CONTRACTED SERVICES	0100	0000000	1110	1000	5600001	012	1,660.62
									Total for 0100		**1,040,040.75**
0000004797	4/25/2019	000828	POSITIVE PROMOTIONS	INSTRUCTIONAL SUPPLIES	1200	5210000	0001	1000	4300333	076	2,316.48
0000004799	4/25/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	5210000	8500	8200	4300020	076	582.21
0000004801	4/25/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	5210000	8500	8200	4300020	076	1,456.74
0000004819	4/29/2019	0000000454	COMMUNITY PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	5210000	0001	1000	4300001	076	5,439.24
0000004858	5/6/2019	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	1200	9024000	0001	1000	4300333	076	1,077.50
0000004904	5/11/2019	0000000286	THE REGENTS OF UNIVERSITY OF	CONTRACTED SERVICES	1200	9024000	0001	1000	5800010	076	4,504.50
0000004997	5/21/2019	000828	POSITIVE PROMOTIONS	INSTRUCTIONAL SUPPLIES	1200	9024000	0001	1000	4300333	076	467.56
0000005000	5/21/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	0001	1000	4300001	076	937.64
0000005043	5/24/2019	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	1200	6105000	0001	1000	4300015	076	600.00
									Total for 1200		**17,381.87**

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
0000004817	4/29/2019	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	1300	5310000	0000	3700	4300011	085	48.49
0000004910	5/14/2019	003145	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	1300	5310000	0000	3700	4300007	085	600.00
0000005006	5/22/2019	000726	ECOLAB	CONTRACTED SERVICES	1300	5310000	0000	3700	4300026	085	5,000.00
									Total for 1300		**5,648.49**
0000004875	5/8/2019	000000030A	DEPARTMENT OF GENERAL SERVICES	CONTRACTED SERVICES	2518	9010000	0000	8500	6200002	025	3,700.95
0000004912	5/14/2019	0000000623	SCHOOLLOCKERS.COM	OFFICE SUPPLIES	2518	9010000	0000	8500	4300000	025	1,435.07
									Total for 2518		**5,136.02**
									Grand Total		**1,068,207.13**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 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 April 19, 2019 through June 03, 2019 with checks #14-535747 through #14-553171 for a total expenditure of $1,565,227.97 from the following sources:

General Fund - $1,326,479.99
Child Development - $14,395.96
Child Nutrition - $170,323.52
Capital Facilities- $54,028.50

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of April 19, 2019 through June 03, 2019 for a total expenditure of $1,565,227.97.

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	

$1,565,227.97	Various (see above)	--
(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

Warrant ID	Payee	Payment Date	Total Warrant Amo	Fund	Description
14535747	DUNN-EDWARDS CORP.	4/19/2019	$ 1,871.57	0100	MAINTENANCE SUPPLIES
14535748	WILLIAM V. MAC GILL & CO.	4/19/2019	$ 779.27	0100	MEDICAL SUPPLIES
14535749	GALLAGHER BENEFIT SERVICES, INC	4/19/2019	$ 461.55	0100	PROFESSIONAL SERVICES
14535750	AHLEE BACKFLOW SERVICE, INC.	4/19/2019	$ 3,280.00	0100	CONTRACTED SERVICES
14536064	CSM CONSULTING INC.	4/22/2019	$ 1,500.00	0100	PROFESSIONAL SERVICES
14536065	SIGNTECH ELECTRICAL ADVERTISING, INC.	4/22/2019	$ 515.00	0100	CONTRACTED SERVICES
14536066	COUNTY OF SAN DIEGO	4/22/2019	$ 9,720.00	0100	CONTRACTED SERVICES
14536067	PARENT INSTITUTE FOR QUALITY	4/22/2019	$ 18,000.00	0100	CONTRACTED SERVICES
14536428	CATALINA HERNANDEZ	4/23/2019	$ 379.61	0100	REIMBURSEMENT
14536429	MARY TUCKER	4/23/2019	$ 20.30	0100	MILEAGE
14536430	OMAR CALLEROS	4/23/2019	$ 460.96	0100	REIMBURSEMENT PATHWAY
14536431	CLAUDIO ZUAZO	4/23/2019	$ 47.51	0100	REIMBURSEMENT
14536432	DAVID ALKASS	4/23/2019	$ 265.71	0100	REIMBURSEMENT
14536433	DRINA BEDOYA	4/23/2019	$ 46.60	0100	REIMBURSEMENT PATHWAY
14536434	ALEXIS TAPIA	4/23/2019	$ 36.54	0100	MILEAGE
14536435	DANIEL CHAVEZ	4/23/2019	$ 146.33	0100	MILEAGE
14536436	RUDY LOPEZ	4/23/2019	$ 47.74	0100	REIMBURSEMENT
14536437	PAULO AZEVEDO	4/23/2019	$ 277.08	0100	REIMBURSEMENT
14536438	SASHANAE BUCHANAN	4/23/2019	$ 429.97	0100	REIMBURSEMENT
14536439	DANIEL ZUMMO	4/23/2019	$ 12.00	0100	REIMBURSEMENT
14536440	RANA TADROUS	4/23/2019	$ 190.91	0100	REIMBURSEMENT CONFERENCE
14536441	MICHELLE PATTERSON	4/23/2019	$ 112.82	0100	REIMBURSEMENT
14536442	MONICA YRINEO	4/23/2019	$ 20.48	0100	REIMBURSEMENT
14536443	ANITA GILLCHREST	4/23/2019	$ 276.95	0100	MILEAGE
14536444	PATRICIA BURCH	4/23/2019	$ 292.27	0100	REIMBURSEMENT CONFERENCE
14536445	ZENAIDA R. ROSARIO	4/23/2019	$ 167.95	0100	REIMBURSEMWNT CONFERENCE
14536446	SYLVIA LUGO	4/23/2019	$ 204.45	0100	REIMBURSEMENT CONFERENCE
14537616	CHEVRON U.S.A. INC.	4/25/2019	$ 4,462.45	0100	CONTRACTED SERVICES
14539275	CITY TREASURER	4/30/2019	$ 11,642.73	0100	UTILITIES
14539949	DECLUES, BURKETT & THOMPSON, APC	5/1/2019	$ 18,499.38	0100	LEGAL FEES
14539950	HENRY APONTE	5/1/2019	$ 1,565.00	0100	CONTRACTED SERVICES
14540528	AZTEC CONTAINER	5/2/2019	$ 2,424.36	0100	LEASE AGREEMENT
14540529	MRC SMART TECHNOLOGY SOLUTIONS	5/2/2019	$ 8,538.39	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Total Warrant Amt	Fund	Description
14540530	MY PT SAN DIEGO	5/2/2019	$ 5,620.00	0100	CONTRACTED SERVICES
14540531	INDUSTRIAL WEBBING CORP	5/2/2019	$ 291.18	0100	INSTRUCTIONAL SUPPLIES
14540532	NEW HAVEN YOUTH & FAMILY SERVICES	5/2/2019	$ 15,852.63	0100	CONTRACTED SERVICES
14540533	LAKESHORE	5/2/2019	$ 3,136.01	0100	INSTRUCTIONAL SUPPLIES
14540534	GRAINGER	5/2/2019	$ 2,186.36	0100	MAINTENANCE SUPPLIES
14540535	DUNN-EDWARDS CORP.	5/2/2019	$ 1,519.60	0100	MAINTENANCE SUPPLIES
14540536	ATTAINTMENT COMPANY, INC.	5/2/2019	$ 145.45	0100	INSTRUCTIONAL SUPPLIES
14540537	THE INSTITUTE FOR EFFECTIVE	5/2/2019	$ 4,891.60	0100	PROF. SERVICES /NON-PUBLIC SCH
14540538	ORIENTAL TRADING COMPANY, INC.	5/2/2019	$ 221.26	0100	INSTRUCTIONAL SUPPLIES
14540539	HOME DEPOT	5/2/2019	$ 610.33	0100	MECHANIC SUPPLIES
14540540	REPUBLIC SERVICES	5/2/2019	$ 12,238.26	0100	UTILITIES
14540541	EWING IRRIGATION	5/2/2019	$ 2,674.50	0100	GROUNDS SUPPLIES
14540542	PRESIDENT'S EDUCATION AWARDS	5/2/2019	$ 330.00	0100	INSTRUCTIONAL SUPPLIES
14540543	WILLIAM V. MAC GILL & CO.	5/2/2019	$ 969.01	0100	MEDICAL SUPPLIES
14540544	FERGUSON ENTERPRISES,INC#1350	5/2/2019	$ 634.62	0100	MAINTENANCE SUPPLIES
14540545	JONES SCHOOL SUPPLY CO., INC.	5/2/2019	$ 145.45	0100	INSTRUCTIONAL SUPPLIES
14540546	CLARK SECURITY PRODUCTS	5/2/2019	$ 254.41	0100	MAINTENANCE SUPPLIES
14540547	CALIFORNIA ELECTRIC SUPPLY	5/2/2019	$ 106.01	0100	MAINTENANCE SUPPLIES
14540548	WESTAIR GASES & EQUIPMENT INC	5/2/2019	$ 77.19	0100	MAINTENANCE SUPPLIES
14540549	SAN DIEGO COUNTY SUPERINTENDEN	5/2/2019	$ 540.00	0100	REGISTRATION FEE
14540550	SOUTHWEST SCHOOL & OFFICE	5/2/2019	$ 1,551.32	0100	INSTRUCTIONAL SUPPLIES
14540551	AMS - ACOUSTICAL MATERIAL	5/2/2019	$ 5,173.77	0100	MAINTENANCE SUPPLIES
14540552	PRO POWER	5/2/2019	$ 271.78	0100	GROUNDS SUPPLIES
14540553	SAN DIEGO CENTER FOR CHILDREN	5/2/2019	$ 3,179.40	0100	PROFESSIONAL SERVICES
14540554	STOTZ EQUIPMENT	5/2/2019	$ 144.69	0100	GROUNDS SUPPLIES
14541154	WILLIAM H. SADLIER, INC	5/3/2019	$ 2,447.02	0100	INSTRUCTIONAL SUPPLIES
14541155	VECTOR USA	5/3/2019	$ 17,243.52	0100	OFFICE SUPPLIES
14541156	FACTS EDUCATION SOLUTIONS LLC	5/3/2019	$ 1,287.80	0100	PROFESSIONAL SERVICES
14541157	LEARNING PLUS ASSOCIATES	5/3/2019	$ 4,347.71	0100	INSTRUCTIONAL SUPPLIES
14541158	SAN DIEGO GAS & ELECTRIC	5/3/2019	$ 49,005.32	0100	UTILITIES
14541159	WAXIE SANITARY SUPPLY	5/3/2019	$ 8,161.98	0100	CUSTODIAL SUPPLIES
14541161	SCHOOL SPECIALTY	5/3/2019	$ 117.64	0100	INSTRUCTIONAL SUPPLIES
14541162	CASBO	5/3/2019	$ 890.00	0100	REGISTRATION FEE

Warrant ID	Payee	Payment Date	Total Warrant Amo	Fund	Description
14541163	CDW GOVERNMENT LLC	5/3/2019	$ 2,479.46	0100	TECHNOLOGY SUPPLIES
14541164	BUS WEST	5/3/2019	$ 675.29	0100	MECHANIC SUPPLIES
14541165	CUMMINS CAL PACIFIC LLC	5/3/2019	$ 664.33	0100	TRANSPORTATION SUPPLIES
14541166	ROAD ONE TOWING	5/3/2019	$ 360.00	0100	CONTRACTED SERVICES
14541167	MIRAMAR BOBCAT INC	5/3/2019	$ 178.26	0100	GROUNDS SUPPLIES
14541168	WAL- MART COMMUNITY/GECRB	5/3/2019	$ 213.16	0100	PATHWAYS- INST. SUPPLIES
14541169	BEST BUY	5/3/2019	$ 224.55	0100	INSTRUCTIONAL SUPPLIES
14541170	OPTIMUM FLOORCARE	5/3/2019	$ 308.20	0100	GROUNDS SUPPLIES
14541679	TAQUIZAS LOS CHUCHYS	5/6/2019	$ 800.00	0100	CONTRACTED SERVICES
14541680	SAN DIEGO COUNTY SUPERINTENDEN	5/6/2019	$ 265.00	0100	REGISTRATION FEES
14542228	WEATHERPROOFING TECHNOLOGIES, INC.	5/7/2019	$ 36,005.00	0100	CONTRACTED SERVICES
14542229	WAXIE SANITARY SUPPLY	5/7/2019	$ 52.26	0100	MAINTENANCE SUPPLIES
14542230	TEAMTALK NETWORK	5/7/2019	$ 397.80	0100	CONTRACTED SERVICES
14542231	RUSSELL SIGLER, INC	5/7/2019	$ 655.12	0100	MAINTENANCE SUPPLIES
14542960	NAUMANN HOBBS MATERIAL	5/8/2019	$ 177.78	0100	CONTRACTED SERVICES
14542961	PANERA BREAD COMPANY	5/8/2019	$ 530.66	0100	REFRESHMENTS
14542962	ARAMARK UNIFORM & CAREER APPAREL, LL	5/8/2019	$ 86.99	0100	CONTRACTED SERVICES
14542963	SCHOLASTIC , INC	5/8/2019	$ 1,180.38	0100	INSTRUCTIONAL SUPPLIES
14542964	AUDIOMETRICS	5/8/2019	$ 60.34	0100	OFFICE SUPPLIES
14542965	WILLIAM V. MAC GILL & CO.	5/8/2019	$ 377.05	0100	MEDICAL SUPPLIES
14542966	IMPERIAL SPRINKLER SUPPLY	5/8/2019	$ 256.68	0100	GROUNDS SUPPLIES
14542967	SMART & FINAL	5/8/2019	$ 84.20	0100	INSTRUCTIONAL SUPPLIES
14542968	WAL- MART COMMUNITY/GECRB	5/8/2019	$ 153.69	0100	PATHWAYS- INST. SUPPLIES
14542969	R&L PERFORMANCE AUTO SERVICE	5/8/2019	$ 125.42	0100	CONTRACTED SERVICES
14542970	MPC ELECTRONICS INC	5/8/2019	$ 113.04	0100	INSTRUCTIONAL SUPPLIES
14542971	XEROX CORPORATION	5/8/2019	$ 413.28	0100	CONTRACTED SERVICES
14543537	P.I.P.S.	5/9/2019	$ 75,073.50	0100	CONTRACTED SERVICES
14543538	D&D WILDLIFE HABITAT RESTORATION, INC.	5/9/2019	$ 575.00	0100	CONTRACTED SERVICES
14543540	AMC THEATERS	5/9/2019	$ 941.75	0100	ADMISSION FEES
14543541	A-Z BUS SALES, INC.	5/9/2019	$ 6,379.00	0100	CONTRACTED SERVICES
14543542	PACKAGE PRODUCTS & SERVICES	5/9/2019	$ 1,761.99	0100	RENEWAL SUBSCRIPTION
14543543	FLYERS ENERGY	5/9/2019	$ 3,636.08	0100	CONTRACTED SERVICES
14543544	XEROX CORPORATION	5/9/2019	$ 5,062.60	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Total Warrant Amo	Fund	Description
14544208	VECTOR USA	5/10/2019	$ 11,080.33	0100	CONTRACTED SERVICES
14544211	FACTS EDUCATION SOLUTIONS LLC	5/10/2019	$ 629.20	0100	PROFESSIONAL SERVICES
14544212	DECLUES, BURKETT & THOMPSON, APC	5/10/2019	$ 3,419.62	0100	LEGAL FEES
14544213	LA BELLA PIZZA LLC	5/10/2019	$ 2,345.74	0100	REFRESHMENTS
14544214	PARADIGM HEALTHCARE SERVICES	5/10/2019	$ 5,085.00	0100	PROFESSIONAL SERVICES
14544215	SCHOLASTIC , INC	5/10/2019	$ 189.75	0100	INSTRUCTIONAL SUPPLIES
14544216	HAWTHORNE MACHINERY	5/10/2019	$ 14,925.36	0100	BUS REPAIR
14544217	HOME DEPOT	5/10/2019	$ 4,502.03	0100	MAINTENANCE SUPPLIES
14544218	A-Z BUS SALES, INC.	5/10/2019	$ 3,879.00	0100	CONTRACTED SERVICES
14544219	BENCHMARK EDUCATION COMPANY	5/10/2019	$ 5,600.00	0100	CONTRACTED SERVICES
14544220	FLEETWASH INC	5/10/2019	$ 449.98	0100	CONTRACTED SERVICES
14544221	HENRY APONTE	5/10/2019	$ 146.19	0100	CONTRACTED SERVICES
14544222	FOLLETT SCHOOL SOLUTIONS,INC	5/10/2019	$ 11,326.37	0100	DESTINY RENEWAL
14544223	GREG A. MARVEL	5/10/2019	$ 5,075.00	0100	MAINTENANCE RENEWAL
14544224	ABA EDUCATION FOUNDATION	5/10/2019	$ 2,250.00	0100	PROFESSIONAL SERVICES
14544917	KELLY PAPER	5/13/2019	$ 6,778.03	0100	INSTRUCTIONAL SUPPLIES
14545327	CRYSTAL CLEAR GLASS & MIRROR	5/14/2019	$ 304.50	0100	MAINTENANCE SUPPLIES
14545328	CORODATA RECORDS MANAGEMENT, INC.	5/14/2019	$ 139.87	0100	CONTRACTED SERVICES
14545329	BMR HEALTH SERVICES, INC	5/14/2019	$ 9,920.00	0100	CONTRACTED SERVICES
14545331	AARDVARK ANT & PEST CONTROL INC.	5/14/2019	$ 420.00	0100	CONTRACTED SERVICES
14545332	SUPERIOR COURT OF CALIFORNIA	5/14/2019	$ 418,267.17	0100	PROFESSIONAL SERVICES
14545333	SAN DIEGO GAS & ELECTRIC	5/14/2019	$ 12,266.95	0100	UTILITIES
14545335	GRAINGER	5/14/2019	$ 1,144.47	0100	MAINTENANCE SUPPLIES
14545336	SCHOOL SPECIALTY	5/14/2019	$ 113.14	0100	OFFICE SUPPLIES
14545337	SPRINT	5/14/2019	$ 3,660.63	0100	CONTRACTED SERVICES
14545338	CITY TREASURER	5/14/2019	$ 305.00	0100	CONTRACTED SERVICES
14545339	REFRIGERATION SUPPLIES	5/14/2019	$ 264.37	0100	MAINTENANCE SUPPLIES
14545340	PENSKE TRUCK LEASING	5/14/2019	$ 128.43	0100	LEASE RENTAL
14545341	KNOX COMPANY	5/14/2019	$ 395.60	0100	MAINTENANCE SUPPLIES
14545342	VERITIV OPERATING COMPANY	5/14/2019	$ 554.32	0100	PUBLICATIONS SUPPLIES
14545343	WILLIAM V. MAC GILL & CO.	5/14/2019	$ 254.48	0100	MEDICAL SUPPLIES
14545344	ASELTINE SCHOOL	5/14/2019	$ 13,491.49	0100	PROF. SERV -NONPUBLIC SCHOOL
14545345	CLARK SECURITY PRODUCTS	5/14/2019	$ 96.20	0100	MAINTENANCE SUPPLIES

