

San Ysidro School District Governing Board

AGENDA

Thursday
August 8, 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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JULY 11, 2019
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, July 11, 2019 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **San Ysidro School District - Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

FOR CERTAIN AGENDA ITEMS THE GOVERNING BOARD ACTED AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICTS NOS. 1, 2, AND 3 OF THE SAN YSIDRO SCHOOL DISTRICT.

MINUTES

1. **CALL TO ORDER** Who: President I. Lopez Time: 5:06 p.m.
2. **ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
 - Mrs. Irene Lopez, Board President
 - Mr. Humberto Gurmilan, Board Vice-President
 - Mr. Antonio Martinez, Board Clerk
 - Mr. Rudy Lopez, Member
 - Mrs. Rosaleah Pallasigue, Member

3. **AGENDA**
The Board approved the agenda and tabled Item 14E.14.

Motion: Martinez Second: I. Lopez Vote: Unanimous

4. **PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**
None at this time.

Vice-President Gurmilan made the motion to recess to Closed Session, seconded by Member R. Lopez.
The vote was unanimous.

5. **GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:09 p.m. in accordance with section 54954.5 regarding:**

- 5.1 **CONFIDENTIAL STUDENT MATTERS**
EDUCATION CODE SECTION 35146 & 48912 (Colom)
STUDENT MATTER/REVIEW OF READMISSION
ID# 158656

- 5.2 **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION** (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. Fonseca
Case No. 37-2017-00007369-CU-MC-CTL

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
Case: Cinthya Martinez vs. San Ysidro School District
Case No. 37-2017-00047882-CU-PO-CTL

5.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
Case: Erika Meza v. San Ysidro School District
Case No. ADJ11890751

5.5 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 5

5.6 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS (Farkas/Adrianzen)

Agency Negotiators: David Farkas Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

5.7 GOVERNMENT CODE SECTION 54957.6 (J. Sanchez)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Board President, Irene Lopez, Legal Counsel, Joseph Sanchez

Unrepresented Employee: Superintendent

5.8 GOVERNMENT CODE SECTION 54957 (Farkas)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

RECONVENED into OPEN SESSION at 6:06 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.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

- 1) Item 5.3 - The Board gave Attorney Randy Winnett authorization to settle this case.

6. CALL TO ORDER Who: President I. Lopez Time: 6:07 p.m.

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

Mrs. Irene Lopez, Board President

Mr. Humberto Gurmilan, Board Vice-President

Mr. Antonio Martinez, Board Clerk

Mr. Rudy Lopez, Member

Mrs. Rosaleah Pallasigie, Member

8. FLAG SALUTE by Emiliano Lizarraga, Smythe School Student

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)

9.1 Student Spotlights: Summer Career Pathways and Extended School Year - Omar Calleros/Manuela Colom

9.2 Recognition of Glenn Heath, Temporary Executive Director of Human Resources - David Farkas/
Linda Gonzales

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING**

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

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

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

Dell Gregorio Moreno, Employee, Commented: 1) Shared concerns about bullying. 2) At a young age, he was the victim of an incident, felt devastated and didn't care about others. He started defending students that were bullied. 3) He learned a lesson of compassion. He forgave and learned to value one another. Giving a little kindness goes a long way.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Pallasigue, Commented: 1) Thanked staff for all their hard work. 2) It's a privilege to see how far we've come in a short time. 3) Welcomed Assistant Principal Preciado. 4) Sunset School Preschool was recognized and thanked Lorena Varela-Reed. 5) Would like to have activities for students during recess such as yoga and knitting clubs.

Member R. Lopez, Commented: 1) Attended the NALEO conference and shared information about two topics from the conference. Toxic stress which is the relationship with parents going on in the house. Baltimore City Schools has mediation rooms for students to help with stress. 2) We can lose funding for Title I and Special Education if we don't participate in the census.