Warrant ID	Payee	Payment Date	Total Warrant Amt	Fund	Description
14545346	HD SUPPLY FACILITIES	5/14/2019	$ 3,789.62	0100	MAINTENANCE SUPPLIES
14545347	VALLEY INDUSTRIAL SPECIALTIES	5/14/2019	$ 79.05	0100	MAINTENANCE SUPPLIES
14545348	WAL- MART COMMUNITY/GECRB	5/14/2019	$ 403.95	0100	INSTRUCTIONAL SUPPLIES
14545349	SOUTHWEST SCHOOL & OFFICE	5/14/2019	$ 5,958.19	0100	INSTRUCTIONAL SUPPLIES
14545350	HENRY APONTE	5/14/2019	$ 431.00	0100	INSTRUCTIONAL SUPPLIES
14545351	CARDLOCK VENDING INC.	5/14/2019	$ 235.00	0100	CONTRACTED SERVICES
14545352	SAN DIEGO CENTER FOR CHILDREN	5/14/2019	$ 2,755.48	0100	PROFESSIONAL SERVICES
14546063	SWEETWATER UNION HIGH	5/15/2019	$ 6,700.00	0100	CONTRACTED SERVICES
14546699	CAROLYN KARINEN	5/16/2019	$ 9,888.00	0100	SLP PROFESSIONAL SERVICES
14546700	GLORIA MENA	5/16/2019	$ 346.73	0100	REIMBURSEMENT CONFERENCE
14546701	MARISELA GONZALEZ	5/16/2019	$ 56.73	0100	REIMBURSEMENT
14546703	KAGAN PROFESSIONALDEVELOPMENT	5/16/2019	$ 7,941.95	0100	PROFESSIONAL SERVICES
14546704	NATALIE LA ROSA	5/16/2019	$ 134.96	0100	REIMBURSEMENT PATHWAY
14546705	CAPITOL ADVISORS GROUP, LLC	5/16/2019	$ 2,000.00	0100	CONTRACTED SERVICES
14546706	SYLVIA ROBLEDO	5/16/2019	$ 176.12	0100	REIMBURSEMENT OATHWAY
14546707	WEVIDEO INC.	5/16/2019	$ 199.00	0100	INSTRUCTIONAL SUPPLIES
14546708	STATE BOARD OF EQUALIZATION	5/16/2019	$ 53.42	0100	DIESEL TAX
14546711	DION INTERNATIONAL TRUCK INC.	5/16/2019	$ 274.26	0100	MECHANIC SUPPLIES
14546714	CASBO	5/16/2019	$ 2,500.00	0100	REGISTRATION FEE
14546715	CDW GOVERNMENT LLC	5/16/2019	$ 5,376.73	0100	TECHNOLOGY EQUIPMENT
14546716	SPINITAR/PRESENTATION PRODUCTS	5/16/2019	$ 3,241.46	0100	OFFICE SUPPLIES
14546719	VERONICA MEDINA	5/16/2019	$ 108.00	0100	REIMBURSEMENT
14546720	STANLEY CONVERGENT SECURITY	5/16/2019	$ 3,822.60	0100	MAINTENANCE SERVICES
14546721	OPTIMUM FLOORCARE	5/16/2019	$ 99.63	0100	MAINTENANCE SUPPLIES
14546722	PRO POWER	5/16/2019	$ 246.53	0100	GROUNDS SUPPLIES
14546725	A&S FLOORING	5/16/2019	$ 12,490.00	0100	CONTRACTED SERVICES
14547235	BEST BEST & KRIEGER LLP	5/17/2019	$ 41,672.80	0100	LEGAL SERVICES
14547825	MICHELLE PATTERSON	5/20/2019	$ 159.66	0100	REIMBURSEMENT PATHWAY
14548304	CRISTINA D'OLEIRE	5/21/2019	$ 97.53	0100	REIMBURSEMENT PATHWAY
14548305	PABLO J. SAINZ	5/21/2019	$ 146.97	0100	MILEAGE
14548306	JESSICA KERBOW	5/21/2019	$ 42.34	0100	MILEAGE
14548307	ALEXIS TAPIA	5/21/2019	$ 44.86	0100	MILEAGE
14548308	AMBER ELLIOTT	5/21/2019	$ 75.52	0100	MILEAGE

Warrant ID	Payee	Payment Date	Total Warrant Amo	Fund	Description
14548309	BRIANNA MINTON	5/21/2019	$ 88.86	0100	MILEAGE
14548310	LEONOR PARTIDA	5/21/2019	$ 965.80	0100	GARNISHMENT RELEASE
14548311	JUAN MANUEL ROCHA	5/21/2019	$ 223.04	0100	REIMBURSEMENT CONFERENCE
14548313	ANITA GILLCHREST	5/21/2019	$ 302.12	0100	MILEAGE
14549041	BMR HEALTH SERVICES, INC	5/22/2019	$ 620.00	0100	CONTRACTED SERVICES
14549042	MRC SMART TECHNOLOGY SOLUTIONS	5/22/2019	$ 8,177.19	0100	CONTRACTED SERVICES
14549043	GREATER SAN DIEGO READING	5/22/2019	$ 225.00	0100	REGISTRATION FEES
14549044	XEROX FINANCIAL SERVICES	5/22/2019	$ 9,274.25	0100	CONTRACTED SERVICES
14549045	EBS - EDUATIONAL BASED SERVICES	5/22/2019	$ 10,175.25	0100	CONTRACTED SERVICES
14549046	HORIZON DISTRIBUTORS	5/22/2019	$ 20.32	0100	GROUNDS SUPPLIES
14549047	LEGOLAND	5/22/2019	$ 594.00	0100	ADMISSION FEES
14549048	PANERA BREAD COMPANY	5/22/2019	$ 204.48	0100	REFRESHMENTS
14549049	ACCO ENGINEERED SYSTEMS, INC.	5/22/2019	$ 210.00	0100	CONTRACTED SERVICES
14549050	NEW HAVEN YOUTH & FAMILY SERVICES	5/22/2019	$ 11,757.18	0100	CONTRACTED SERVICES
14549051	PARKHOUSE TIRE INC	5/22/2019	$ 1,726.91	0100	MECHANIC SUPPLIES
14549052	GLORIA MARTELL & SAN DIEGO	5/22/2019	$ 1,564.58	0100	REIMBURSEMENT CLAIM
14549053	PROPERTY DAMAGE APPRAISERS INC	5/22/2019	$ 150.00	0100	PROFESSIONAL SERVICES
14549054	SEARS	5/22/2019	$ 74.26	0100	OFFICE SUPPLIES
14549055	SAN DIEGO GAS & ELECTRIC	5/22/2019	$ 332.66	0100	UTILITIES
14549056	WAXIE SANITARY SUPPLY	5/22/2019	$ 10,367.05	0100	CUSTODIAL SUPPLIES
14549057	LAKESHORE	5/22/2019	$ 867.70	0100	INSTRUCTIONAL SUPPLIES
14549058	PARADIGM HEALTHCARE SERVICES	5/22/2019	$ 865.19	0100	PROFESSIONAL SERVICES
14549059	SCHOLASTIC , INC	5/22/2019	$ 1,638.46	0100	INSTRUCTIONAL SUPPLIES
14549060	DUNN-EDWARDS CORP.	5/22/2019	$ 1,814.83	0100	MAINTENANCE SUPPLIES
14549061	CURRICULUM ASSOC. INC.	5/22/2019	$ 5,882.49	0100	INSTRUCTIONAL SUPPLIES
14549062	DION INTERNATIONAL TRUCK INC.	5/22/2019	$ 3,370.48	0100	CONTRACTED SERVICES
14549063	ROYAL LINES	5/22/2019	$ 1,513.50	0100	CONTRACTED SERVICES
14549064	OFFICE DEPOT	5/22/2019	$ 3,806.05	0100	INSTRUCTIONAL SUPPLIES
14549065	HOME DEPOT	5/22/2019	$ 2,235.50	0100	MAINTENANCE SUPPLIES
14549066	RUSS' BEE REMOVAL	5/22/2019	$ 600.00	0100	CONTRACTED SERVICES
14549067	EWING IRRIGATION	5/22/2019	$ 1,900.45	0100	GROUNDS SUPPLIES
14549068	COMPLIANCE POSTER COMPANY	5/22/2019	$ 114.10	0100	OFFICE SUPPLIES
14549069	STAPLES, INC.	5/22/2019	$ 280.97	0100	OFFICE SUPPLIES

Warrant ID	Payee	Payment Date	Total Warrant Amo	Fund	Description
14549070	WILLY'S ELECTRONIC SUPPLY CO.	5/22/2019	$ 104.34	0100	IT SUPPLIES
14549071	JONES SCHOOL SUPPLY CO., INC.	5/22/2019	$ 1,169.18	0100	INSTRUCTIONAL SUPPLIES
14549072	A-Z BUS SALES, INC.	5/22/2019	$ 1,895.98	0100	CONTRACTED SERVICES
14549073	YMCA OF SAN DIEGO COUNTY	5/22/2019	$ 70,197.40	0100	CONTRACTED SERVICES
14549074	SMART & FINAL	5/22/2019	$ 382.32	0100	REFRESHMENTS
14549075	PHONAK HEARING SYSTEMS	5/22/2019	$ 666.49	0100	INSTRUCTIONAL SUPPLIES
14549076	VALLEY INDUSTRIAL SPECIALTIES	5/22/2019	$ 72.08	0100	MAINTENANCE SUPPLIES
14549077	HENRY APONTE	5/22/2019	$ 258.21	0100	CONTRACTED SERVICES
14549078	AMAZON.COM, INC.	5/22/2019	$ 9,460.35	0100	INSTRUCTIONAL SUPPLIES
14549805	CRISTINA D'OLEIRE	5/23/2019	$ 88.58	0100	REIMBURSEMENT PATHWAY
14549806	NORMA LARA	5/23/2019	$ 115.71	0100	MILEAGE
14549807	JANELL WRIGHT	5/23/2019	$ 189.67	0100	REIMBURSEMENT CONFERENCE
14549808	SASHANAE BUCHANAN	5/23/2019	$ 216.20	0100	REIMBURSEMENT
14549809	RICARDO MEDINA	5/23/2019	$ 300.00	0100	PROFESSIONAL SERVICES
14549810	EVELYN'S FLOWERS AND GIFTS	5/23/2019	$ 225.00	0100	OFFICE SUPPLIES
14549812	NIRVANA BUSTOS	5/23/2019	$ 33.33	0100	REIMBURSEMENT PATHWAY
14549813	ELIZABETH ALVAREZ	5/23/2019	$ 233.28	0100	REIMBURSEMENT CONFERENCE
14550956	YOLANDA OLSZEWSKI	5/28/2019	$ 103.43	0100	REIMBURSEMENT PATHWAY
14550957	JESUS GALLARDO	5/28/2019	$ 31.49	0100	REIMBURSEMENT PATHWAY
14550958	SYLVIA LUGO	5/28/2019	$ 199.13	0100	REIMBURSEMENT PATHWAY
14551344	MUFG UNION BANK, N.A.	5/29/2019	$ 35,035.00	0100	PROFESSIONAL SERVICES
14551345	DELOITTE SERVICE LP	5/29/2019	$ 2,875.00	0100	REGISTRATION FEES
14551346	CHEVRON U.S.A. INC.	5/29/2019	$ 3,811.00	0100	CONTRACTED SERVICES
14551347	A-Z BUS SALES, INC.	5/29/2019	$ 3,879.00	0100	CONTRACTED SERVICES
14551348	PARENT INSTITUTE FOR QUALITY	5/29/2019	$ 8,000.00	0100	CONTRACTED SERVICES
14551349	SAN YSIDRO SCHOOL DISTRICT	5/29/2019	$ 9,384.87	0100	PCARD REPLENISH
14551350	ANTONIO RAMIREZ	5/29/2019	$ 876.96	0100	MILEAGE
14551871	WEX BANK	5/30/2019	$ 3,811.00	0100	GASOLINE
14551872	CHEVRON U.S.A. INC.	5/30/2019	$ 1,441.38	0100	CONTRACTED SERVICES
14551874	STANLEY CONVERGENT SECURITY	5/30/2019	$ 2,246.24	0100	CONTRACTED SERVICES
14552567	CASBO	5/31/2019	$ 2,500.00	0100	DUES & MEMBERSHIPS
14552568	WAL- MART COMMUNITY/GECRB	5/31/2019	$ 154.32	0100	PATHWAYS- INST. SUPPLIES
14553159	SITEONE LANDSCAPE SUPPLY	6/3/2019	$ 925.18	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Total Warrant Amo	Fund	Description
14553160	ARAMARK UNIFORM & CAREER APPAREL, LL	6/3/2019	$ 89.19	0100	CONTRACTED SERVICES
14553161	SAN DIEGO GAS & ELECTRIC	6/3/2019	$ 56,097.34	0100	UTILITIES
14553162	SCHOLASTIC , INC	6/3/2019	$ 1,130.52	0100	INSTRUCTIONAL SUPPLIES
14553163	ETA HAND2MIND	6/3/2019	$ 1,281.58	0100	INSTRUCTIONAL SUPPLIES
14553166	CDW GOVERNMENT LLC	6/3/2019	$ 474.91	0100	TECHNOLOGY SUPPLIES
14553168	ROCHESTER 100 INC.	6/3/2019	$ 270.00	0100	INSTRUCTIONAL SUPPLIES
14553170	R&L PERFORMANCE AUTO SERVICE	6/3/2019	$ 76.85	0100	CONTRACTED SERVICES
14553171	SIR SPEEDY PRINTING 02890	6/3/2019	$ 48.94	0100	OFFICE SUPPLIES
Total 0100			**$ 1,326,479.99**		
14543539	CONSTRUCTIVE PLAYTHINGS	5/9/2019	$ 2,181.59	1200	INSTRUCTIONAL SUPPLIES
14545330	BECKER'S SCHOOL SUPPLIES	5/14/2019	$ 301.37	1200	INSTRUCTIONAL SUPPLIES
14545334	WAXIE SANITARY SUPPLY	5/14/2019	$ 653.25	1200	CUSTODIAL SUPPLIES
14546709	WAXIE SANITARY SUPPLY	5/16/2019	$ 1,481.65	1200	CUSTODIAL SUPPLIES
14546710	SCHOLASTIC , INC	5/16/2019	$ 1,000.00	1200	INSTRUCTIONAL SUPPLIES
14548312	LORENA VARELA	5/21/2019	$ 443.45	1200	REIMBURSEMENT
14551343	THE REGENTS OF UNIVERSITY OF	5/29/2019	$ 4,504.50	1200	CONTRACTED SERVICES
14551873	MIRACLE PLAYGROUND SALES INC	5/30/2019	$ 656.25	1200	INSTRUCTIONAL SUPPLIES
14553165	POSITIVE PROMOTIONS	6/3/2019	$ 1,941.82	1200	INSTRUCTIONAL SUPPLIES
14553167	DISCOUNT SCHOOL SUPPLY	6/3/2019	$ 1,232.08	1200	INSTRUCTIONAL SUPPLIES
Total 1200			**$ 14,395.96**		
14536427	ANA BUSH	4/23/2019	$ 31.15	1300	MILEAGE
14538309	TECH-24	4/26/2019	$ 446.10	1300	CAFETERIA SUPPLIES
14538310	GOLD STAR FOODS	4/26/2019	$ 20,350.19	1300	CAFETERIA FOOD
14538311	HOLLANDIA DAIRY INC.	4/26/2019	$ 16,574.16	1300	CAFETERIA FOOD
14538312	OFFICE DEPOT	4/26/2019	$ 64.43	1300	OFFICE SUPPLIES
14538313	LLOYD PEST CONTROL CO.	4/26/2019	$ 448.00	1300	CONTRACTED SERVICES
14538314	AMERICAN PRODUCE DISTRIBUTORS	4/26/2019	$ 5,313.27	1300	CAFETERIA FOOD
14538315	GALASSO'S BAKERY	4/26/2019	$ 3,756.69	1300	CAFETERIA FOOD
14539274	K & M Foodservice	4/30/2019	$ 4,562.95	1300	CAFETERIA FOOD
14539276	DION INTERNATIONAL TRUCK INC.	4/30/2019	$ 1,200.30	1300	MAINTENANCE REPAIRS
14539277	SAFEWAY INC. -VONS DIVISION	4/30/2019	$ 176.47	1300	CATERING SUPPLIES
14539278	P&R PAPER SUPPLY COMPANY, INC.	4/30/2019	$ 2,862.70	1300	CAFETERIA SUPPLIES
14539279	CDE,CASHIER'S OFFICE	4/30/2019	$ 1,031.70	1300	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Total Warrant Amt	Fund	Description
14539280	CINTAS CORPORTION NO. 3	4/30/2019	$ 12,478.93	1300	CONTRACTED SERVICES
14546698	SELECTA INTERNATIONAL	5/16/2019	$ 966.62	1300	CAFETERIA FOOD
14546702	GOLD STAR FOODS	5/16/2019	$ 37,393.48	1300	CAFETERIA FOOD
14546712	HOLLANDIA DAIRY INC.	5/16/2019	$ 19,951.23	1300	CAFETERIA FOOD
14546713	P&R PAPER SUPPLY COMPANY, INC.	5/16/2019	$ 8,219.76	1300	CAFETERIA SUPPLIES
14546717	LLOYD PEST CONTROL CO.	5/16/2019	$ 224.00	1300	CONTRACTED SERVICES
14546718	ACE COOLING & FREEZING	5/16/2019	$ 2,478.84	1300	CONTRACTED SERVICES
14546723	AMERICAN PRODUCE DISTRIBUTORS	5/16/2019	$ 18,148.41	1300	CAFETERIA FOOD
14546724	GALASSO'S BAKERY	5/16/2019	$ 5,623.13	1300	CAFETERIA FOOD
14549811	ECOLAB	5/23/2019	$ 7,474.72	1300	CONTRACTED SERVICES
14553164	SAFEWAY INC. -VONS DIVISION	6/3/2019	$ 240.60	1300	CATERING SUPPLIES
14553169	SMART & FINAL	6/3/2019	$ 305.69	1300	CAFETERIA SUPPLIES
Total 1300			**$ 170,323.52**		
14544209	BAKER NOWICKI DESIGN STUDIO, LLP	5/10/2019	4293.50	2518	CONTRACTED SERVICES
14544210	CONAN CONSTRUCTION, INC	5/10/2019	49735.00	2518	CONTRACTED SERVICES
Total 2518			**$ 54,028.50**		
Grand Total			$1,565,227.97		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Information Technology
Todd Lewis, Director

INITIAL: MLew

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH VECTORUSA FOR MANAGED TECHNOLOGY SERVICES

BACKGROUND INFORMATION:
VectorUSA, one of Southern California's premiere technology companies that designs, builds and maintains data, voice, and video networks, has been assisting the District's Information Management Services Department with upgrading and support of the school's data network.

The District is requesting VectorUSA to provide Managed Technology Services for Network Infrastructure and Server Architecture. ▪ The Network Architecture includes services and support to assure that network equipment (switches, routers, firewalls, etc.) and wireless centralized equipment are managed in a consistent and complete manner throughout the school year. ▪ The Server Architecture includes services and support to assure server resources are managed in a consistent and complete manner. The services will include: 24x7x365 monitoring of all covered equipment; backup and patching of Operating Systems/Firmware of all critical centralized District Office systems including District Office servers and storage; remediation and maintenance services to restore failed equipment and outages; and a monthly time and material budget for Voice server and storage configuration management, moves, adds, and changes.

The agreement is aligned with the District's educational and financial goals. The term of the agreement is for one year (July 1, 2019 - June 30, 2020). The cost implication is $111,712.12 which includes the Maintenance and 12 months service. Additional costs may be incurred with District approval.

RECOMMENDATION:
Approve the agreement with VectorUSA for Managed Technology Services (Network and Server Architecture) at an estimated amount up to $111,712.12 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement,
Action 1.4: Continue to utilize current data system. Assess and evaluate system to determine effectiveness.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MLew

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$111,712.12 (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 of the Board

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of June, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

VectorUSA	(858) 875-5711
Company/Consultant	Telephone Number
9808 Waples Street, San Diego, CA 92121	
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2019 To: June 30, 2020

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.

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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant 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. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	VECTORUSA
Name:	Christie Lange
Title:	Account Executive
Address:	9808 Waples Street
City/State/Zip Code:	San Diego, CA 92121
Telephone:	(858) 875-5711
Email:	clange@vectorusa.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Todd Lewis
Title:	Chief Business Official	Director of Education Technology
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
Email:	Marilyn.adrianzen@sysdschools.org	Todd.lewis@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 to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

VECTORUSA
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

EXHIBIT A

SCOPE OF WORK/SERVICES

VectorUSA will provide professional Managed Technology Services to manage the network equipment for San Ysidro School District. Our service plan will be implemented in phases, as follows:

- Phase 1: Service Planning
- Phase 2: Inventory and Current-State Assessment
- Phase 3: Service Tier Mapping
- Phase 4: Managed Technology Services
- Additional Services (As Applicable)

Phase 1: Service Planning

Upon execution of an Agreement to continue Managed Technology Services to San Ysidro SD, VectorUSA's technical services team will coordinate a planning and update meeting with the District's management team. The project continuation meeting will review San Ysidro SD's overall goals for service implementation and confirm a mutually-agreeable service implementation schedule. VectorUSA will also update contact information for the District management team as required and on-site resources as required to manage technology services.

Phase 2: Inventory and Current State Review

VectorUSA's service team will review and verify all technical documentation made available by the current VectorUSA Managed Services teams and San Ysidro SD that will be required to manage their network and server infrastructure.

Phase 3: Service Tier Mapping

VectorUSA provides multiple tiers of service for managed technology infrastructure components based upon each customer's needs. Typically, managed service requirements fall into one of the five following service tiers; each successive service tier includes all services from the previous tier:

Service Tier 1: Component Monitoring (Basic)

This service tier provides basic monitoring of technology components to assure they are powered and available. Basic component statistics are limited to power, network availability, CPU and memory utilization, and temperature.

Service Tier 2: Component Monitoring (Full)

Full component monitoring includes comprehensive collection, evaluation and diagnosis of performance statistics, alarms and events for managed technology components to assure they are operating as designed and providing required services.

Service Tier 3: Component Maintenance

This service tier assures relatively static technology components/environments are appropriately maintained to assure continuous operation. Maintenance services include asset management, periodic backup, patch management, and replacement and reconfiguration of failed devices.

Service Tier 4: Component Management

Component management is typically required for more dynamic technology components/environments that require continuous evaluation, configuration, backup and review. Services include more frequent backup and patching, routine system performance reviews, configuration management and incident management.

Service Tier 5: Enterprise Management

Enterprise management services are typically required for technology environments that have stringent regulatory or compliance requirements, or where downtime of critical technology systems incurs potential liability or unacceptable costs to business operations. Enterprise management services include dedicated program management, change management, knowledge management, business continuity management and testing, and design management to limit system downtime to levels acceptable by the customer.

Upon completion of the inventory review with San Ysidro SD, VectorUSA will coordinate with District leadership to designate ("map") service tiers for all managed technology components under this renewal Agreement. VectorUSA will provide managed technology services for all in-scope components based upon their designated service tier(s), as follows:

VectorUSA Service Tiers for Managed Technology Components					
Managed Technology Services	Service Tier				
	1	2	3	4	5
24x7 Customer Service from VectorUSA Network Operations Centers Located in the USA	*	*	*	*	*
24x7 Monitoring of basic metrics (power, network response, CPU, memory and temperature)	*	*	*	*	*
Event Management, Communication and Escalation	*	*	*	*	*
Advanced Monitoring of Component Performance Statistics (I.e. application/operational logs, SNMP/WMI performance statistics, system services, etc.)		*	*	*	*
Incident Management		*	*	*	*
Monthly Performance Reporting		*	*	*	*
Service Level Management			*	*	*
Annual Configuration Backup and Archiving			*	*	*
Diagnosis of alerts and alarms, with recommendations for remediation			*	*	*
Remediation of Performance Issues within designated Service Level Agreement (SLA) Windows			*	*	*
Semi-Annual Operating System/Firmware Patching (as prudent/feasible)			*	*	*
Asset Management, including Return Merchandise Authorization (RMA) Management			*	*	*
Reconfiguration of Failed Components to Archived Configuration (Labor Only; Travel/Shipping not included)			*	*	*
Quarterly Performance Analysis and Customer Review			*	*	*
Ongoing (i.e. daily) Backup of System Configuration and Data				*	*
Bi-Monthly Patching of Server Operating Systems				*	*
Reconfiguration and Restoration of Failed Devices and Data within designated SLA Windows				*	*
Routine System Performance Monitoring and Tuning				*	*
Configuration Management				*	*
Named Program Manager					*
Monthly Management Reviews					*
Change Management (Including Customer Change Management Review/Approval)					*
Knowledge Management					*
Release/Deployment Management					*
Availability Management					*
Capacity Management					*
Identity Management					*
Root Cause Analysis					*
Annual Business Continuity/Disaster Recovery Testing					*
Installation/Provisioning of New Equipment					*
Component Refresh/Upgrade Management and Implementation[1]					*
Service Governance Committee					*

[1] Component refresh is limited to up to one-third (1/3) of managed components annually. Additional refresh services may be provided at Customer request on a Time and Materials basis.

VectorUSA will update the existing communications plan with San Ysidro SD personnel as necessary.

Phase 4: Managed Technology Services

VectorUSA and San Ysidro SD will mutually determine a start date for Managed Technology Services to continue under this Agreement. On the established date, VectorUSA shall resume management responsibilities as designated by the District in accordance with the established inventory of components in accordance with designated service tiers as described above.

Service Level Agreements (SLAs)

For all service tiers, monitoring, event management, incident management, diagnosis and remediation services will be provided twenty-four (24) hours per day, seven (7) days per week unless otherwise outlined in the communications plan. All other services will be provided during Normal Business Hours, which are Monday through Friday, 6AM to 6PM Pacific Time.

VectorUSA will provide all Managed Technology Services for San Ysidro SD in accordance with SLAs for the following service metrics:

Notification Window

- The time elapsed between VectorUSA receipt of an event, outage or service request and VectorUSA opening a ticket and assigning a resource to manage resolution.

Remote Response

- The time elapsed between VectorUSA receipt of an event, outage or service request and a qualified technical resource beginning remote work on resolving the ticket.

Onsite Response

- The time elapsed between VectorUSA receipt of an event, outage or service request and a qualified technical resource beginning work onsite (if necessary) to resolve the ticket.

Resolution

- The time elapsed between VectorUSA receipt of an event, outage or service request and resolution of the ticket[2].

SLA Target

- The minimum success rate (measured monthly) for VectorUSA to meet all SLAs for notification, response or resolution.

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[2] Compliance with any defined resolution SLA assumes San Ysidro SD's technology infrastructure components are architected to be restored within the resolution timeframe. VectorUSA will not be held responsible for missing SLA targets beyond our reasonable control based upon the architecture of each managed component or system.

SLAs for San Ysidro SD technology components are defined as follows:

Service Level Agreement						
Priority	Description	Notification Window	Remote Response	Onsite Response	Resolution	SLA Target
1	Entire site or major technology system is nonfunctional	30 min	2 hrs	NBD	N/A	90%
2	Partial site or major technology system is nonfunctional or significantly degraded	2 hrs	4 hrs	NBD	N/A	90%
3	Single centralized component is nonfunctional or performance is degraded	4 hrs	8 hrs	NBD	N/A	90%
4	Single endpoint is nonfunctional or performance degraded. Standard request for moves, adds and changes	8 hrs	24 hrs	48 Hrs	N/A	90%

* NBD = Next Business Day during Normal Business Hours

Onsite Services

Vector will provide onsite services defined in the Service Tier definition for each managed component at the following location(s):

Site	Address
San Ysidro School District: District Office	4350 Otay Mesa Road San Ysidro, CA 92173
San Ysidro Middle School	4345 Otay Mesa Rd. San Ysidro, CA 92173
Vista Del Mar Elementary	4885 Del Sol Blvd. San Diego, CA 92154
Willow Elementary	226 Willow Rd. San Ysidro, CA 92173
La Mirada Elementary	222 Avenida De La Madrid San Ysidro, CA 92173
Smythe Elementary	1880 Smythe Ave. San Ysidro, CA 92173
Sunset Elementary	3825 Sunset Lane San Ysidro, CA 92173
Ocean View Hills Elementary	4919 Del Sol Blvd. San Diego, CA 92154

Onsite response SLAs apply only for sites specifically listed, and only for equipment located in a typical office or data center environment. Onsite response SLAs for equipment located outdoors or industrialized locations (such as light poles, warehouses, manufacturing facilities, studios, etc.) are "best-effort" relevant to the location of the component and the availability of specialized equipment and/or safety protocols, as applicable that may be required to provide services.

Additional/Custom Services

VectorUSA will perform the following additional services for San Ysidro School District:

Additional Services
▫ VectorUSA will perform all other services on a Time and Materials basis. A Time and Materials "Budget" is included each month for the followingitems: o Thirty (30) Hours of Network Engineer / Systems Administrator time o Eight (8) Hours of Network Administratortime o Four (4) Hours of Systems Engineertime o The Time and Materials budget may be used for any service VectorUSA provides for the voice, wireless, and data systems as required. In the event a portion of the Time and Materials budget is unused, it will carry over throughout the term of the proposal until it isused. o Services other than the Network Engineer/Admin will be pro-rated according to the Time & Materials rates listed below in the pricingsection

Pricing

Pricing for Managed Technology Services is monthly based upon the type of device, application or service being managed and on the Service Tier defined by San Ysidro SD. VectorUSA's pricing below is based upon our current understanding of San Ysidro SD's network technology inventory and best practices for similar environments. The final cost may vary depending upon additional inventory discovered during service implementation and/or different Service Tiers defined by San Ysidro SD. VectorUSA will coordinate with San Ysidro SD on a quarterly basis to review quantities of managed network and system components ("Resource Units") as required.

MANAGED SERVICES PRICING – NETWORK & SERVERS					
MANAGED RESOURCE (DESC)	SERVICE/RESOURCE UNIT (RU)	QTY	SERVICE TIER	EACH	TOTAL
DO - Fortinet 1500D	NW-Firewall	1	ST4 (Management)	$ 395.24	$ 395.24
DO - Cisco ISR Routers	NW-Router	2	ST4 (Management)	$ 345.83	$ 691.66
DO - Cisco Cat 4500 Core Switch	NW-Switch (L3)	1	ST4 (Management)	$ 103.77	$ 103.77
DO - Cisco Cat 3k Switches	NW-Switch (L3)	16	ST1 (Monitor U/D)	$ 5.23	$ 83.68
DO – FortiAnalyzer	NW-Appliance	1	ST2 (Monitor Full)	$ 43.61	$ 43.61
School Sites - Core Switches	NW-Switch (L3)	7	ST1 (Monitor U/D)	$ 5.23	$ 36.61
School Sites - Edge Switches	NW-Switch (L3)	13	ST1 (Monitor U/D)	$ 5.23	$ 67.99
All Sites - WLC Controllers	NW-Wireless Controller	8	ST2 (Monitor Full)	$ 43.61	$ 348.88
School Sites - Routers	NW-Router	7	ST1 (Monitor U/D)	$ 5.23	$ 36.61
District Office (DO) - Cisco Call Manager	VoIP-Call Manager	2	ST2 (Monitor Full)	$ 91.54	$ 183.08
DO - Cisco Unity Connection	VoIP-Voicemail Server	1	ST2 (Monitor Full)	$ 123.93	$ 123.93
DO - HP Hyper-V Hosts	SVR-Hyper-V	3	ST4 (Management)	$ 335.33	$ 1,005.99
DO - HP MSA SAN	STO-SAN/NAS Small (<10TB)	1	ST4 (Management)	$ 223.56	$ 223.56
Backup Storage Repository [Veeam/NetBackup]	STO-Backup Appliance	1	ST4 (Management)	$ 447.09	$ 447.09
DO – Windows VMs	SVR-Windows (P/V)	17	ST1 (Monitor U/D)	$ 5.23	$ 73.22
DO – Domain Controllers/ DHCP/DNS/Backup	SVR-Windows (P/V)	3	ST1 (Management)	$ 5.23	$ 15.69
VDM Elementary – NAS (NASF7C42A)	STO-SAN/NAS Small (<10TB)	1	ST1 (Monitor U/D)	$ 5.23	$ 5.23
T&M Budget – Network/ Router/Firewall Config Work	LAB(H)-Network Engineer, STD	30	ST4 (Management)	$ 130.49	$ 3,914.70
T&M Budget – Server Configuration Work	LAB(H)-Systems Engineer	4	ST4 (Management)	$ 150.15	$ 600.60
T&M Budget – Network MAC Work	LAB(H)-Network Administrator	8	ST4 (Management)	$ 102.64	$ 821.12
Total Managed Services Charge (Monthly)					$ 9,222.26
1-Year Nagios XI Licensing Maintenance [up to 200 Devices] - Annual					$ 1,045.00
Total Price (Maintenance and 12 Months Service)					$ 111,712.12

Prices above are for all services defined in corresponding service tiers for each component. Onsite services are included only for San Ysidro SD site(s) designated in this Proposal in accordance with defined service tiers. Onsite services for equipment located outdoors or industrialized locations (such as light poles, warehouses, manufacturing facilities, studios, etc.) may incur additional charges dependent upon environmental conditions.

Additional services provided at San Ysidro SD's request will be billed at the following discount Time and Materials rates:

Time and Materials Rates for Additional Services		
Resource	Standard Rate	Discount Rate
Technology Consultant	$300.00	$229.00
Senior Network Engineer/Systems Engineer	$195.00	$150.15
Network Engineer/Systems Administrator	$165.00	$130.49
Network Administrator	$150.00	$102.78
Desktop Analyst/NOC Analyst	$125.00	$99.80
Structured Cabling Technician	$95.00	$87.70
CAD Specialist	$105.00	$97.50

Minimum service increments for services billed on a Time and Materials basis are as follows:

- Remote Assistance Service Appointment: 30 Minute Minimum
- Onsite Service Appointment 120 Minute Minimum

Travel charges and expenses to the San Ysidro SD location for all onsite work requested by San Ysidro SD will be charged at the rates below. These charges will be invoiced in addition to any onsite service appointment minimums for Time and Materials work.

Site	Address	Travel Charge (Hours)	Travel Expenses
San Ysidro SD: District Office	4350 Otay Mesa Road San Ysidro, CA 92173	0.5	N/A
(7) School Sites	Site Addresses in Above Table	0.5	N/A

San Ysidro SD requests for emergency after-hours services[3] that are not specifically included in the Scope of Work will be invoiced at 1.5 times the discount rates shown above, including applicable travel charges. Request for any services on Federal Holidays[4] will be invoiced at 2.0 times the discount rates shown above, including applicable travel charges.

All billable travel shall be approved by San Ysidro SD in advance.

Duration, Invoicing and Payment

VectorUSA anticipates that Managed Technology Services shall commence on the first calendar day of the month following contract execution and end one year from that date. Managed Technology Services shall be billed on a monthly basis in advance.

Time and Materials services in addition/excess to any monthly labor resources provided will be billed at the end of the month in which they are accrued.

Materials required on to resolve technical issues are not included and will be quoted separately upon request.

Payment of invoices is due NET 30.

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[3] Emergency after-hours services are defined as remote or onsite services that are not scheduled at least forty eight (48) hours in advance, and are performed between 6PM and 6AM Monday through Friday, or any time Saturday or Sunday.

[4] A list of Federal Holidays may be found at http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/.

EXHIBIT A – Approval

VECTORUSA	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2018

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

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

INITIAL CVR

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 19/20-0007 AND CONTRACT WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION FOR THE 2019-20 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)

BACKGROUND INFORMATION:
Adopting a resolution is required to certify the approval of the San Ysidro Elementary School District Governing Board to enter into contract with the California State Department of Education for the purpose of providing Preschool & Child Development Programs for children three and four years of age during the fiscal year 2019-2020.

The funds from Contract No. CSPP-9470 in the amount of $1,344,273.00 will be used to fund preschool classes at various District sites during 2019-20 school year.

RECOMMENDATION:
Approve the adoption of the California Department of Education's Resolution No. 19/20-0007 designating authorized representatives to sign contract documents and approve the California State Preschool Program (CSPP) Contract No. CSPP-9470 funding source for the Preschool & Child Development Programs, school year 2019-20.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications? ☒ Yes ☐ No

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

Requisition #

REVENUE $1,344,273.00	Preschool & Child Development	
(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

RESOLUTION NO. 19/20-0007

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

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

authorizes entering into local agreement number/s CSPP-9470 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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

PASSED AND ADOPTED THIS 13th day of June 2019, by the

Governing Board of San Ysidro Elementary School District

of San Diego County, California.

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

(Clerk's signature)

June 13, 2019
(Date)

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 19 - 20

DATE: July 01, 2019

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-9470
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 37-6837-00-9

CONTRACTOR'S NAME: SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed $48.16 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of $1,344,273.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 27,915.0
Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING: Gina A. Potter, Ed.D. Superintendent
TITLE: Contract Manager	ADDRESS: 4350 Otay Mesa Road, San Ysidro, CA 92173

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 1,344,273	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE) 0656 23038-6837			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 1,344,273	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
San Ysidro Elementary School District	95-600-2821
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Gina A. Potter, Ed.D. Superintendent	
Date Executed	*Executed in the County of*
June 13, 2019	San Diego

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<table>
<tr><td>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Proposer/Bidder Firm Name (Printed)
San Ysidro Elementary School District</td><td>Federal ID Number
95-600-2821</td></tr>
<tr><td colspan="2">By (Authorized Signature)</td></tr>
<tr><td colspan="2">Printed Name and Title of Person Signing
Gina A. Potter, Ed.D. Superintendent</td></tr>
<tr><td>Date Executed
June 13, 2019</td><td>Executed in the County and State of
San Diego County, California</td></tr>
</table>

CONTRACT CHECKLIST

Please note that every form is required.

Contractor name San Ysidro Elementary School District **Contract #** CSPP-9470

Place a check mark next to each item being returned.

- ☐ Checklist
- ☐ **Two (2)** signed (in **blue ink**) child care contracts with original signatures
  - **Did you include your printed name, title, and address?**
  - **Is all of the contract language visible?**
- ☐ **Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
  - **Did you fill in ALL spaces including Federal ID Number?**
- ☐ **Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- ☐ Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

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

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH WESTED FOR THE EARLY MATH INITIATIVE RESEARCH PROJECT

BACKGROUND INFORMATION:
Young children from low-income families, relative to their middle class peers, tend to receive less support for mathematical development in their home and preschool environments. As a result, many economically disadvantaged children are not ready for mathematics when they enter school. In response to these concerns, the Early Math Initiative is a five-year WestEd project designed to help Federal and State funded preschool programs enhance mathematical development and learning in young children, including supporting the home environment and kindergarteners in high poverty districts. This state-wide project in California is funded by the U.S. Department of Education's Office of Innovation & Improvement grant. WestEd will provide free evidence-based curriculum, *Pre-K Mathematics*, along with the educational tools and strategies that are needed to support children's mathematical development. Staff will take part in workshops and trainer institutes that will focus on teaching the curriculum and also provide technical assistance for the continuous improvement of implementation of *Pre-K Mathematics*. The Memorandum of Understanding is effective as of the date of execution and expires 6/30/2024.

RECOMMENDATION:
Approve the agreement with WestEd for the Early Math Initiative Research Project to be conducted at the Preschool & Child Development Programs at no cost to the District.

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 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	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

THE EARLY MATH INITIATIVE: SCALING AN INNOVATIVE INTERVENTION TO PREPARE CHILDREN FOR ELEMENTARY SCHOOL MATHEMATICS

MEMORANDUM OF UNDERSTANDING

This Agreement is between **San Ysidro School District** (the "DISTRICT") and **WestEd** ("WESTED"), which will be represented by Drs. Prentice Starkey and Alice Klein (the "Principal Investigators"), for the purpose of implementing the research project, *The Early Math Initiative: Scaling an Innovative Intervention to Prepare Children for Elementary School Mathematics* (the "Project") in DISTRICT prekindergarten and kindergarten classrooms. This agreement is effective as of **5/30/2019.**

A. DISTRICT offers WESTED research opportunities within the publicly funded prekindergarten (PK) classrooms that enroll 4-year-old students, and kindergarten (K) classrooms at the same elementary school sites.

B. WESTED will conduct all professional development and research activities in consultation with DISTRICT.

C. The parties will both benefit from the Project by identifying effective interventions to improve school readiness and subsequent achievement in math of students from low-income families.

The parties agree as follows:

I. GENERAL INFORMATION ABOUT THE PROJECT

A. At the beginning of the Project, the Principal Investigators, in consultation with DISTRICT staff, will identify (n) PK classrooms to participate in the Project. Classrooms that primarily serve students who are monolingual speakers of languages other than English or Spanish will not be included due to assessment constraints. No further approval by DISTRICT staff (teachers, principals, others) or the school board is required for these units to be made available for participation in the study.

B. Students enrolled with DISTRICT and assigned to the Treatment condition will receive *Pre-K Mathematics* curriculum, developed at UC Berkeley and WESTED, in PK and an instructional support system for mathematics instruction in K. Students enrolled with DISTRICT and assigned to the Control condition will continue to utilize the mathematics instruction currently practiced in DISTRICT classrooms. Refer to Section V(A).

C. The starting date and length of each Project implementation period shall be determined by mutual agreement.

D. Project implementation and activities to be afforded under this agreement shall only include *The Early Math Initiative: Scaling an Innovative Intervention to Prepare Children for Elementary School Mathematics* research project.