Clerk Martinez, Commented: 1) Thanked David Hernandez for the article. 2) He ran for the Board because the statistic was that less than fifty percent of students did not have a high school diploma in San Ysidro and he didn't accept that and wanted to make a difference. 3) Transitional homeless have it harder to go to school. Thanked Veronica Medina for her work ethic and for her collaboration with organizations. 4) Thanked cabinet and staff for everything they do.

President I. Lopez, Commented: 1) Mentioned that Veronica Medina grew up here and brought events to our community. Hopes she continues. 2) Congratulated the new principals and assistant principals. 3) Thanked Lorena Varela-Reed and her staff for their dedication. 4) Thanked Dr. Potter for her hard work. 5) We need to be a family and forgive. Children depend on us.

Vice-President Gurmilan, Commented: 1) Thanked staff for already working for next year. 2) Thanked staff that are going into a new position. 3) The Board is excited to start a new school year together. We need to keep working. 4) Thanked everyone for the Summer Food Program. 5) Thanked Dr. Potter and staff for all the hard work. 6) Let's start the new year strong.

Superintendent Potter, Commented: 1) Thanked staff and Oscar Madera for the Summer Program. 2) Thanked Omar Calleros who partnered with SDCOE and through this partnership, our students will visit Fischer Pharmaceuticals. 3) Thanked David Hernandez for the article in the Union Tribune. 4) Thanked Glenn Heath for being her mentor. 5) Welcomed the new principals. 6) Thanked the Board of their leadership and commitment to the school District. 7) Announced the Welcome Back Breakfast next week.

12. CONFERENCE SESSION**Reports/Presentations**

12.1 Establish Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2019-2020 fiscal year - Justin Bjorgan, California Financial Services - KeyAnalytics

12.2 Governmental Accounting Standards Board (GASB) 75 and Other Post-Employment Benefits (OPEB) - Nyhart Company

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of May 9, 2019 and the minutes of the Special Board Meeting of June 6, 2019.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

13.2 FIRST AMENDMENT TO EMPLOYMENT AGREEMENT WITH SUPERINTENDENT

(I. Lopez)

The Board discussed and approved the first amendment to the employment agreement.

Board President Irene Lopez presented an oral report on the key points of the amendment to Dr. Potter's Employment Agreement:

1. The end date of the agreement shall be extended to June 30, 2023.
2. The superintendent's annual base salary shall be increased by 2% to \$202,660 dollars.
3. The superintendent's vacation days shall increase by five days.

Motion: Martinez Second: R. Lopez Vote: Unanimous

13.3 RESOLUTION 19/20-0010 (Adrianzen)

The Board approved and adopt Resolution No. 19/20-0010 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2019-20 fiscal year. *(Representatives from California Financial Services - KeyAnalytics were present to answer any questions.)*

Motion: Pallasigue Second: Gurmilan Vote: Unanimous

13.4 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) 75 AND OTHER POST-EMPLOYMENT BENEFITS (OPEB) - STATEMENT NO. 75 REPORT FOR FISCAL YEAR 2018-19 (Adrianzen)

Information Only. *(A representative from Nyhart Company was present to answer any questions from the Governing Board.)*

13.5 CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR CERTIFICATED ADMINISTRATIVE COACH (Farkas)

The Board approved the temporary Certificated Management Contract/Offer of Employment for Glenn Heath.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

13.6 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 4000 SERIES (Farkas)

The Board approved second reading and adoption of revised Board Policies and Administrative Regulations - 4000 series.

Motion: Pallasigue Second: I. Lopez Vote: Unanimous

13.7 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES (Colom)

The Board approved second reading and adoption of revised Board Policies and Administrative Regulations - 6000 series.

Motion: Gurmilan Second: R. Lopez Vote: Unanimous

13.8 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 7000 SERIES (Adrianzen)

The Board approved second reading and adoption of revised Board Policies and Administrative Regulations - 7000 series.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

13.9 EMPLOYEE ATTENDANCE INCENTIVE (Farkas)

The Board approved the attendance incentive for the 7 employees listed on the attached sheet.

Motion: Gurmilan Second: Pallasigue Vote: Unanimous

13.10 REVISED MANAGEMENT SALARY SCHEDULE (Farkas)

The Board approved/ratified the revised Management Salary Schedule effective July 1, 2019 to reflect the Certificated Director category.