II. COMPLIANCE WITH FERPA

A. WestEd will comply with the provisions of FERPA in all respects. For purposes of this agreement, WestEd will use data collected and shared under this agreement for no purpose other than research authorized under §99.31 (6)(iii) of Title 34, Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, WestEd will not disclose any data contained under this agreement in a manner that could identify any individual student or the student's parent(s)/guardian(s), per 34 CFR §99.31 (6)(ii)(A), except as authorized by FERPA. For the purposes of this agreement, WestEd is receiving education records data through the "studies" exception of FERPA.

B. WestEd will abide by information redisclosure limitations per 34 CFR §99.33 (a)(1); §99.33 (a)(2). Data that contain personal information from students' education records are protected by the FERPA (20 U.S.C. §1232g) and may not be re-released without consent of the parents or eligible students.

C. WestEd will destroy all data obtained under this agreement when they are no longer needed for the purpose for which they were obtained in compliance with 34 CFR §99.31(6)(ii)(B); §99.35 (b)(2), or returned to the DISTRICT REPRESENTATIVE

D. Confidentiality

1) WestEd and its contractors agree to take all necessary precautions to safeguard the data and comply with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).

2) Personally identifiable information will only be used for the Project as identified in this MOU.

3) WestEd will limit access to personally identifiable information to only those individuals working on the EMI Project who have legitimate interests in the personally identifiable information and on a need-to-know basis.

4) WestEd will take steps to maintain the confidentiality of personally identifiable information at all stages of the EMI Project.

5) No individual shall be identifiable in any reports, publications, or other documents created by WestEd or its contractors with the use of data.

6) WestEd will destroy all personally identifiable information when it is no longer needed for the EMI Project and no later than 60 days after the expiration of this

MOU. The parties may amend the MOU to extend the time period if needed; however, such amendment must be in accordance with Section X(A) of this MOU.

7) In accordance with the data sharing polices of WestEd's prime funder, the US Department of Education, all de-identified data will be retained by WestEd beyond the conclusion of the EMI Project and the term of this MOU and may be shared with other researchers in the spirit of stimulating new advances in education research. Any third party wishing to use the de-identified data will be required to complete a Data Use Agreement with confidentiality terms similar to this MOU prior to gaining access to the de-identified data.

E. Definitions

1) "Data" as used in this MOU refers to the following: Student-level variables retrieved from the District - the variables below will be requested for individual students participating in the EMI Study.

- Student name and school ID number
- Student's date of birth
- IEP status (yes/no) (if applicable)
- Grade level
- Gender
- Race/Ethnicity
- Student's enrollment status and classroom teacher
- Student eligibility for free- or reduced-price lunch (if applicable)
- English Learner status
- Student grades in mathematics

2) "Personally identifiable information" as used in this MOU shall mean any information or data that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to any of the following: student's name, student identification number, and student's date of birth.

3) "De-identified data" as used in this MOU shall mean data that has been stripped of all Personally Identifiable Information.

III. TERMS AND TERMINATION

A. This MOU is effective as of the date of execution and expires 6/30/2024

B. Either party may terminate this MOU upon 30 days prior written notice to the other party.

C. Either party can request/provide information through the identified contacts as given in Section XII.

SPRING 2019: PROJECT PREPARATIONS FOR COHORT 1 PRE-KINDERGARTEN

IV. WESTED RESPONSIBILITIES - 2018-2019 ACADEMIC YEAR

Administrator Meeting: WESTED Project staff will schedule a meeting with DISTRICT administrative staff in the summer preceding a new academic year to discuss upcoming Project activities.

2019-2020: RANDOM ASSIGNMENT OF CLASSROOMS AND IMPLEMENTATION OF INTERVENTION IN PRE-K TREATMENT CLASSROOMS

V. WESTED RESPONSIBILITIES - 2019-2020 ACADEMIC YEAR

A. Random Assignment of Classrooms and Teachers: (n) PK classrooms will be selected and randomly assigned to one of the two conditions as described below. To the extent possible, length of the classroom day (full day vs. part day) and linguistic proficiency of the students will be taken into consideration during random assignment.

1) Treatment: One year of PreK Mathematics intervention
2) Control: Business as Usual

B. Professional Development:

PK Trainers: WESTED project staff will provide a 2-Day Trainers' Institute to local DISTRICT staff prior to the start of implementation. The Trainers' Institute will provide direct instruction on the first half of *Pre-K Mathematics* curriculum. There will also be 2 days of training in the field on coaching methods and procedures for collecting implementation data. Another 2-Day Trainers' Institute will be held in the winter on the second half of the *Pre-K Mathematics* curriculum. Regional trainers will support local trainers through approximately 4 co-fidelity visits throughout the school year.

PK Treatment Teachers: WESTED Project staff in conjunction with local trainers will conduct total of 6 days of teacher workshops on the *Pre-K Mathematics* curriculum for participating PK Treatment teachers; they will be scheduled throughout the year at DISTRICT's convenience. In addition, Project staff or local trainers will provide on-site mentoring for these teachers and will assess their fidelity of implementation of the curriculum intervention. On-site mentoring in the classrooms will occur approximately every two weeks to provide support for curriculum implementation.

C. Materials/Supplies: WESTED will provide a *Pre-K Mathematics* curriculum book and all materials needed to implement the curriculum and home math activities to participating PK Treatment teachers.

D. Compensation to Participating PK Teachers: WESTED agrees to compensate participating PK teachers in the following manner:

PK Teachers:

1) Treatment and Control teachers in participating PK classrooms will receive $100 in gift cards for completing a Teacher Pedagogical Knowledge Survey and gift cards ranging $25-$100, for completing the Child Behavior Questionnaire (the actual value given will depend on the number of students the teachers will have to complete the questionnaire for).

2) PK Treatment teachers shall receive a training honorarium of $1200 from grant funds for implementing a full year of PreK Mathematics curriculum as described below in the section VI.B.(1-4); $600 following the Fall project activities, and $600 following the Spring project activities.

E. Data Collection:

1) Teacher Data Collection: Participating PK teachers (Treatment and Control) will complete a Teacher Pedagogical Knowledge Survey.

2) Classroom Data Collection: WESTED Project staff will conduct classroom observations once a year in the participating PK Treatment and Control classrooms.

3) Child Data Collection: Students' mathematical knowledge will be assessed in two 30-minute sessions in Fall (pretest) and Spring (posttest) by WESTED and its contractors. Child Behavior Questionnaire will be collected for each Project student in Winter.

F. Administrator Meeting: WESTED Project staff will schedule a meeting with DISTRICT administrative staff, trainers, and teachers at the end of the school year to discuss upcoming Project activities and develop continuous improvement plan.

VI. DISTRICT RESPONSIBIILTIES – 2019-2020 ACADEMIC YEAR

A. Administrator Responsibilities:

1) DISTRICT will select and provide names of classroom teachers prior to random assignment. Teachers who agree to fully participate in the Project will then be randomly assigned to either Treatment or Control status and PK classrooms and teachers will maintain Treatment and Control status from Fall 2019 through the end of the 2019-2020 academic year. Administrator will explain the project and teachers' participation to relevant staff members as needed. Teacher attrition will be addressed by DISTRICT assigning replacement teachers who will participate in the condition assigned.

2) To the extent possible, DISTRICT will place at least 10-15 four-year-old students in each participating PK class, who (1) will be age-eligible for kindergarten entry in the 2020-2021 school year, (2) are zoned for the attendance at the corresponding kindergarten based on home address or per DISTRICT's enrollment policy and (3) qualify for free or reduced lunch. DISTRICT will provide WESTED a list of the eligible students in each classroom within the first week of school. It is recognized that this is dependent on sufficient numbers of eligible 4-year-olds being enrolled at the school in which the classroom is situated.

3) To the extent possible, students will maintain Treatment and Control status throughout the 2019-2020 academic year, thus DISTRICT will assist WESTED with monitoring participating students' enrollment during the school year. In the event a student transfers to a different school within the DISTRICT mid-year, and the new school contains a classroom of the same condition as the student, efforts will be made to place the student in that participating classroom.

B. Teacher Responsibilities:

PK Treatment Teachers: Teachers in PK Treatment classrooms will learn the *Pre-K Mathematics* curriculum and will implement the intervention with their participating PK students. DISTRICT PK teachers participating in the Treatment classrooms will:

1) Attend a Fall Workshop (August/September) to receive training on implementing the first half of the PK math curriculum.

2) Attend a Spring Workshop (January/February) to receive training on implementing the second half of the PK math curriculum.

3) Implement the PK math curriculum according to a curriculum plan provided.

4) Collaborate with WESTED researchers in data collection within established timelines.

PK Control Teachers: DISTRICT teachers in participating PK Control classrooms will continue with their present classroom practices, and they will collaborate with WESTED researchers in data collection within established timelines.

C. Professional Development: DISTRICT will provide release time to local trainers to attend Trainers' Institute and for local trainers and PK treatment teachers to attend introductory and curriculum workshops. If possible, DISTRICT will provide meeting space for above workshops. Local DISTRICT staff (local trainers) will provide ongoing coaching to treatment teachers in their classrooms.

D. Data Collection: Teachers will be contacted to schedule data collection.

1) Parental Consent: Principal Investigators or WESTED Project staff will notify DISTRICT administrator before initial contact is made with parents. WESTED

Project staff will work collaboratively with teachers to seek parental consent for child assessments. Parents or guardians of students will be informed that their participation in the research is voluntary and that they have the right to end their participation at any time. Parents will be asked to provide written consent for their child to participate in the child assessments associated with the research project.

2) Teacher Data Collection: All participating PK teachers will complete a pedagogical content knowledge in mathematics in the Fall of 2019. Teachers will be compensated for completing this questionnaire in accordance with section V.D.1 of this agreement.

3) Classroom Data Collection: All participating PK teachers will allow WESTED Project staff to conduct 1 classroom observation during the year.

4) Child Data Collection: DISTRICT will provide space at each school site to conduct the assessments with minimal disruption. Participating PK teachers will complete Child Behavior Questionnaire for each participating student in the Winter of 2019. Teachers will be compensated for completing this questionnaire in accordance with section V.D.1 of this agreement.

2020-2021: IMPLEMENTATION OF INTERVENTION IN PRE-K CONTROL CLASSROOMS

VII. WESTED RESPONSIBILITIES - 2020-2021 ACADEMIC YEAR

A. Professional Development:

PK Control Teachers: Professional development staff from WESTED, in conjunction with local trainers, will conduct math curriculum workshops on the *Pre-K Mathematics* curriculum for participating PK Control teachers, will provide on-site mentoring for those teachers, and will assess their fidelity of implementation of the curriculum intervention. On-site mentoring in the classrooms will occur approximately once every two weeks to provide support for curriculum implementation.

B. Materials/Supplies: WESTED will provide the *Pre-K Mathematics* curriculum and all materials needed to implement the curriculum and home math activities to participating PK Control teachers.

C. Compensation to Participating PK Teachers and Administrators: WESTED agrees to compensate participating teachers in the following manner:

Teachers:

1) Participating PK Control teachers shall receive a training honorarium of $1200 from grant funds; $600 following the Fall project activities, and $600 following the Spring project activities.

D. Administrator Meeting: WESTED Project staff will schedule a meeting with DISTRICT administrative staff, trainers, and teachers at the end of the school year to share research findings to date and develop continuous improvement plan.

VIII. DISTRICT RESPONSIBIILTIES – 2020-2021 ACADEMIC YEAR

A. Teacher Responsibilities:

PK Control Teachers: DISTRICT teachers in participating Control classrooms will continue with their present classroom practices, and they will collaborate with WESTED researchers in data collection within established timelines.

B. Professional Development: DISTRICT will provide release time to PK Control teachers to attend workshops, and if possible, will provide meeting space for workshops.

IX. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for 5 years, terminating on June 30, 2024.

B. Termination. This Agreement may be terminated by either party at any time without cause by the written agreement or upon 30 days' advance written notice by one party to the other for any reason.

X. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Limitation of Liability. Each party shall bear all costs, risks and liabilities incurred by it arising out of its obligations under this agreement. Neither party shall have any right to any reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing by both parties.

D. Dispute Resolution. The parties shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Disputes") arising out of or relating to this agreement. The parties shall discuss any such Dispute no later than 30 days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No suit, arbitration or other proceeding may be commenced before the parties have met pursuant to this provision, except as described herein.

In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered in either San Diego or San Francisco, California and 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, or San Francisco, California, but only after dispute resolution as provided herein. The decision of the arbitrator shall be

final and conclusive upon the parties. Judgement on the award rendered by the arbitrators may be entered in any court having jurisdiction.

Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

E. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. Indemnification. WESTED shall defend, indemnify and hold the District, its officials, officers, employees, and agents harmless from any and all claims, damages, and causes of action, arising out of any negligent acts, or omissions, or willful misconduct of WESTED, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the WESTED's services, the Project or this Agreement.

XI. HUMAN SUBJECTS PROTECTION

In carrying out activities with, the Principal Investigators will abide by all codes of conduct on Protection of Human Subjects in Research as defined by the United States Department of Education (DOED) regulations; stay reasonably close to the terms of the Agreement, proposal, or commonly agreed upon activities; or notify WESTED of any significant changes to activities

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

WestEd
730 Harrison Street
San Francisco, CA 94107-1242

XII. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

San Ysidro School District		**WestEd**	
By:	_____	**By:**	_____
Name:	Marilyn Adrianzen	**Name:**	Prentice Starkey
Title:	Chief Business Services	**Title:**	Principal Investigator
Date:	Click here to enter a date.	**Date:**	Click here to enter a date.
	Board Approved: _____		

	Site Contact		
Name:	Lorena Varela-Reed	**By:**	
Title:	Director, Preschool & Child Dev.	**Name:**	Alice Klein
	619-428-2352	**Title:**	Principal Investigator
		Date:	Click here to enter a date.

	District Contact		
Name:	Manuela Colom	**By:**	
Title:	Executive Director, Curriculum,Instruction & Innov.	**Name:**	Michael Neuenfeldt
	619-428-4476 x3027	**Title:**	Director of Finance & Contracts
		Date:	Click here to enter a date.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GALASSO'S BAKERY – TERM EXTENSION

BACKGROUND INFORMATION:
In efforts to improve the quality of meals served in our cafeterias, Nutrition Services is recommending to extend the agreement with Galasso's Bakery to continue providing whole wheat bread. Galasso's Bakery offers a variety of healthier bread choices that meet the guidelines of our new menus. The vendor has agreed to provide the required quantities of bread each and every day to meet the nutritional guidelines of our new menus. Galasso's Bakery will provide services to the District from July 1, 2019 through June 30, 2020.

RECOMMENDATION:
Approve the agreement with Galasso's Bakery to extend the term to 2019-20 school year to provide whole wheat bread to all school's cafeterias.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
Based on purchases (Amount)	Child Nutrition (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

GALASSO'S

BAKERY

May 30, 2019

Evelyn Zarzosa,
Director of Child Nutrition Services
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Regarding : 2019-2020 Fresh Bread Prices

Dear Ms. Zarzosa,

Below is our fresh bread pricing for the 2019 - 2020 school year. The Prices below reflect an increase due to the rapid rising costs of labor, and fuel, along with a substantial increase in the the Consumer Price Index (CPI). These prices will be effective 07/01/2019 through 06/30/2020.

We are requesting that all small orders, less than $75, be consolidated in an effort to control costs and make our service as efficient as possible.

Any additional items that are required can be added to your authorized product list by contacting: Albert Armenta. (714) 292-6638 or **aarmenta@galassos.com**

Please confirm by signing below, and returning to my office via fax, e-mail or mail.

Thank you for your support. We look forward to working with you for the upcoming school year!

Sincerely,

Mark Bailey, CFO
Galasso's Bakery

San Ysidro School District agrees to extend the terms and conditions, as indicated, for the 2019 - 2020 school year. Effective from July 01, 2019 through June 30, 2020

Signature of authorized representative

Date

Marilyn Adrianzen, Chief Business Official
Print or type name

Board Approved:

Galassos Bakery 10820 San Sevaine Way Mira Loma CA 91752 951-360-1211 Fax 951-360-0427

GALASSO'S
BAKERY

San Ysidro School District
2019/2020 School Year Price List

Item #	Product Description	2018/2019 Price	2019/2020 Price
00201	French Roll 6" Non-Sliced 12pk	3.10	3.21
00505	Whole Grain Soft bread stix 8" 12pk	1.80	1.86
01206	White Pullman 24oz., 1/2" Slice 36ct	2.00	2.07
02109	100% Whole Wheat Pillow 24oz., 1/2" Slice	2.00	2.07
02116	White Whole Wheat 6" Hot Dog 12pk	2.20	2.27
02119	White Whole Wheat Pullman 24oz., 1/2" Slice	2.30	2.38
02133	White Whole Wheat 4" Hoagie Hinged 12pk	3.20	3.31
02134	White Whole Wheat 3.5" Hamburger Bun 12pk	2.20	2.27
02145	White Whole Wheat 4" Seeded Hamburger Bun 12pk	2.26	2.34
02228	White Whole Wheat T-Biscuit	1.75	1.81
02486	Wheat Dinner Rolls 1.3oz.,12pk	1.55	1.65
07062	100% Whole Wheat Bagel 6pk	2.59	2.68
07063	Cinnamon Raisin Bagel 6pk	2.59	2.68
07064	Plain Bagel 6pk	2.59	2.68
07065	Onion Bagel 6pk	2.59	2.68
07066	White Whole Wheat Blueberry Bagel 6pk	2.59	2.68
07069	Bagel-Mini 10pk	3.00	3.10
07072	Blueberry Bagel 6pk	2.59	2.68
07073	White Whole Wheat Bagel 6pk	2.59	2.68
07074	White Whole Wheat Cinnamon Raisin Bagel 6pk	2.59	2.68
07111	English Muffin 6pk	1.25	1.70
07114	100% Whole Wheat English Muffin 6pk	2.00	2.00
07209	Croissant 6pk	3.75	3.88

PT-1770 Galassos Bakery 10820 San Sevaine Way Mira Loma CA 91752 951-360-1211 Fax 951-360-0427

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH JOHNSON CONTROLS

BACKGROUND INFORMATION:
Fire suppression systems are used to extinguish or prevent the spread of fire in a building. Suppression systems use a combination of dry chemicals and/or wet agents to suppress equipment fires.

The District would like to retain the services of Johnson Controls to perform necessary inspections and diagnostic tests for the accessible kitchen ansul hood systems currently connected to the kitchen fire suppression system. The following school sites have this type of equipment and will be tested/inspected:

- Sunset School
- Willow School
- Ocean View Hills School
- San Ysidro Middle School

RECOMMENDATION:
Approve the agreement with Johnson Controls to provide preventive inspections and diagnostic tests of kitchen hood fire suppression systems in the amount of $2,832.00 from the Child Nutrition fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,832.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Johnson Controls

SERVICE SOLUTION

Customer:
San Ysidro School District
Date: 22-MAY-19
Proposal #:636782
Term:01-JUL-19 to 30-JUN-20

Billing Customer:
San Ysidro School District
4350 Otay Mesa Rd
Attn: Accounts Payable
SAN YSIDRO, CA 92173-0000

Service Location:
San Ysidro S.D./Ocean View Hil
4919 Del Sol Blvd
SAN DIEGO, CA 92154-0000

Johnson Controls Fire Protection LP
Sales Representative:
BETSY A HOLLIS-MATHENY
3568 Ruffin Rd
SAN DIEGO, CA 92123-1103
betsy.hollismatheny@jci.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
KITCHEN HOOD TEST & INSPECT ANSUL HOOD SYSTEM Single Tank Suppression System	1	Semi-Annual	
		KITCHEN HOOD TEST & INSPECT Total:	$708.00
		Total Recurring Annual Investment:	$708.00

Johnson Controls

SERVICE SOLUTION

Customer:
San Ysidro School District
Date: 22-MAY-19
Proposal #:636782
Term:01-JUL-19 to 30-JUN-20

Billing Customer:
San Ysidro School District
4350 Otay Mesa Rd
Attn: Accounts Payable
SAN YSIDRO, CA 92173-0000

Service Location:
San Ysidro S.D./San Ysidro Mdl School
4345 Otay Mesa Rd
SAN YSIDRO, CA 92173-0000

Johnson Controls Fire Protection LP
Sales Representative:
BETSY A HOLLIS-MATHENY
3568 Ruffin Rd
SAN DIEGO, CA 92123-1103
betsy.hollismatheny@jci.com

INVESTMENT SUMMARY

(***Excludes applicable Sales Tax*** ▪ ***Service Solution Valid for 45 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
KITCHEN HOOD TEST & INSPECT ANSUL HOOD SYSTEM Single Tank Suppression System	1	Semi-Annual	
		KITCHEN HOOD TEST & INSPECT Total:	$708.00
		Total Recurring Annual Investment:	$708.00

Johnson Controls

SERVICE SOLUTION

Customer:
San Ysidro School District
Date: 22-MAY-19
Proposal #:636782
Term:01-JUL-19 to 30-JUN-20

Billing Customer:
San Ysidro School District
4350 Otay Mesa Rd
Attn: Accounts Payable
SAN YSIDRO, CA 92173-0000

Service Location:
San Ysidro S.D./Sunset School
3825 Sunset Ln
SAN YSIDRO, CA 92173-0000

Johnson Controls Fire Protection LP
Sales Representative:
BETSY A HOLLIS-MATHENY
3568 Ruffin Rd
SAN DIEGO, CA 92123-1103
betsy.hollismatheny@jci.com

INVESTMENT SUMMARY

(***Excludes applicable Sales Tax*** ▪ ***Service Solution Valid for 45 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
KITCHEN HOOD TEST & INSPECT ANSUL HOOD SYSTEM Single Tank Suppression System	1	Semi-Annual	
		KITCHEN HOOD TEST & INSPECT Total:	$708.00
		Total Recurring Annual Investment:	$708.00

Johnson Controls

SERVICE SOLUTION

Customer:
San Ysidro School District
Date: 22-MAY-19
Proposal #:636782
Term:01-JUL-19 to 30-JUN-20

Billing Customer:
San Ysidro School District
4350 Otay Mesa Rd
Attn: Accounts Payable
SAN YSIDRO, CA 92173-0000

Service Location:
San Ysidro S.D./Willow Elem
226 Willow Rd
SAN YSIDRO, CA 92173-0000

Johnson Controls Fire Protection LP
Sales Representative:
BETSY A HOLLIS-MATHENY
3568 Ruffin Rd
SAN DIEGO, CA 92123-1103
betsy.hollismatheny@jci.com

INVESTMENT SUMMARY

(***Excludes applicable Sales Tax*** ▪ ***Service Solution Valid for 45 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
KITCHEN HOOD TEST & INSPECT ANSUL HOOD SYSTEM Single Tank Suppression System	1	Semi-Annual	
KITCHEN HOOD TEST & INSPECT Total:			$708.00
Total Recurring Annual Investment:			$708.00

Johnson Controls

SERVICE SOLUTION

SITE SUMMARY

Site Name/Location	Kitchen Hood	Location Total
San Ysidro S.D./Ocean View Hil-4919 Del Sol Blvd	X	$708.00
San Ysidro S.D./San Ysidro Mdl School-4345 Otay Mesa Rd	X	$708.00
San Ysidro S.D./Sunset School-3825 Sunset Ln	X	$708.00
San Ysidro S.D./Willow Elem-226 Willow Rd	X	$708.00
Grand Total: Number of Sites: 4		**$2,832.00**

Johnson Controls

SERVICE SOLUTION

SUMMARY OF SERVICES

KITCHEN HOOD TEST & INSPECT - ANSUL HOOD SYSTEM

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Labor discount if bundled with Fire Alarm Service Offer (10% with FA Basic), (20% with Advance, Precision, or Comprehensive).

DOCUMENTATION:
Accessible components and devices logged for:
- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Required device tags

Any discrepancies found noted
Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **San Ysidro School District** and is effective **01-JUL-19** to **30-JUN-20** (the "Initial Term").

PAYMENT TERM: *Semi-Annual After Service is Performed*

PAYMENT AMOUNT: $2,832.00 - **Proposal # :** 636782

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

San Ysidro School District		**Johnson Controls Fire Protection LP**	
Signature:	_____		BETSY A HOLLIS-MATHENY
Print Name:	_____	Phone #:	_____
Title:	_____	Fax #:	_____
Phone#:	_____	License #: (If Applicable)	_____
Fax #:	_____	Authorized Signature:	_____
Email:	_____	Print Name:	_____
PO#:	_____	Title:	_____
Date:	_____	Date:	_____

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Customer's failure to make payment when due is a material breach of this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any

such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR

EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

22. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater that 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only.

32. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.

Johnson Controls

Amendment to Johnson Controls Fire Protection LP
Service Solution
Proposal #636782
San Ysidro School District

This Amendment is made as on May 29, 2019, by and between Johnson Controls Fire Protection LP ("Company") and San Ysidro School District ("Customer") and amends the Terms and Conditions of the attached Service Solution dated May 22, 2019, ("Agreement"). This Amendment is effective as of the date of last signature below.

1. **Article 1. Term: Initial Term: ADD 1 year 2019-2020 / automatic renewal for two additional years on a year-to year basis:** Delete and replace with "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."

2. **Article 2. Payment:** Delete and replace with "Company shall submit to Customer an itemized invoice which indicates work completed by Company. Customer shall review each invoice submitted to determine that the work performed is in compliance with the provisions of this Agreement. Customer shall pay Company within 30-days in accordance with this Agreement."

3. **Article 3. Pricing:** Add "Company will provide a copy of the Company rates for labor. If any changes in rates after the initial term, written agreement by both parties is required."

4. **Article 7. Indemnity:** Add "Company agrees to indemnify, hold harmless and defend Customer against and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs arising from any all third party claims for personal injury, death, omission of Company relating in any way to this Agreement, such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Customer reserves the right to select counsel to represent it in any such action or mutual indemnity."

5. **Article 7. Indemnity:** Delete ", including expert fees and costs, and expenses including reasonable defense costs,"

6. **Article 21. Insurance:** Delete and replace with "Company shall name Customer, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Company's general liability and auto liability policies."

7. **Article 21. Insurance:** Add: "Company will provide certificates of insurance per the following:
   - Proof of Commercial General Liability 1,000,000 / $2,000,000 aggregate (add San Ysidro School District as additional insured w/endorsements)
   - Workers' Compensation - as stated under law (add waiver of subrogation)
   - Automobile for owned/non-owned vehicles $1,000,000"

8. **Article 22. Waiver of Subrogation:** Delete and replace with "Company does hereby for itself and all other parties claiming under it release and discharge Customer from and against all hazards covered by Company's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Customer."

9. **Article 25. Termination:** Delete and replace with "Either party may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined, or at its sole discretion upon 30-day written notice to the other party. Either party may also terminate this Agreement at its sole discretion upon 30-day written notice to the other party if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts"

10. **Article 27. Default:** Replace "ten (10) days" with "thirty (30) days"

11. **Article 27. Default:** Delete "reasonable attorneys' fees," **Each party to be responsible for their own legal fees**.

12. **Article 28. One-Year Limitation on Actions; Choice of Law:** Replace "The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement" with **"**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"

13. **Article 33. Electronic Media:** Replace "an electronic format of any nature" with "a PDF (.pdf) format"

Johnson Controls

14. Article 33. Electronic Media: Replace "fax" with "fax or email"

Add as new language:

36. Contact information for authorized representatives (both parties): Name/Title/Address/Telephone # / Email Address
Acceptable forms of written notices via one or more of the following:

- Certified Mail - Return Receipt Request
- U.S. Mail
- E-mail

Other than as set forth to the contrary herein, all terms and conditions of the Agreement remain in effect and unchanged.

IN WITNESS WHEREOF, the parties, by its duly authorized representative have executed this Amendment effective as of the date and year written below.

San Ysidro School District	**Johnson Controls Fire Protection LP**
By:_____	By:_____
Name: Marilyn Adrianzen	Name:_____
Title: Chief Business Official	Title:_____
Date:_____	Date:_____

Board Approved: June 13, 2019

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 13 2019

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

FROM:
Special Education,
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH INCREASE SAFETY SERVICES

BACKGROUND INFORMATION:
CardioPulmunary Resuscitation (CPR), Automated External Defibrillator (AED), and First Aid Certification training is designed to provide the classroom staff knowledge on how to handle students with special needs who have history of seizures and any health problems per their Individualized Education Plan (IEP).

Increase Safety Services is an agency that provides CPR, AED and First Aid training certification designed for staff in a classroom setting.

Cost Implication: $840.00 for 60 participants

RECOMMENDATION:
Approve the agreement with Increase Safety Service to provide CPR, AED and First Aid Certification training to San Ysidro School District staff for school year 2019-2020 at a cost up to $840.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$840.00	Special Education	--
(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 13th day of June 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Increase Safety Services Company/Consultant	619.913.8462 Telephone Number
795 Brookstone Rd, Unit #101, Chula Vista, CA 91913 Address	info@increasecpr.com Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2019 To: June 30, 2020

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.

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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant 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. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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

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

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

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

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

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

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit. **District waives _____**
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. **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 appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **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 $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT:	Increase Safety Service
Name:	Antonio Rivera
Title:	Owner
Address:	795 Brookstone Rd, Unit #101
City/State/Zip Code:	Chula Vista, Ca 91913
Telephone:	619.913.8462
Email:	info@increasecpr.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@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 to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	DISTRICT
Increase Safety Services Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Antonio Rivera, Owner Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
Phone Number: 619.913.8462	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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

To provide CPR, AED and First Aid Certification training to 60 staff of San Ysidro School District.

Cost implication: **$840.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Willow School
Manuel Bojorquez, Principal

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: PERMIT CONTRACT WITH CITY OF SAN DIEGO, PARK & RECREATION'S LARSEN FIELD COMMUNITY PARK – WILLOW SCHOOL

BACKGROUND INFORMATION:
The Principal of Willow School is requesting approval for a walking field trip for approximately 115 fifth grade students, 5 teachers, and chaperones to the Annual End of the Year Picnic at Larsen Field Community Park on June 12, 2019. The City of San Diego, Park & Recreation Department requires that applicants enter into a Permit Contract before groups are able to use their facilities.

This field trip is a Physical Education enrichment opportunity for our fifth graders. According to Education Code Section 51210, pupils may be conducive to health and vigor of body and mind, for a total period of time of not less than a minimum of 200 minutes each ten days. The curriculum is aligned to the Common Core State Standards in Physical Education. Standards 1: students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities. Standards learned in this fieldtrip will be reinforced with pre and post activities.

RECOMMENDATION:
Ratify the Permit Contract with the City of San Diego, Park and Recreation for Willow School students to participate in a field trip to Larsen Field Community Park on June 12, 2019. The cost of the permit contract is $102.00 for the use of facilities paid from class fundraising.

LCAP GOAL AND ACTION/SERVICE:

☐ **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	
$102.00 (Amount)	Class Fundraiser (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

Cesar Chavez Community Center
455 Sycamore Road
San Diego, CA 92173
Phone: (619) 424-0464
FAX: --
Email: askparks@sandiego.gov

Receipt #1001504.103

Jun 4, 2019 3:28 PM

The City of SAN DIEGO
Parks and Recreation Department

CARMEN LUNA
226 WILLOW RD
SAN DIEGO, CA 92173

Prepared By: Mari Jo R.
Customer ID: 135771

Primary phone: (619) 254-1415, Secondary phone: --

Payment Summary

Check:	$0	Cash:	$102.00
Credit Card:	$0	Memo:	$0
Account:	$0	Gift Card:	$0
Financial Aid:	$0	Debit Card:	$0
Total Received:	$102.00	**Total Payments:**	$102.00
		Payment Plan:	$0

Transactions

Customer	Description	Item	Charge Description	Unit	Qty	Fee	Charge
Carmen Luna 226 Willow Rd San Diego, CA 92173 Primary phone: (619) 254-1415 Email: carmen.luna@sysdschools.org ID: 135771	Willow School Picnic #86351 **Action:** Paid on Account Balance [1] Location: Larsen Field Park at Larsen Field Permit # 86351	City Transaction Fee	--	Each			$2.00
Carmen Luna 226 Willow Rd San Diego, CA 92173 Primary phone: (619) 254-1415 Email: carmen.luna@sysdschools.org ID: 135771	Willow School Picnic #86351 **Action:** Paid on Account Balance [1] Location: Larsen Field Park at Larsen Field Permit # 86351	Ground Use - Non-Profit Youth Daily	--	Per Day			$58.00
Carmen Luna 226 Willow Rd San Diego, CA 92173 Primary phone: (619) 254-1415 Email: carmen.luna@sysdschools.org ID: 135771	Willow School Picnic #86351 **Action:** Paid on Account Balance [1] Location: Larsen Field Park at Larsen Field Permit # 86351	RC - Non Hours of Operation	--	Each			$42.00

Total Charges $102.00
Total Payments $102.00

14D.9
Page 2 of 10

Balance $0

[1] Payment Schedule for Original Balance of $102.00

Due Date	Amount Due	Amount Paid	Withdrawal Adjustment	Balance
Jun 4, 2019	$102.00	$102.00	$0	$0
			Current Balance	$0
			Due Now	$0

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Permit Contract

Cesar Chavez Community Center
455 Sycamore Road
San Diego, CA 92173
Phone: (619) 424-0464
FAX: --
Email: askparks@sandiego.gov

Permit #86351, Approved
Jun 4, 2019 12:12 PM

The City of SAN DIEGO
Parks and Recreation Department

Carmen Luna
226 Willow Rd
San Diego, CA 92173
Email: carmen.luna@sysdschools.org

Customer Type: Individual
Prepared By: Yvette Z.

Customer ID: 135771
Primary: (619) 254-1415

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
$102.00	$0	$0	$102.00	$0	$0	($102.00)	$0	$0

RESERVATIONS

Event	Resource	Center	Notes
Willow School Picnic Type: Outdoor: Events / Parties / Gatherings Attend/Qty: 150	Larsen Field Park	Larsen Field 455 Sycamore Rd San Diego, CA, US 92173 (619) 424-0464	--

Days Requested		Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Wednesday	Jun 12, 2019	10:00 AM	3 hours	Jun 12, 2019	1:00 PM

Summary	Notes
Total Number of Dates: 1 Total Time: 3 hours	Please be sure to follow posted rules and regulations.

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
City Transaction Fee	Willow School Picnic #86351 Larsen Field Park	$2.00	1.00	--	$2.00
Ground Use - Non-Profit Youth Daily	Willow School Picnic #86351 Larsen Field Park	$58.00	1.00	--	$58.00
RC - Non Hours of Operation	Willow School Picnic #86351 Larsen Field Park	$21.00	2.00	--	$42.00

Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
1001504.103	Jun 4, 2019	City Transaction Fee	Larsen Field Park Willow School Picnic #86351	$2.00
1001504.103	Jun 4, 2019	Ground Use - Non-Profit Youth Daily	Larsen Field Park Willow School Picnic #86351	$58.00

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1001504.103 Jun 4, 2019 RC - Non Hours of Operation	Larsen Field Park Willow School Picnic #86351	$42.00

DISCLAIMERS

CITY OF SAN DIEGO PARK AND RECREATION DEPARTMENT
RULES AND REGULATIONS FOR USE OF CITY PARK AND RECREATION DEPARTMENT SITES
All rules and regulations regarding the use of City Parks are enforceable by the San Diego Police Department and the City of San Diego Park and Recreation Department staff. The recreation areas of the Department are primarily for the recreation use of youth and adult activities sponsored by the Department and/or the Community Recreation Council. When sponsored activities do not completely occupy rental areas, other groups may use the facilities. All users will comply with the following conditions:
1. This permit shall not be transferred or assigned. The Permittee shall not engage in any activity on park property other than the activity for which this Permit is expressly issued and shall comply with applicable municipal, state, and federal laws and regulations.
2. The City, in its sole discretion, reserves the right at any time, and from time to time, to close any park area(s) or park facility(ies) and to cancel or reschedule any previously permitted/scheduled use(s) of any park area(s) or park facility(ies). Permittee acknowledges the City?s foregoing rights and irrevocably waives any claim Permittee may have now or ever have based upon or related to any cost, loss, damage, or liability that results from the City?s closure of any park area(s) or park facility(ies) or the cancellation or rescheduling of any previously permitted/scheduled (prepaid or not) use(s) of any park area(s) or park facility(ies).
3. Any special requests, additional amenities and/or services (i.e. portable restrooms, dumpsters, fences, athletic equipment, generators, etc.) must be addressed in the Permit and are the sole responsibility of the Permittee. The additional amenities must be provided by the Permittee at no expense to the City. All additional amenities must be approved in writing by the City staff in advance of the event, including information as to the number of amenities, location, and pickup and delivery times.
4. There must always be at least a portion of the park available to the general public during all park uses and rentals. The designated area(s) for this permit are indicated on the General Development Plan or Site Plan. Unless the area has been designated as an area that can be reserved, no areas can be roped off or secured in any way. Reserved parking spaces are not permitted.
5. For commercial and public events, the Permittee shall not discriminate against anyone on the basis of race, color, creed, sex, age, national origin or ancestry, religion, pregnancy, physical or mental disability, veteran status, marital status, medical condition (including HIV, AIDS, and AIDS-related complex), gender (transsexual and transgender), or sexual orientation.
6. The Park and Recreation Department cannot be held responsible for any lost or stolen property.
7. Rental rates will apply as designated for each area as outlined in the current Park and Recreation Department Fee Schedule that is approved by the City Council.
8. The Permittee received a copy of the following items and must have them available on the day of event: the permit and the Rules and Regulations related to this event; the General Development Plan with the storm drain inlets indicated for the permitted area; all applicable Park and Recreation Department Best Management Practices (BMP?s); StormWater; the Facility Site Plan; and the Good Housekeeping Guidelines to the rental permit.
9. Each rental group is responsible for leaving the facility and equipment in a safe, proper working order and clean condition. Any violations of rules, regulations or policies and/or damage attributable to the Permittee, sponsors or any other party associated with this event, will result in the forfeiture of all or part of the security deposit and in the case of extensive damages, an invoice from the City will be issued to the Permittee with applicable charges not covered by the deposits. Any pre-existing damage or poor conditions must be reported in writing to the City staff prior to the start of the event or the Permittee may be held responsible. Staff must be notified of the conclusion of the rental activity.
10. Litter pick-up and disposal is the responsibility of the Permittee. Trash must be bagged, sealed and placed in the park?s trash receptacles and/or dumpster. If trash does not fit in the receptacles and/or dumpster, the Permittee is responsible for removing the trash off of park property. Any additional cleaning performed by City forces will be invoiced.
11. The use of disposable expanded polystyrene (a.k.a. StyrofoamTM) food ware is highly discouraged due to its tendency to easily break apart and create litter. Alternatives such as plastic, paper, or reusable plates/cups should be used instead.
12. Request for cancellation refunds will be handled according to the regulations in the current Park and Recreation Fee Schedule. Requests for refunds due to rain only pertain to Field and Picnic Shelter rental