Motion: Gurmilan Second: Pallasigue Vote: Unanimous

13.11 SCHOOL BUS STOPS FOR 2019-20 (Adrianzen/Azevedo)

The Board approved the 2019/2020 bus stops for the San Ysidro School District to include one additional stop.

Motion: Martinez Second: R. Lopez Vote: Unanimous

13.12 AB1200 FOR CERTIFICATED/CLASSIFIED MANAGEMENT AND CLASSIFIED CONFIDENTIAL STAFF (Adrianzen)

The Board approved the submittal of AB1200 to the San Diego County Office of Education for certificated/classified management and classified confidential staff for the period of July 1, 2018 through June 30, 2019.

Motion: R. Lopez Second: Pallasigue Vote: Unanimous

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar item 14C.2 for discussion and to be voted on separately.

Motion: Martinez Second: R. Lopez Vote: Unanimous

14A. PERSONNEL - CLASSIFIED

EMPLOYMENT (Farkas)

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

14A.1 Bus Driver

14A.2 Instructional Aides

14A.3 Instructional Aides, SPED

RESIGNATION (Farkas)

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

- 14A.4 Instructional Aides

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Farkas)

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

- 14B.1 Special Day Class Teacher

RESIGNATION (Farkas)

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

- 14B.2 Language, Speech, and Hearing Specialist
- 14B.3 Special Day Class Teacher

14C. PERSONNEL MANAGEMENT

EMPLOYMENT (Farkas)

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

- 14C.1 Principals – Elementary
- 14C.2 Assistant Principals- Motion: Martinez Second: R. Lopez Vote: Unanimous

JOB DESCRIPTIONS (Farkas)

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

- 14C.3 Director of Educational Services
- 14C.4 Program & Pupil Services Specialist

RECLASSIFICATION (Farkas)

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

- 14C.5 Coordinator of Data, Evaluation and Assessment to Director of Educational Services

14D. CURRICULUM & INSTRUCTION

14D.1 APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2019-20 SCHOOL YEAR (Colom)

The Board approved the San Ysidro School District Instructional Materials/Textbook List for the 2019-20 school year.

14D.2 RAZ-KIDS AND READING A-Z AS SUPPLEMENTAL MATERIALS FOR LITERACY/GUIDED READING (Colom)

The Board approved the purchase of Raz-Kids and Reading A-Z as supplemental materials for literacy for the 2019-20 school year a total cost of \$30,720.87 from the Title I funds.

14D.3 LICENSES FOR THE RENAISSANCE LEARNING PROGRAM AS A SUPPLEMENTAL CURRICULUM FOR INDEPENDENT LITERACY/NUMERACY (Colom)

The Board approved the purchase of licenses for the Renaissance Learning Program for all sites at the total cost of \$112,688.98 from the Supplemental and Concentration fund.

14D.4 LICENSES FOR THE SECOND STEP PROGRAM FROM COMMITTEE FOR CHILDREN AS SOCIAL-EMOTIONAL LEARNING TOOL (Colom/Madera)

The Board approved the purchase of licenses and kits for the Second Step Program from Committee for Children as a social-emotional learning tool for the 2019-20 school year at the total cost of \$49,620.60 from the Supplemental and Concentration fund.

14D.5 5th ANNUAL FAMILIES FIRST RESOURCE FAIR (Colom/Medina)

The Board approved the 5th Annual Families First Resource Fair to be held on July 27, 2019 at the San Ysidro Middle School at the cost of \$5,000.00 from the McKinney-Vento fund.