permits and will be approved provided that a written request (Request for Refund Form AC-1066) is submitted within 48 hours after the scheduled event. All refunds will be issued only to the Permittee.
13. The use of any equipment including but not limited to staging, platforms, tables, chairs, risers, jumpers, etc., if permitted, shall not damage any City property, turf, shrubbery or irrigation or inhibit public access [SDMC 63.0102(b) (4)]. If any item requires staking in the ground for safety reasons, the stakes must be no longer than six (6) inches, no more than 1.5 inches in diameter, and must be colored/highly visible. All stakes must be secured in a manner that precludes a tripping hazard. For any item which damages any facility, the Permittee will be liable for costs to repair the damage. Intended staking must be noted on the permit with the types and sizes of stakes to be used. Permittee may not dig on park property or tie or adhere anything to trees, shrubbery etc., or City property [SDMC 63.0102(b) (4)]. All signs must be free standing and approved by the park supervisor in writing prior to the event. Items cannot inhibit public access. [SDMC 63.0102(b) (25)]. Inflatable jumps are prohibited in Balboa Park, Presidio Park and Shoreline parks.
14. Electronic amplification for music and/or voice projection must be approved in writing on the final permit by City staff and must comply with City noise regulations [SDMC §59.5.0501]. The required maximum allowance is 65 decibels at 50 feet between the hours of 7:00 a.m.-7:00 p.m. Events violating the maximum allowance may be turned down or shut off by SDPD or Park Ranger.
15. City staff must approve the use of City tables and chairs which are available for indoor use only. All setting up and taking down of tables and chairs will be done by the group using the facility (except in Balboa Park).
16. The City of San Diego does not provide any equipment, electrical power or water hookups for outdoor events. The use of generators must be pre-approved as a part of the permit process before the event. Safety precautions for use of a generator must be followed. Generator cables must be properly covered and must not impede pedestrian traffic at any time. Drip pans must be placed under the generators to eliminate potential damage.
17. Petting zoos, pony rides or any animal-related activities are not allowed without prior City staff approval. The proper fastening and/or enclosures and the proper care for the animals is required. All County Health Department regulations must be followed. Balboa Park, Mission Bay Park, and Shoreline Parks prohibit the use of pony rides, petting zoos, and livestock demonstrations.
18. Youth activities must be chaperoned by adults. The adult signing the application must be present throughout the entire rental
period. When the signing adult cannot be present throughout the entire rental period, the Permittee must provide a list of
responsible adults in advance of the rental to the City staff. It is the Permittee?s responsibility to ensure that an adequate number of
adults will be present depending on the activity, rental size, and ages of the youth participants.
19. All fires must be contained within barbecues. Portable barbecues are permitted and coals must be emptied into the concrete hot
coal containers or permanent barbecues.
20. All motor vehicles are restricted to parking lots and public roadways unless prior written authorization is given by the park
supervisor.
21. Vehicle parking is prohibited in most parking lots in Mission Bay and the beach areas between 2:00 a.m. to 4:00 a.m. in accordance
with SDMC. Some parking lots may have more restrictive hours and/or gates. Each parking lot is signed where parking is
prohibited or restricted.
22. The Park and Recreation Department cannot guarantee the planting or blooming of flowers, shrubs, etc. Maintenance schedules
cannot be modified (i.e., sprinklers, lawn renovations, fertilization, aeration, mow day, etc.) to accommodate events in public parks.
23. In general, dogs are allowed on beaches after 6 p.m. fromApril 1st to October 31st or after 4:00 p.m. fromNovember 1st to
March 31st. Legally licensed dogs are allowed on the beach and on sidewalks and park areas near the beach during the night and
early morning hours until 9 a.m., but they must be leashed.
24. Games such as horseshoes, baseball, lawn darts and other potentially hazardous games may be played only in courts/fields that are
specifically designated for these purposes and requires prior written approval of the City staff.
25. The use of gypsum is allowed only for infield marking in baseball or softball. Biodegradable field marking paint must be used for

all other field marking. These product(s) must be manufactured in the United States and approved by City staff in writing prior to
use and a copy of the Material Safety Data Sheet of the product used must be provided to City staff.
26. Permittee must adhere to all County Health Department Food Handlers regulations. When caterers are used they must have a
County Health Department permit. When food is served to the public, a Temporary Food Facility Permit or County Health Food
Handlers Permit is required and must be submitted to City staff before a permit will be issued. More information regarding the
regulations required to serve food can be obtained from the County Health Department at (619) 338-2222.
27. Alcohol is prohibited in certain parks; please refer to SDMC §56.54. If alcohol will be sold in park facilities, and/or caterers are
used, renters are required to obtain a license from the California State Department of Alcoholic Beverage Control (619) 525-4064.
Applicants requesting alcohol may be required to furnish additional written approval. Alcohol is not allowed on any athletic fields.
28. The following prohibitions are in place at all City parks and/or facilities:
- Smoking [SDMC §43.1003]
- Open fires [SDMC §630.102(b)(11)]
- Glass beverage containers [SDMC §63.0102(b)(7)]
- Picking flowers and/or damaging shrubs, plants, and trees [SDMC §62.0604]
- Animals (other than service animals) inside buildings or off leash at any park facility (unless designated as an off leash site)
[SDMC §63.0102(b)(2)]
- Soliciting funds [SDMC §63.0102(b) (14)]
- Sale of merchandise [SDMC §63.0102(b)(13)]
- Balloons (all types) at all outdoor areas
- Advertising on City park property; flyers, pamphlets, or handouts are not to be left on cars or passed out in parks [SDMC
§63.0102]
- Remote controlled soaring and/or gliding crafts [SDMC §63.0201]
29. The Permittee is required to obtain a minimum of $1,000,000 general liability insurance with a $2,000,000 aggregate insurance
naming the City of San Diego as additionally insured in the following situations: groups conducting activities, instructions, and
competitions; groups using supplemental staff; rentals open to the public; rentals using equipment such as jumpers, carnival, or
animal rides, and other situations where deemed necessary.
30. The Permittee shall comply with all applicable provisions of this permit, municipal, state, and federal laws and regulations. It is the
responsibility of the Permittee to clear with City staff any special requests not addressed in the Rules and Regulations as presented.
Failure to comply may result in the termination of this permit.
Indemnification: Permittee shall protect, defend indemnify, and hold City, its elected officials, officers, representatives, agents, and
employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or
property, including injury to Permittee?s officers, employees, agents, contractors, invitees and guests, which arise out of or are in any
manner directly or indirectly connected with this Permit or Permittee?sOperations, and all expenses of investigating and defending
against same, including without limitation reasonable attorney fees and costs; provided, however, that Permittee?s duty to indemnify and
hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful
misconduct of City, its elected officials, officers, representatives, agents and employees. City may, at its election, conduct the defense
or participate in the defense of any claim related in any way to this indemnification. If City chooses at its own election to conduct its
own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim,

related to this indemnification,
Permittee shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.
By signing I acknowledged that I read and understood and will abide by all the above listed rules and regulations as they apply to my
specific rental or use of City park land or facility.
Signature:
Organization:
Print Name:
Date:
Updated June 2017
Park and Recreation Department
CANCELLATION/REFUND PROCEDURES
As stated in the Park & Recreation Fee Schedule
1) Youth League Field Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled field use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Field reservation fee is non-refundable.
2) Youth League Indoor or Outdoor Court Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled court use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Court Reservation Fee is non-refundable.
3) Grounds Use Fees: Refunds are permitted if cancellations are received in writing a minimum of 60 days prior to the event, less a $50 processing fee. Cancellations less than 60 days prior to the event are non-refundable.
4) Outdoor Court (except youth leagues): 100% refund if written notice of cancellation is submitted 10 days or more prior to use. Cancellations within 10 days of event forfeit the rental fee.
5) Building, Field, Picnic Shelter, Recreation Council Fees and All Other Permit Rentals (not identified above): 100% of paid fees will be refunded provided that the permit holder submits a written advance notice of cancellation at least 30 calendar days prior to the date of the event. Cancellations received less than 30 calendar days prior to the event will be charged 25% of the fee paid. Cancellations received less than 10 calendar days prior to the event will be charged 50% of the fee paid. No refunds for cancellations less than 48 hours.
6) Swimming Lessons - Extra care should be given to the selection of classes. There are NO REFUNDS. Class transfers or credit towards another aquatic program may be requested and must be authorized by the Pool Manager. Full refund will be granted only if the class is cancelled by the Pool Manager.
7) Pool Rentals - Written cancellations for exclusive rentals must be submitted14 calendar days prior to the event to receive full refunds. Written cancellations for monthly rentals must be submitted 48 hours prior to the event to receive full refund. Late cancellations will forfeit 25% of the fees paid.
Requests for refunds due to rain will be approved provided that a written request (Request for Refund Form AC-1006) is submitted within 48 hours after the scheduled event. Building rental permits cannot be cancelled due to rain (excluding picnic shelters).

To Submit A Request For Refund Due To Cancellation or Refund:
1. Complete the Official Request for Refund Form (AC-1006) and submit it with supporting documents to the Center Director. You will need to contact the Center Director to obtain this form.
2. Provide a detailed description of the reason for the cancellation.
3. Provide the mailing address for delivery of the refund check. Checks will be made payable only to the person/agency that originally paid for the permit.
4. Official City Receipt or Cash Register Tape and Official City Permit must be attached.
YOU WILL RECEIVE A REFUND CHECK 6-8 WEEKS AFTER THE REQUEST FORM IS SUBMITTED.

I have read the above Cancellation/Refund Regulations/Policies, and if I have to cancel the agreement, I will abide with the above procedures.

_____ _____
Applicant Signature Date
San Diego Park and Recreation Department
STORM WATER POLLUTION PREVENTION PROGRAM
BEST MANAGEMENT PRACTICES
PARK USE PERMIT ADDENDUM
The permittee shall comply with San Diego Municipal Code Section 43.0301, Storm Water Management

and Discharge Control, in performing or delivering services at City-owned, leased or managed property, or in performance of services and activities on behalf of the City of San Diego, regardless of the location.
1. A mandatory cleaning/security deposit (minimum $100.00) will be required for all permits of 75 individuals or more. Any violation of rules or regulations related to the permit or storm water Best Management Practices (BMPs) attributable to permittee, sponsors or any other party associated with this event will result in forfeiture of all or part of your refundable cleaning/security deposit.
2. The permittee shall be responsible for all cleanup associated with the event.
3. The permittee must have available at the event a copy of the following items:
- the permit and the rules and regulations related to the scheduled event,
- a general development plan with the storm drain inlets indicated for the permitted area,
- all applicable Park and Recreation Department BMPs, and
- the addendum and good housekeeping guidelines to the park permit.

GOOD HOUSEKEEPING GUIDELINES
The following guidelines are provided to assist you in preventing pollutants from entering the storm drains due to your permitted activity.
1. Familiarize yourself with park grounds. Prior to your event, locate park amenities, parking lots, restrooms, picnic tables, drinking fountains, barbeques, hot coal receptacles and, most importantly, storm drain inlets. For the location of park/site facilities, amenities, and storm drain inlets, please refer to the general development plan (GDP).
2. Use each permitted area and the amenities associated with the area for its intended use only.
3. If at a facility where staff are present, notify staff immediately of any problems associated with the area (ex., excessive trash, no trash cans, standing water, etc.).
4. Respect all park rules and regulations. If unclear, please ask staff for assistance.
5. All motor vehicles are restricted to roadways. Vehicles are not permitted on sidewalks or lawn areas at any time. Drop-off of equipment must be done from parking lots or street curbing and walked onto park grounds.
6. The delivery date/time, placement, and pickup date/time of portable toilets and/or dumpsters must be approved prior to permit issuance.
7. Do not dispose of, discard or place any items, debris or objects in or around storm drain inlets as per the general development plan (GDP).
8. Please leave the facility and equipment in a reasonable and clean condition. Litter pickup and removal is the responsibility of the permittee. Trash is not to be left in the park. As a reminder, please bring additional trash liners to aid in the removal. Noncompliance may result in the forfeiture of your cleaning deposit.
9. Ice must not be placed in the storm drains. Ice, in small quantities, may be left on lawns or removed from the park site by the permittee.
10. Do not dispose of hot coals/ashes in any trash receptacles, lawn areas or tree wells. Please use the hot coal receptacles located in the park. If hot coal receptacles are not available, the permittee is required to remove coal/ashes from park property.
11. Only rainwater is allowed in the storm drains! A copy of all Best Management Practices relating to the Storm Water Pollution Prevention Program associated with your event will be made available upon request.

TO BE COMPLETED BY PARK AND RECREATION STAFF ONLY - CHECK [ ] ALL BMPS GIVEN TO PERMITTEE
[ ] PET WASTE
[ ] HUMAN WASTE
[ ] PLANT MATERIALS/HAY BALES
[ ] GRASS
[ ] FOOD PRODUCTS/SNACK BARS
[ ] BLOOD AND BODILY FLUID
[ ] DEAD ANIMALS[ ] HORTICULTURAL PESTICIDES
[ ] FERTILIZERS
[ ] TREATED WATER-IRRIGATION
[ ] TREATED WATER-POOL
[ ] TREATED WATER
[ ] POWERWASHING
[ ] PAINT/WHITEWASH
[ ] SOLVENTS
[ ] VEHICLE FLUIDS/OIL
[ ] GAS/DIESEL

[ ] DISINFECTANTS
[ ] CRAFT SUPPLIES
[ ] OTHER CHEMICALS (EX., SOAP)
[ ] CONCRETE
[ ] DIRT/SOIL/SAND/MULCH/D.G./GYPSUM
[ ] GLASS/ALUMINUM/METALS/PAPER/PLASTICS (LITTER)
[ ] TRASH/ILLEGAL DUMP
[ ] NEEDLES
[ ] COAL/ASH
[ ] STORM DRAIN INSPECTION
[ ] JOINT USE PROGRAMS/PARK USE PERMITS/CONTRACTS
[ ] PROCEDURES FOR ENFORCEMENT
[ ] PLANNING & DESIGN
[ ] EXTERNAL EDUCATION
[ ] TRAININGI, _____, understand all Good Housekeeping Guidelines associated with San Diego Municipal Code Section 43.0301, Storm Water Management and Discharge Control, and agree to follow all standards specified related to the permit process. I certify that I am duly qualified and the authorized representative of the person or group to whom this document is issued.
Signed _____ Date Signed _____
Title of Event _____
Location _____ Date of Event_____

CUSTOM QUESTIONS

Question	Answer
What type of group classification does your group fall under?	Non Profit Youth (documentation required)
Are you charging admission to your event?	No
Are you planning to have alcohol present at your event.	No
Will you have any equipment needs?	No
Are you planning to use a caterer or sell food at your event?	No
Are you planning to have music or amplified sound?	No
Will you need outdoor or athletic field lighing for your event?	No
Are 75% of your participants seniors (age 62) or persons with disabilities?	No
Please specify any special setup requests you may have:	Bathrooms will open early at 10:00am, 5 classrooms will be at picnic

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE URBAN YOUTH COLLABORATIVE

BACKGROUND INFORMATION:
Urban Youth Collaborative (UYC) is a coalition of partners that support student-led clubs and motivational assemblies at over 100 middle and high school campuses in San Diego County. In this program, students look for practical ways to make a difference in their local communities.

The scope of services includes assemblies/presentations at all school sites on overcoming obstacles to help students achieve their dreams. Guest speakers include people who have overcome life challenges, such as homelessness.

- Middle School: • Avoiding violent relationships, • healthy choices and • trafficking
- Other resources offered (optional): • Family support • school beautification day and • student-led campus clubs

The term of these services is from July 1, 2019 – June 30, 2020 and there is no direct cost to the District, as stated in the professional services agreement.

RECOMMENDATION:
Approve the agreement with the Urban Youth Collaborative to serve as a program to empower student leaders district-wide at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement – All students will be educated in positive academic environments that are welcoming, safe, and drug-free.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
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

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 1st day of July, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Urban Youth Collaborative Company/Consultant	619-768-0278 Telephone Number
PO BOX 124708, San Diego, CA 92112 Address	www.uyc.org Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2019 To: June 30, 2020

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.

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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant 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. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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

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

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

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

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

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

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **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 Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, 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.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Urban Youth Collaborative
Name:	Nate Landis
Title:	President
Address:	PO BOX 124708
City/State/Zip Code:	San Diego, CA 92112
Telephone:	619-768-0278
Email:	nate@uyc.org

DISTRICT:	San Ysidro School District	
Name:	Manuela Colom	Omar Calleros
Title:	Executive Director of Educational Services	Coordinator
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 3086
Email:	Manuela.colom@sysdschools.org	Omar.calleros@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

Urban Youth Collaborative
Firm Name

Signature of Authorized Agent

Nate Landis, President
Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Urban Youth Collaborative will provide the following services at no cost to the San Ysidro School District:

- Assemblies, all school presentations overcoming obstacles that get in the way of kids' dreams. Guest speakers include people who have overcome life challenges, such as homelessness.
- Avoiding violent relationships, healthy choices, trafficking: "Who you hang out with" - Available at middle schools and can be modified for elementary schools.
- The following services are optional and available at the discretion of the District & School administration. Prior written approval from District and Principal required.
  - Family support such as: clothing opportunities, food aid, and holiday support (Case by case basis)
  - School Beautification Day (Release of Liability Waiver required for volunteers)
  - Student-led Campus Clubs
- No religious or faith-based information will be disseminated or promoted through the programs and services offered under this Agreement.

Approved by Authorized Representatives of:

Urban Youth Collaborative

_____

Nate Landis, President

Date: _____

San Ysidro School District

_____

Marilyn Adrianzen, Chief Business Official

Date: _____

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 13, 2019

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EMS LINQ INC. – AMENDED EXHIBIT A

BACKGROUND INFORMATION:
The services provided by EMS LINQ Inc. include a unique Nutrition website designed for San Ysidro School District in support of the Child Nutrition Services (CNS) Department in the promotion, communication and education of students, parents and teachers about the benefits of making smart nutrition choices leading to healthy habits that will last a lifetime. Through this user friendly website, CNS can provide interactive nutrition tools and resources to promote the District's wellness objectives by providing an easy to manage Online Menu Design, Mobile Menus and USDA regulation information and legal statements.

In addition, the Meals Plus software is used for the administrative management of school meals. By having Meals Plus host the department's database, Meals Plus will manage Microsoft SQL, all backups, and archive all historical information. The benefit is that any technology related catastrophic event will not impact data from the Nutrition Services Department.

The amended Exhibit A includes the Meals Plus Database Hosting annual fee of $3,600.00.

RECOMMENDATION:
Approve the amended Exhibit A to the EMS LINQ Inc. Agreement to include the Child Nutrition Meals Plus Database Hosting annual fee of $3,600.00 increasing the contract total to $10,685.00 for school year 2019-20.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the District.

☒ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
CONTRACT TOTAL		
$10,685.00	Child Nutrition Fund 13	--
(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

EXHIBIT A - AMENDED

SCOPE OF SERVICES

1.	ISITE Support – SNAF Website and Menu	$1,095.00
2.	Meals Plus – Database Hosting Annual 6-15	$3,600.00
3.	Meals Plus (MP) Support:	
	• Inventory 6-15	$ 995.00
	• Menus 6-15	$ 650.00
	• Point of Sale	$3,150.00
	• Production Record	$ 270.00
	• STU 6-15	$ 925.00
2019-20 (July 1 – June 30) Total:		**$10,685.00**

EXHIBIT A – AMENDED VERSION
APPROVED

San Ysidro School District

Marilyn Adrianzen,
Chief Business Official

EMS LINQ

JoAnna McVaugh,
Controller

Board Approved: 06-13-19

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 13, 2019

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

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

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH DFS FLOORING

BACKGROUND INFORMATION:
The ECS Head Start, one of the funding sources for the preschool programs, performed an inspection of the the Preschool & Child Development Center site. The outcome of this inspection reflects that the flooring in some of the classrooms is deteriorated and in need of replacement. Currently, the carpet and linoleum are worned out, cracked and lifted. For the safety of students and staff the flooring is scheduled to be replaced during the summer when no students and staff are present.

The District conducted an informal request for proposals and three vendors responded. DFS Flooring is a qualified vendor and submitted the lowest cost for the replacement and installation of new flooring.

RECOMMENDATION:
Approve the agreement with DFS Flooring to provide the materials and installation of new flooring in two classrooms at the Preschool & Child Development Center in the amount of $26,662.35 from the ECS Head Start and State Preschool funds.

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 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$26,662.35 (Amount)	Preschool & Child Development (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

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

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

DFS Flooring, hereinafter called the **CONTRACTOR** and the

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

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

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of: Twenty six thousand six hundred sixty two and 35/100 **Dollars ($ 26,662.35)**
(MAY NOT EXCEED $45,000), to be paid in full within thirty (30) days after completion and acceptance.

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

2. **LICENSE:** Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-15.

3. **CONSTRUCTION PERIOD:** This contract shall commence on July 1st, 2019, with work to be completed within ( ) consecutive days and/or by July 8th, 2019.

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

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

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

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

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

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

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

SCOPE OF WORK

Supply and Install Metro floor LVT, Sheet Vinyl, Carpet, and 4.5" Base at CDC Preschool Buildings
1880 Smythe Ave, San Ysidro, CA 92173
See Attachment (Proposal #179876)

PREVAILING WAGE RATES APPLY

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on MAY 31, 2019, at VAN NUYS, California.

By: _____ Print Name: JASON JONES

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

- _____ Installation of physical barrier at the work site to limit contact with pupils.
- _____ Surveillance of employees of the Contractor by school personnel.
- _____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
  Supervisor's Name: _____
  Soc. Sec. No. (last 4 digits or full CDL#) _____

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

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

District Signature: _____, Title: Chief Business Official

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

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

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

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

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

TYPE OF BUSINESS ENTITY

_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Corporation
_____ Other

TAX IDENTIFICATION

20-2316107
Employer Identification Number

_____
Social Security Number

License No: 999046 **Classification:** C15 C54 **Expiration Date:** 12/31/2020

(District Use Only – Purchasing Dept:)
CSLB License & DIR Reg. verified by _____, Date 5/31/19)

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

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

Contract Execution

CONTRACTOR	
Date:	Accepted by - Print Name and Title **Steve Gordon** JKOU JONES
Company Name and Street Address: DFS Flooring 15651 Saticoy St. Van Nuys, CA 91406	Signature
Phone: (818) 374-5200	Email: steveg@dfsflooring.com
DISTRICT	
Date:	District Representative – Print Name and Title **Marilyn Adrianzen** **Chief Business Official**
District Name and Street Address: San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Signature:
Phone: 619-428-4476 x 3004	Email: Marilyn.adrianzen@sysdschools.org

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

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

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

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

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

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

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

CONTRACTOR	
Date: 5/31/19	Print Name and Title JASON JONES OPER MGR
Company Name DRS FLOORING, LP	Signature

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

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

I Roxana Mazariego (Name), Labor Compliance Coord (Title) certify that

Contractor Representative Print Name:	Title:
DFS Flooring 15651 Saticoy St. Van Nuys, CA 91406	DIR Registration Number: 1000006695
	DIR Registration Expiration Date: 6/30/2020

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

Contractor further acknowledges:

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

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

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

Signature: _____ Date: 5/31/19

ATTACHMENT C
TERMS AND CONDITIONS

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

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

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

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

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

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

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

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District, Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE**: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

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

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

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

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

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

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

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

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

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

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.
Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

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

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

a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.
The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

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

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

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

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

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

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

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

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

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT: Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

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

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

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

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

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

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

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

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

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

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

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

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

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer conference ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

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

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

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

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

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

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

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

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

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

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

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

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

(Balance of page intentionally blank.)

DFS FLOORING
15651 Saticoy St.
Van Nuys, Ca 91406
Phone: (818) 374-5200
Fax : (818) 779-1504
Contractors License #999046

Proposal

Attn: PAUL AZEVEDO
From: STEVE GORDON - P&I
Estimator: ANDREW ORTIZ
Admin: VICTORIA TORRES
Revision #:

Date: 3/5/2019 *Bid Due Date:* 3/4/2019
Plan Date: *Addendum :*

To
SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA ROAD
SAN YSIDRO, CA 92173
Phone:

Project
PRESCHOOL PROJECT
1880 SMYTHE AVENUE
SAN DIEGO, CA 92173

SUPPLY AND INSTALL METROFLOR LVT, SHEET VINYL, CARPET, AND 4.5" BASE

			Quantity		*Line Total*
1	**LT-1 LINOLEUM TILE SUPPLIED & INSTALLED** METRO FLOORS DEJA NEW	TBD	3,525.00	SF	19,740.00
2	**C-1 CARPET SUPPLIED AND INSTALLED MATERIAL ALLOWANCE - $14.00 PER SY** ALLOWANCE TBD	TBD	15.00	SY	480.00
3	**SV-1 SHEET VINYL SUPPLIED AND INSTALLED TOILETS TO BE REMOVED BY OTHERS** ARMSTRONG WORLD INDUSTRIES, INC. CONNECTION CORLON	TBD	18.00	SY	1,350.00
4	**B-1 WALL BASE SUPPLIED AND INSTALLED** JOHNSONITE® WALL BASE (DC)-RUBBER-COVE-4.5" X 1/8"	TBD / TBD	360.00	LF	774.00
5	**DEMO & DISPOSAL OF CARPET, SHEET VINYL AND WALL BASE** DFS N/A	N/A / N/A	1.00	UNIT	1,950.00
6	**FLOOR PREP** DFS N/A	N/A / N/A	3,435.00	SF	2,267.10
7	**TRANSITIONS** JOHNSONITE® CTA XX -C ADAPTORS 1/4 TO 1/8	TBD	24.00	LF	96.00

CA Crpt Stewardship Assessment $5.25
TOTAL (APPLICABLE TAX INCLUDED) $26,662.35

CA Crpt Stewardship Assessment $5.25
PROPOSAL TOTAL $26,662.35

This proposal is valid for forty-five (45) days with approved credit.
Payment is due within ten (10) days of invoice.

DFS Flooring will furnish all materials and/or labor as described herein and as per attached drawing (where applicable). Price includes all applicable freight and taxes. Customer agrees to provide adequate lighting, power, vertical access and temperature control. Customer is subject to payment for stored materials. DFS flooring will not accept back-charges for trade damage without the option to inspect and correct claims. DFS Flooring is not responsible for any claims or liquidated damages arising from delays caused by material manufacturers. Seam placement of roll goods is subject to manufacturer roll lengths. In any action or proceeding, including an arbitration, between the parties relating to this agreement or to the work, labor and materials furnished to the project or to the project, the prevailing party in any such action or proceeding shall be entitled to recover all attorneys' fees, costs, and expenses incurred therein.

Exclusions: Unless specifically included, this proposal excludes the following items: (1) Major floor preparation consisting of any work beyond typical sweeping, filling of small holes, saw cuts, and shrinkage or expansion cracks in the slab. Examples of major floor preparation include but are not limited to the removal of chemicals, gypsum compound or other foreign substances from the substrate; Any corrective work required to achieve a smooth trowel finish (skim-coating); Any work required to bring the sub-floor to a degree of flatness required by the owner such as floating, leveling, or grinding; Nailing and filling or sanding of irregularities at wood substrates. (2) Moisture testing/ remediation (Per CRI-104-96, 6.3 site conditions: "The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed." DFS Flooring's Installation Warranty does not include any moisture related floor failures. (3) Asbestos control/abatement. (4) Extra material stock beyond floor coverage. (5) Premium labor hours (holidays, weekends, and weekdays from 4PM-5AM). (6) Phasing. (7) Furniture/equipment moving. (8) Premium or custom color selections on unspecified products. (9) Post-installation maintenance including vacuuming; buffing, waxing, sealing, cleaning, and protection.

Nevada Contract Limit $1,500,000

CARE FEE WILL BE INCREASED TO .35 EFFECTIVE JANUARY 1, 2018 ON ALL JOBS

Van Nuys P&I

Signed: _____
STEVE GORDON - P&I

Proposal Total: $26,662.35

SAN YSIDRO SCHOOL DISTRICT

Signed: _____

Proposed Installation Start Date: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 13, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH KEENAN & ASSOCIATES FOR PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES

BACKGROUND INFORMATION:
Southern California Relief Regional Liability Excess Fund (SCR) Joint Powers Authority (JPA) is a non-profit member-owned and operated JPA providing risk management services to public schools. SCR JPA is managed by Keenan & Associates for the District's property and liability coverage.

The term of this agreement is from July 1, 2019 to June 30, 2021.

RECOMMENDATION:
Approve the renewal agreement with Keenan & Associates to provide Property and Casualty Claims Administration Services from July 1, 2019 to June 30, 2021. Compensation for services 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? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

TBD	General	
(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

PROPERTY AND CASUALTY
CLAIMS ADMINISTRATION SERVICES AGREEMENT

This **Property and Casualty Claims Administration Services Agreement** ("Agreement") is made and entered into by and between **San Ysidro School District** ("Client") and **Keenan & Associates** ("Keenan"), as of **July 1, 2019** ("Effective Date"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from **July 1, 2019** through **June 30, 2021** ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

Exhibit A-1 – Administrative Services	☒
Exhibit A-2 – Adjustment Services	☒
Exhibit A-3 – Investigative Services	☒
Exhibit A-4 – Additional Investigative Services	☒

B. The Claims that are covered by this Agreement include all currently open claims and those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the "Coverage") provided by the Insurance Policy or Memorandum of Coverage issued by **Southern California ReLiEF**. Such claims shall be referred to hereafter as "Claims."

C. Keenan shall perform its obligations hereunder as an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage.

D. Keenan's services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement. Except for Keenan's responsibilities with respect to funds obtained from or held on behalf of Client, Keenan shall not be a fiduciary of Client.

E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.

B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.

C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.

D. If a trust account is opened by Keenan on behalf of the Client, Client hereby agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount sufficient to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client if there are any deficiencies in the minimum balance of the trust account when Claims exceed the account balance. All deficiencies in the minimum balances in the trust account are due and payable upon receipt of notice from Keenan. Client hereby agrees to provide funds to sufficiently fund the trust account in a timely manner. Keenan shall not, under any circumstances or occurrences, be responsible for funding any deficiencies in the trust account; nor, shall it be responsible for the payment of any appropriate and properly submitted Claims.

E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.

F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

A. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;

B. General Liability: Coverage (including motor vehicle operation) with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability and will include the Client, San Ysidro School District, as an additional insured; and

C. Errors and Omissions: Coverage with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

D. Cyber Liability/Privacy: Coverage with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. DISPUTE RESOLUTION

A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.

B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. TERMINATION

A. This Agreement may be terminated upon the occurrence of any of the following events:

i. By either party upon the dissolution or insolvency of either party;

ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);

iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.

v. Either party shall have the right to terminate at any time without cause or penalty upon sixty (60) days prior written notice to the other party.

B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.

C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. DISPOSITION OF FILES

A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.

B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. OWNERSHIP OF RECORDS

A. Records of the services provided under this Agreement shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.

B. In the event of the expiration or termination of this Agreement, Keenan shall return all Client files except as may otherwise be agreed to, in writing, between Keenan and Client.

12. SOLICITATION OF EMPLOYEES

During the Term and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations of advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

13. MARKETING

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

14. OTHER RELATIONSHIPS

A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.

B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.

C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

15. GENERAL

A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and

collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.

C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.

D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.

E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.

G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.

H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage

pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department
Fax: (310) 533-0573

I. This Agreement may be executed in counterparts and by fax signatures.

J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

San Ysidro School District			Keenan & Associates	
Signature:			**Signature:**	
By:	**Marilyn Adrianzen**		**By:**	**Eric J. Lucas, Esq**
Title:	**Chief Business Official**		**Title:**	**Vice President**
Address:	**4350 Otay Mesa Road**		**Address:**	**2355 Crenshaw Blvd., Ste. 200**
	San Ysidro, CA 92173			**Torrance, CA 90501**
Attention:	**Marilyn Adrianzen**		**Attention:**	**Greg Trapp**
Telephone:	**(619) 428 - 4476 x3004**		**Telephone:**	**(949) 940 - 1760 x5165**
E-mail:	**marilyn.adrianzen@sysdschools.org**		**E-mail:**	**gtrapp@keenan.com**

Board Approved: 06-13-19

EXHIBIT A-1
ADMINISTRATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:

   A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.

   B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.

   C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.

EXHIBIT A-2
ADJUSTMENT SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:

   A. The maintenance of a file on each Claim reported to Keenan.

   B. Periodic review and adjustment of reserves on all open Claims.

   C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.

   D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.

   E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.

   F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the "Memorandum of Coverage" or "Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.

   G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.

   H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.

   I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.

EXHIBIT A-3
INVESTIGATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:

   A. Receipt and examination of all reports of Claims.

   B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.

   C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.

   D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.

2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.

EXHIBIT A-4
ADDITIONAL INVESTIGATIVE SERVICES

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:

   A. Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").

2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.

3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.

EXHIBIT A-5
SECTION 111 REPORTING SERVICES

1. Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("Section 111") requires the reporting of certain liability settlements and/or payments to the Center for Medicare Services ("CMS"). Client is the Responsible Reporting Entity ("RRE"), as defined under Section 111, for any liability payment or settlement made by it from its own funds.

   For each claim managed by Keenan under the Agreement, Keenan shall, in its capacity as TPA, perform the following services:

   a. Determine whether or not a Section 111 report ("Report") must be filed; and

   b. File any required Reports on behalf of Client.

2. When a claim payment or settlement exceeds Client's retained limit or deductible ("MRL/Deductible"), Keenan, as Client's TPA, shall file a Report with respect to the portion of the payment made from the client's MRL/Deductible. The coverage provider, **Southern Califonia ReLiEF**, is responsible for submitting a Report with respect to any payments made by the coverage provider.

3. It is the Client's responsibility to timely provide Keenan with all information in its possession that is required for the filing of a 111 Report. Keenan shall not be responsible for any penalty or fine that is assessed for a failure to file a timely, accurate and/or complete Report if such failure was the result of the failure of the Client or any third party to provide Keenan with all information necessary to file a timely, accurate, and complete Report.

4. Keenan cannot issue a payment to a claimant until all information required for the filing of a Report has been received.

5. Keenan shall have no responsibility to file a Report for any payment or settlement made by Client without the involvement of Keenan. In such cases, Client, or its designee, shall be solely responsible for its own Section 111 compliance. This includes, without limitation, the determination of whether or not a Report must be submitted, as well as the preparation and submission of all required Reports.

EXHIBIT B
COMPENSATION

1. Client agrees to pay Keenan fees calculated as follows:

   A. For the period of **July 1, 2019 – June 30, 2020:**

V.P./A.V.P./Claims Manager -	$92.75 per hour
Senior Claims Examiner -	$87.50 per hour
Claims Examiner -	$77.50 per hour
Expenses -	42% of hourly billings
Minimum per file charge	One hour

2. Fees for subsequent contract years, as applicable, will be determined based upon Keenan's then-current hourly rate. Keenan shall provide Client notice of the rates for subsequent years at least sixty (60) days before the beginning of the applicable contract year.

3. Invoices will be issued quarterly for fees for time and expense actually accrued, if any, and are due and payable upon receipt of the invoice.

4. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board
BOARD MEETING DATE: May 9, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES FOR PREVENTION EDUCATION PROGRAM

BACKGROUND INFORMATION:
South Bay Community Services (SBCS) has been providing evidenced-based Teen Pregnancy Prevention Education Program in the South Bay region since 2010. In January 2016, California adopted a new law covering comprehensive sexual health education and HIV/STI prevention education in public schools, Education Code Sections 51930-51939 (AB 329). SBCS has received additional funding from the Office of Adolescent Health (OAH) for these educational programs utilizing the Positive Prevention PLUS (PP+) curriculum to continue and to meet the requirements of the California Healthy Youth Act of 2016.

The Teen Pregnancy Prevention Education Program focuses on preventing teen pregnancy and HIV/STI infections by educating 8th through 12th grade youth on their reproductive health, gender identity, healthy relationships, peer pressure, and effective communication with partners and parents/trusted adults for consistent support. In addition, the program seeks to empower adolescents to be in control of their reproductive health and provides linkages to local resources within their community that can support them in this endeavor. Teen Pregnancy Prevention Education aims to decrease the stigma associated with reproductive health care and education by promoting access to services; teaching in schools; supporting communication with parents/trusted adults' promotion healthy relationships free from violence; supporting LGBTQ individuals; and having a space to receive comprehensive, non-judgmental, evidence-based education to prevent adolescent pregnancy and infections rates in the South Bay Region.

RECOMMENDATION:
Approve the Memorandum of Understanding with South Bay Community Services for the Teen Pregnancy Prevention Education Program from July 1, 2019 through June 30, 2020 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - Action 1.15: Provide professional development opportunities for site and district administrators to support teaching and learning and to strengthen educational practices. 1.16: Provide professional development for specific programs implemented in middle schools and/or elementary schools.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #:

N/A	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

Memorandum of Understanding
Between
South Bay Community Services
And
San Ysidro School District

This is a Memorandum of Understanding between **South Bay Community Services (SBCS)** and **the San Ysidro School District**. While this is not a legally binding document, this Memorandum does indicate a voluntary agreement to implement the following service delivery plan for the Teen Pregnancy Prevention Program (CAT+) designed by the aforementioned party and other participating collaborators.

I. Purpose: The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between **SBCS** and the **San Ysidro School District** for the purpose of implementing coordinated services in the proposed program. The goal of this program is: "To help at risk youth."

II. Term: This Memorandum of Understanding shall begin on **July 1st, 2019** and will extend through **June 30th, 2020**. Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.

III. Description of Participation:

San Ysidro School District agrees, per this memorandum, to provide the following:

1. Designate an individual as a point of contact for the program.
2. Participate, when appropriate, in collaborative focus group discussions for the purpose of gathering and assessing program impact.
3. Staff will help disseminate information about the program and will collect student consent forms as appropriate.
4. Communicate immediately if problems/concerns arise with students or program implementation.
5. Provide coordinated input in the development of new programs, services and funding to insure that growth and expansion of services to children and their families fits into the ongoing aims of the collaboration.
6. Provide meeting and program space as available and appropriate.

South Bay Community Services agrees, per this memorandum, to provide the following:

1. Provide accurate and up-to-date information to 13-18 year olds about abstinence, avoiding unwanted pregnancies, birth control, and STI/HIV prevention, media pressure, healthy relationships, as well as skill development and goal setting. The group utilizes evidence based curriculum designed to give teenagers the opportunity to put into practice skills related to healthy decision making and resisting peer pressure. SBCS will provide oversight, facilitation and coordination of the program design, implementation, service

delivery, information management, and reporting to ensure that a high caliber of services is maintained. Implementation of the curriculum includes, but is not limited to:

a) Collaborate with **schools with in the San Ysidro School District** to identify appropriate implementation strategies
b) Provide parent/guardian consent forms for participation in the program
c) Provide trained Prevention Specialists to deliver the program
d) Deliver curriculum to ensure fidelity of the program
e) Monitor program fidelity
f) Provide resources to students and families throughout and on completion of services

2. Designate an individual as a point of contact for the program.
3. SBCS will utilize surveys/demographic forms to gather feedback on program implantation, follow up support and sustainability
4. Provide follow-up information to community stakeholders
5. Continue efforts to identify additional youth needs and provide additional information to enhance the program's service effectiveness and promote better outcomes for youth.
6. Provide an updated status report upon request.

IV. **Confidentiality**: The collaborative partner acknowledges that their staff may acquire information from a variety of sources concerning or belonging to SBCS during the term of this Memorandum that is confidential. Such confidential information includes but is not limited to all proprietary information on SBCS, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of SBCS. The collaborative partner agrees to maintain the confidentiality of this information. The collaborative partner also agrees that s/he will not directly or indirectly use or disclose any such information during or after the term of this Memorandum by SBCS to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of SBCS to receive such information.

For the purposes of this Memorandum of Understanding, the signature by the collaborative partner on this document and the attached Business Associate Contract (**Attachment A**) ensures that the collaborative partner shall be in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations. The collaborative partner to SBCS, a Business Associate of SBCS as defined by HIPAA regulations, shall not use or further disclose protected health information other than as permitted or required by the contract or as required by law.

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

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

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

VI. **Insurance**: South Bay Community Services shall maintain Public Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:	
Commercial General Liability	$1,000,000 per occurrence
Improper Sexual Conduct	$1,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim
Umbrella Liability	$4,000,000 per occurrence

Workers Compensation will be in conformance with the laws of State of California and applicable federal laws. SBCS shall file, with the San Ysidro Schoo District , Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the San Ysidro School District as an additional insured.

VII. **Value of Services**: No Money is transferred. The value of staff time provided by South Bay Community Services is approximately $ 9,500.

VIII. **Funding Availability:** Funding of this Agreement, if funded by the Office of Adolescent Health, is contingent upon appropriation and availability of funds. Work performed in advance of contract approval shall be done at the sole risk of SBCS.

IX. **Independent Contractor:** It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, SBCS is acting as an independent contractor and not as an officer, agent, or employee of the **San Ysidro School District.**

X. **Governing Law/Venue San Diego:** In the event of litigation, the MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

XI. **Successors and Assigns / Assignment:** Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

XII. **Termination**: This Memorandum of Understanding may be terminated for any reason by giving 30 days written notice.

XIII. **Entire Agreement:** This MOU represents the entire MOU and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOU may not be amended in any way except by a writing duly executed by both parties hereto.

Signature contained on the following page

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SOUTH BAY COMMUNITY SERVICES
A California nonprofit, public benefit corporation

By: Kathryn Lembo

Title: President & Chief Executive Officer

Signature: _____

Date: _____

Address: 430 F Street
Chula Vista, CA 91910

SAN YSIDRO SCHOOL DISTRICT

Signer's Printed Name: Marilyn Adrianzen

Title: Chief Business Official

Signature: _____ Date: _____

Phone: (619) 428-4476 Email address: marilyn.adrianzen@sysdschools.org

Address: 4350 Otay Mesa Road, San Ysidro, CA 92173

Board Approved: 06-13-19

Business Associate Agreement

This Business Associate Agreement ("BAA") supplements and is made a part of any and all agreements ("Agreement(s)") entered into by and between South Bay Community Services, a California nonprofit corporation ("SBCS") and **San Ysidro School District** ("BUSINESS ASSOCIATE") and is dated effective as of **July 1, 2019** ("Effective Date").

RECITALS

A. SBCS and BUSINESS ASSOCIATE desire to protect the privacy and provide for the security of Protected Health Information (as that term is defined herein) used by or disclosed to BUSINESS ASSOCIATE in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and 164, the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Health and Safety Code §1280.15, California Civil Code §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), and the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time.

B. BUSINESS ASSOCIATE provides services to SBCS, or performs or assists in the performance of SBCS activities or functions, involving the use or disclosure of Protected Health Information in the course of such service or assistance.

C. SBCS wishes to disclose to BUSINESS ASSOCIATE certain information, some of which may constitute Protected Health Information or Medical Information (herein collectively referred to as "PHI").

Therefore, intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. EFFECT OF BAA. This BAA amends, supplements and is made a part of any and all Agreement(s) between SBCS and BUSINESS ASSOCIATE, regardless of whether the Agreement(s) shall have been entered into before or after the Effective Date of this BAA. To the extent that the terms of the Agreement(s) are inconsistent with the terms of this BAA, the terms of this BAA shall control.

2. DEFINITIONS.

2.1 "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including 45 CFR §164.402, as well as California Civil Code §§ 1798.29 and 1798.82.

2.2 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by health care clinicians and staff, or others, and shall have the meaning given to such term under the HITECH Act, including Section 13400(5).

2.3 "Electronic PHI" means PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code §§ 1798.29 and 1798.82.

2.4 "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

2.5 "Medical Information" means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental or physical condition, or treatment and shall have the meaning given to such term under California Civil Code § 56.05.

2.6 "Protected Health Information" ("PHI") means any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR § 160.103. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code §§ 56.05 and 1798.82.

2.7 "Secretary" means the Secretary, Department of Health and Human Services, or his or her designee.

2.8 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

2.9 "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of an Encryption or Destruction technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) of the HITECH Act on the Health and Human Services Web site, as such guidance may be revised from time to time, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.402.

2.9.1 "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including 45 CFR § 164.304.

2.9.2 "Destruction" means the use of a technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such that the PHI cannot be read, retrieved, or otherwise reconstructed. Redaction is inadequate for the purposes of destruction.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

3.1 Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE may use, access, and/or disclose PHI received by BUSINESS ASSOCIATE solely for the purpose of performing a function or activity for or on behalf of the SBCS. To the extent the BUSINESS ASSOCIATE carries out one or more of SBCS's

obligation(s) under Subpart E of 45 CFR Part 164, BUSINESS ASSOCIATE must comply with the requirements of Subpart E that apply to the SBCS in the performance of such obligation(s).

3.1.1 Minimum Necessary. With respect to the use, access, or disclosure of PHI by BUSINESS ASSOCIATE as permitted under section 3.1, BUSINESS ASSOCIATE shall limit such use access, or disclosure, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, access, or disclosure. BUSINESS ASSOCIATE shall determine what constitutes the minimum necessary to accomplish the intended purpose in accordance with HIPAA, HIPAA Regulations and any applicable guidance issued by the Secretary.

3.1.2 Documentation of Disclosures. With respect to any disclosures of PHI by BUSINESS ASSOCIATE as permitted under section 3.1, BUSINESS ASSOCIATE shall document such disclosures including, but not limited to, the date of the disclosure, the name and, if known, the address of the recipient of the disclosure, a brief description of the PHI disclosed, and the purpose of the disclosure.

3.1.3 Modification of PHI. Except as permitted under section 3.10.2 below, BUSINESS ASSOCIATE shall not modify any existing data to which it is granted access other than to correct errors, or derive new data from such existing data. BUSINESS ASSOCIATE shall record any modification of data and retain such record for a period of seven (7) years.

3.1.4 Electronic Transaction Standards. Where applicable, BUSINESS ASSOCIATE shall adhere to the transaction standards as specified in 45 CFR §§ Parts 160 and 162.

3.2 Other Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE may, if necessary and only to the extent necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATE's business, (ii) to provide data aggregation services relating to the health care operations of SBCS, or (iii) to carry out BUSINESS ASSOCIATE's legal responsibilities, subject to the limitation in section 3.3, below. BUSINESS ASSOCIATE shall obtain reasonable assurances from the person to whom the PHI is being disclosed that, as required under this BAA, the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. BUSINESS ASSOCIATE shall require that any Breaches or Security Incidents be immediately reported to BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall then report the Breach or Security Incident to SBCS in accordance with section 3.7.

3.3 Nondisclosure of PHI. BUSINESS ASSOCIATE is not authorized and shall not use or further disclose SBCS's PHI other than as permitted or required under any agreement it has with SBCS, including this BAA, or as required by law or regulation.

3.3.1 Disclosures Required by Law. In the event BUSINESS ASSOCIATE is required by law to disclose PHI, BUSINESS ASSOCIATE shall promptly notify SBCS of such requirement. BUSINESS ASSOCIATE shall give SBCS sufficient opportunity to oppose such disclosure or take other appropriate action before BUSINESS ASSOCIATE discloses the PHI.

3.3.2 Legal Process. In the event BUSINESS ASSOCIATE is served with legal process or a request from a governmental agency that may potentially require the disclosure of PHI, BUSINESS ASSOCIATE shall promptly, and in any case within two (2) business days of its receipt of such legal process or request, notify SBCS. BUSINESS ASSOCIATE shall not disclose the PHI without SBCS'S consent unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

3.4 Prohibition on Sale of PHI for Remuneration. Subject to the limitations set forth in Section 13405(d)(2) of the HITECH Act, BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for any of SBCS's PHI unless BUSINESS ASSOCIATE first obtains authorization from SBCS. SBCS shall not grant such authorization unless the subject of the PHI has granted SBCS a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the individual's PHI.

3.5 Security Standards. BUSINESS ASSOCIATE shall take appropriate security measures (i) to protect the confidentiality, integrity and availability of SBCS's Electronic PHI information that it creates receives, maintains, or transmits on behalf of the SBCS and (ii) to prevent any use or disclosure of SBCS's PHI other than as provided by the Agreement(s) and this BAA. Appropriate security measures include the implementation of the administrative, physical and technical safeguards specified in the HIPAA Security Rule (the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162, and 164).

3.6 Security Documentation. BUSINESS ASSOCIATE shall maintain the policies and procedures implemented to comply with section 3.5 in written form (paper or electronic). If an action, activity or assessment is required to be documented, BUSINESS ASSOCIATE shall maintain a written record (paper or electronic) of the action, activity, or assessment, shall retain the documentation for six (6) years from the date of its creation or the date when it last was in effect, whichever is later, make documentation available to those persons responsible for implementing the procedures to which the documentation pertains, and review documentation periodically, and update as needed, in response to environmental or operational changes affecting the security of the PHI.

3.7 Notification of Breaches and Security Incidents. BUSINESS ASSOCIATE shall notify SBCS in both writing and via email as soon as possible, but in no event more than two (2) business days, after BUSINESS ASSOCIATE becomes aware of any Breach of or Security Incident involving SBCS's PHI. BUSINESS ASSOCIATE shall be deemed to be aware of any Breach or Security Incident as of the first day on which such Breach or Security Incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. BUSINESS ASSOCIATE shall identify as soon as practicable each individual whose unsecured PHI has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, accessed, acquired, or disclosed during such Breach or Security Incident. BUSINESS ASSOCIATE shall cooperate in good faith with SBCS in the investigation of any Breach or Security Incident.

3.7.1 Contact Information for Breaches. The following contacts shall be used for the notification of any breaches:

SBCS Privacy Officer	SBCS Security Officer(s)
Pam Wright pwright@csbcs.org 430 F Street Chula Vista CA 91910 (619) 420-3620	Scot Hadzima & Dan Herrera MIS@csbcs.org 430 F Street Chula Vista CA 91910 (619) 420-3620

3.8 Prompt Corrective Actions. In addition to the notification requirements in section 3.7 above, and with prior notice to the SBCS, BUSINESS ASSOCIATE shall take (i) prompt corrective action to remedy any Breach or Security Incident, (ii) mitigate, to the extent practicable, any harmful effect of a use or

disclosure of PHI by BUSINESS ASSOCIATE, and (iii) take any other action required by applicable federal and state laws and regulations pertaining to such Breach or Security Incident.

3.8.1 Notification of Corrective Action and Provision of Policies. BUSINESS ASSOCIATE will provide written notice to SBCS as soon as possible but no later than ten (10) calendar days after discovery of the Breach or Security Incident of (i) the actions taken by BUSINESS ASSOCIATE to mitigate any harmful effect of such Breach or Security Incident and (ii) the corrective action BUSINESS ASSOCIATE has taken or shall take to prevent future similar Breaches or Security Incidents. Upon SBCS's request, BUSINESS ASSOCIATE will also provide to SBCS a copy of BUSINESS ASSOCIATE's policies and procedures that pertain to the Breach or Security Incident involving SBCS's PHI, including procedures for curing any material breach of this BAA.

3.8.2 Lost or Indecipherable Transmissions. BUSINESS ASSOCIATE agrees to make reasonable efforts to trace lost or translate indecipherable transmissions. BUSINESS ASSOCIATE shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of BUSINESS ASSOCIATE.

3.9 RIGHTS and RESPONSIBILITIES of SBCS.

3.9.1 Right of SBCS to Accounting or Audit. Within fifteen (15) calendar days of SBCS's request, BUSINESS ASSOCIATE shall provide, at BUSINESS ASSOCIATE's expense, an audit or written accounting of the uses and disclosures of SBCS's PHI made by BUSINESS ASSOCIATE and its Agents, if: (i) SBCS receives credible information that there has been a Breach or Security Incident involving SBCS's PHI, or (ii) if SBCS determines that the written notice provided in section 3.8.1 does not provide sufficient assurances that the Breach or Security Incident involving SBCS's PHI has been remedied.

3.9.2 SBCS's Right to Terminate. If BUSINESS ASSOCIATE fails to provide the accounting or audit in a timely manner, or if SBCS is not satisfied that the corrective action is sufficient to reasonably prevent similar Breaches or Security Incidents in the future, SBCS may terminate its applicable Agreements with BUSINESS ASSOCIATE in accordance with section 5, below.

3.9.3 Costs Related to Inappropriate Use, Access or Disclosure of PHI. If BUSINESS ASSOCIATE fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or any other agreement it has with SBCS or if there is a Security Incident or Breach of PHI in BUSINESS ASSOCIATE's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, BUSINESS ASSOCIATE agrees to pay and reimburse SBCS for any and all costs, direct or indirect, incurred by SBCS associated with any Security Incident or Breach notification obligations. BUSINESS ASSOCIATE also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the SBCS of the Breach or Security Incident as required by this BAA.

3.9.4 Regulatory Compliance. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use, disclosure or security of PHI received from SBCS (or created or received by BUSINESS ASSOCIATE on behalf of SBCS) available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining SBCS's and/or BUSINESS ASSOCIATE's compliance with federal/state privacy and security laws and regulations.

3.9.5 Inspection of Records. Within twenty (20) calendar days after SBCS's written request, BUSINESS ASSOCIATE shall make available to SBCS and its authorized agents, during normal business hours, all facilities, systems, procedures, records, books, agreements, policies and

procedures relating to the use and/or disclosure of SBCS's PHI for purposes of enabling SBCS to determine BUSINESS ASSOCIATE's compliance with federal/state privacy and security laws and regulations.

3.10 Rights of Individuals.

3.10.1 Individual's Right to Request Restrictions of PHI. BUSINESS ASSOCIATE shall notify SBCS in writing within five (5) business days after receipt of any request by individuals or their representatives to restrict the use and disclosure of the PHI BUSINESS ASSOCIATE maintains for or on behalf of SBCS. Upon written notice from SBCS that it agrees to comply with the requested restrictions, BUSINESS ASSOCIATE agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of SBCS.

3.10.2 Individual's Request for Amendment of PHI. BUSINESS ASSOCIATE shall inform SBCS within five (5) business days after receipt of any request by or on behalf of the subject of the PHI to amend the PHI that BUSINESS ASSOCIATE maintains for or on behalf of SBCS. BUSINESS ASSOCIATE shall, within twenty (20) calendar days after receipt of a written request, make the subject's PHI available to SBCS as may be required to fulfill SBCS's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.526. BUSINESS ASSOCIATE shall, as directed by SBCS, incorporate any amendments to SBCS's PHI into copies of such PHI maintained by BUSINESS ASSOCIATE.

3.10.3 Individual's Request for an Accounting of Disclosures of PHI. BUSINESS ASSOCIATE shall document all disclosures of PHI and, within twenty (20) calendar days after receipt of a written request, make available to SBCS, and, if authorized in writing by SBCS, to the subject of the PHI, such information maintained by BUSINESS ASSOCIATE or its agents as may be required to fulfill SBCS's obligations to provide an accounting for disclosures of SBCS's PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to, 45 CFR § 164.528, and the HITECH Act, including, but not limited to Section 13405(c).

3.10.4 Electronic Health Records. If BUSINESS ASSOCIATE, on behalf of SBCS, uses or maintains Electronic Health Records with respect to PHI, SBCS may provide an individual, upon the individual's request, with the name and contact information of BUSINESS ASSOCIATE so that the individual may make a direct request to BUSINESS ASSOCIATE for an accounting of disclosures made by BUSINESS ASSOCIATE during the three (3) years prior to the date on which the accounting is requested or as otherwise provided under the HITECH Act Section 13405(c)(4)(A) or Section 13405(c)(4)(B).

3.10.5 Access to PHI by the Individual. If SBCS determines that a an individual's PHI is held solely by BUSINESS ASSOCIATE or if BUSINESS ASSOCIATE is acting on behalf of SBCS to provide access to or a copy of an individual's PHI, BUSINESS ASSOCIATE shall, within five (5) calendar days after receipt of a written request, make available to SBCS, and, if authorized in writing by SBCS, to the subject of the PHI, such information as may be required to fulfill SBCS's obligations to provide access to or provide a copy of the PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.524.

3.10.6 Access to Certain Information in Electronic Format. If BUSINESS ASSOCIATE uses or maintains Electronic Health Records with respect to PHI on behalf of SBCS, BUSINESS ASSOCIATE shall, upon request of SBCS, provide SBCS with the requested Electronic Health Record in an electronic format.

3.11 Compliance with Law. In connection with all matters related to this BAA, BUSINESS ASSOCIATE shall comply with all applicable federal and state laws and regulations, including, but not limited to, HIPAA, the HIPAA Regulations, 45 CFR §§ Parts 160, 162 and 164, and the HITECH Act, Subtitle D, part 1, California Civil Code §1798.29 and California Health and Safety Code §1280.15, as they may be amended from time to time.

4. BUSINESS ASSOCIATE'S AGENTS. Other than as expressly authorized herein, BUSINESS ASSOCIATE will provide SBCS's PHI only to persons or entities, including subcontractors, that have an agency relationship to BUSINESS ASSOCIATE and that have been approved in advance by SBCS ("Agents"). BUSINESS ASSOCIATE will provide PHI to Agents solely for the purposes of carrying out the Agreement.

4.1 BUSINESS ASSOCIATE shall require such Agents to agree to the same restrictions and conditions that are imposed on BUSINESS ASSOCIATE by this BAA, and to provide written assurance of such agreement, including, but not limited to, sections 3.5 ("Security Standards"), 3.6 ("Security Documentation") and 3.7 ("Notification of Breaches and Security Incidents).

5. TERMINATION AND OTHER REMEDIES.

5.1 Material Breach. A breach by either party of any material provision of this BAA shall constitute a material breach of the Agreement(s) between SBCS and BUSINESS ASSOCIATE. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

5.1.1 Terminate all applicable Agreements, including this BAA, immediately if the other party has breached a material term of this BAA.

5.1.2 Terminate the applicable Agreement(s), including this BAA, unless the other party, within five (5) business days, provides a plan to cure the breach and, within fifteen (15) business days, cures the breach;

5.1.3 In the case of a material breach of the BAA, if termination is not feasible, upon the non-breaching party's request, the breaching party shall:

(a) at its expense, provide a third-party review of the outcome of any plan implemented under section 5.1.2. to cure the breach;

(b) at its expense, submit to a plan of monitoring and reporting to demonstrate compliance with the BAA.

5.2 Effect of Termination - Return or Destruction of PHI held by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE's Agents. Upon termination, expiration or other conclusion of the BAA for any reason, BUSINESS ASSOCIATE shall return or, at the option of SBCS, provide for the Destruction of all PHI received from SBCS, or created and received by BUSINESS ASSOCIATE on behalf of SBCS in connection with the BAA, that BUSINESS ASSOCIATE or its Agents still maintains in any form, and shall retain no copies of such PHI. Within thirty (30) calendar days after the termination of this BAA, BUSINESS ASSOCIATE shall both complete such return or Destruction and certify in writing to SBCS that such return or Destruction has been completed.

5.3 Return or Destruction Not Feasible. If BUSINESS ASSOCIATE represents to SBCS that return or Destruction of SBCS's PHI is not feasible, BUSINESS ASSOCIATE must provide SBCS with a written statement of the reason that return or Destruction by BUSINESS ASSOCIATE or its Agents is not feasible. If SBCS determines that return or Destruction is not feasible, this BAA shall remain in full force and effect and shall be applicable to any and all of SBCS's PHI held by BUSINESS ASSOCIATE or its Agents.

5.4 Other Remedies. Notwithstanding the foregoing rights to terminate the Agreement(s), SBCS shall have such other remedies as are reasonably available at law or equity, including injunctive relief.

5.5 Civil and Criminal Penalties. BUSINESS ASSOCIATE understands and agrees that it is subject to civil or criminal penalties applicable to BUSINESS ASSOCIATE for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act.

6. CHANGES TO THIS BAA.

6.1 Compliance with Law. The parties acknowledge that state and federal laws and regulations relating to electronic data security and privacy are rapidly evolving and that additional obligations and responsibilities may be imposed on BUSINESS ASSOCIATE to ensure compliance with the new laws and regulations. The parties specifically agree to comply with all applicable laws and regulations and take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI, without need to amend or modify this BAA.

7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In addition to any general and/or professional liability insurance coverage required of BUSINESS ASSOCIATE under the Agreement, BUSINESS ASSOCIATE agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the security, privacy, or confidentiality obligations of BUSINESS ASSOCIATE, its officers, employees, agents and subcontractors, under this BAA. Such insurance coverage shall be maintained for the term of the Agreement, and a copy of such policy or a certificate evidencing the policy shall be provided to SBCS at SBCS's request.

7.2 Indemnification by BUSINESS ASSOCIATE. BUSINESS ASSOCIATE agrees to defend, indemnify, and hold harmless SBCS, its officers, employees and agents from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this BAA, to the extent such claims, liabilities, demands, damages, losses, costs and expenses (including costs and reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of BUSINESS ASSOCIATE, its officers, employees or agents.

8. MISCELLANEOUS PROVISIONS.

8.1 Assistance in Litigation or Administrative Proceedings. BUSINESS ASSOCIATE shall make itself, and any employees or agents assisting BUSINESS ASSOCIATE in the performance of its obligations under this BAA, available to SBCS at no cost to SBCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against SBCS, its directors, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy.

8.2 Independent Contractor. BUSINESS ASSOCIATE is an independent contractor and nothing in this BAA is intended to create or imply an agency or employment relationship between SBCS and BUSINESS ASSOCIATE.

8.3 No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person or entity other than SBCS, BUSINESS ASSOCIATE and its respective agents, successors or assigns.

8.4 Number. Where the context admits, words in the plural include the singular, and the singular includes the plural.

8.5 Survival. The obligations of BUSINESS ASSOCIATE under Sections 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 5.2, 5.3, 5.5, 7.2, and 8.1 of this BAA shall survive the termination of any Agreement(s) between SBCS and BUSINESS ASSOCIATE.

8.6 Notices. Any notices to be given to either party shall be made via U.S. Mail or express courier to the address listed below:

If to BUSINESS ASSOCIATE, to:

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Attention: Chief Business Official

If to SBCS, to:

SOUTH BAY COMMUNITY SERVICES
430 F Street
Chula Vista, CA 91910
Attention: HIPAA Security Officer--MIS

Each party may change its address and that of its representative for notice by giving notice in the manner provided above.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this BUSINESS ASSOCIATE AGREEMENT.

SOUTH BAY COMMUNITY SERVICES, a California nonprofit corporation

By:_____

_____
(Print Name)

_____
Title

_____
Email Address

BUSINESS ASSOCIATE, San Ysidro School District

By:_____

Marilyn Adrianzen
(Print Name)

Chief Business Official
Title
marilyn.adrianzen@sysdschools.org
Email Address

Board approved: 06-13-19