14D.6 PROFESSIONAL DEVELOPMENT (Colom)

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Veronica Medina	California MTSS Professional Learning Institute -Revised-	Long Beach	July 28-31, 2019	Approx \$1,9000.00 (this includes registration, hotel, meals and mileage)	McKinney Vento Fund
Manuel Bojorquez, Consuelo Carranza, Irene Herrera Cevallos	Character Matters Conference	San Diego	June 28, 2019	\$0	No Cost
Irene Lopez, Humberto Gurmilan, Manuela Colom, Cynthia Gonzalez, Oscar Madera, Omar Calleros, Todd Lewis, Evelyn Zarzosa, Paulo Azevedo, Efrain Burciaga, Russell Little, Manuel Bojorquez, Lorena Varela R.	Equity Conference 2020 – Where There is Vision, There is Hope	San Diego	January 16-17, 2020	\$6,460.00 (Early Bird Registration fee)	Title I Fund
Oscar Madera	Special Education ACSA Academies	Riverside	Sept. 13-14, 2019 October 11-12, 2019 December 6-7, 2019 January 10-11, 2020 February 14-15, 2020 March 14-15, 2020 April 17-18, 2020	\$5,700.00	General Fund
Veronica Medina	Homeless	Sacramento	Sept. 23-24, 2019	\$1,100.00	McKinney

	Education Coordinator's Meeting				Vento Fund
David Farkas	ACSA Personnel Administrators Academy	Azusa, CA	Sept. 20-21, 2019 Oct. 18-19, 2019 Nov. 22-23, 2019 January 24-25, 2020 Feb. 21-22, 2020 March 6-7, 2020 April 3-4, 2020	\$2,590.00 + Lodging, mileage & meals	General Fund
Manuela Colom, Cynthia Gonzalez, Oscar Madera	Including Goals for Students with Disabilities in the LCAP	SDCOE	August 7, 2019	\$90.00 Sponsored by SELPA	N/A
Marilyn Adrianzen	School Finance & Management Conference	Ontario	July 10, 2019	\$250.00 + Mileage	General Fund
Albert Caballero	Survive & Thrive Mini-Sabbatical	Los Angeles	October 21-26, 2018	\$2,900.00	General Fund

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the purchase orders incurred by the District during the period June 1, 2019 through June 28, 2019.

14E.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of June 4, 2019 through June 30, 2019 for a total expenditure of \$4,711,201.35.

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

The Board accepted the Report of William's Settlement related complaints for the fourth quarter from April 1, 2019 to June 30, 2019 of the 2018-19 school year for submission to the San Diego County Office of Education.

14E.4 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$260.00 to help support and enrich our educational programs.

14E.5 RESOLUTION NO. 18/19-0050— BOARD COMPENSATION FOR MISSED MEETINGS (Potter)

The Board adopted Resolution No. 18/19-0050 recognizing that Antonio Martinez was absent from the Special Board Meeting of June 6, 2019 due to hardship and received the maximum monthly compensation for that month.

14E.6 AGREEMENT WITH D&D WILDLIFE HABITAT RESTORATION, INC. (Adrianzen/Azevedo)

The Board ratified the agreement with D&D Wildlife Habitat Restoration, Inc. for maintenance services at the Vernal Pool Mitigation Site at a monthly cost of \$575.00 from the General fund.

- 14E.7 AGREEMENT WITH INCREASE SAFETY SERVICES (Colom/Madera)**
The Board approved 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 \$3,840.00 from the Special Education fund.
- 14E.8 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR 2019-20 QUALITY PRESCHOOL INITIATIVE SERVICES (Colom/Reed)**
The Board approved/ratified the agreement with San Diego County Superintendent of Schools for the 2019-20 First 5 San Diego Quality Preschool Initiative (QPI) Program to include: Agency iPad User Agreement and Pinwheel Limited Use Agreement.
- 14E.9 AGREEMENTS WITH CODESP PUBLIC HR FOR JOINT POWERS AGENCY (Farkas)**
The Board approved/ratified the Joint Powers Agreement, Member Service Agreement and the Agency Security Agreement with the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) to cooperatively develop selection procedures which comply with state and federal requirements to include interview and test materials for the 2019-20 subscription at a cost of \$2,200.00 from the General fund.
- 14E.10 AGREEMENT WITH IMAGE ONE FOR SOFTWARE UPGRADE (Adrianzen/Zarzosa)**
The Board approved/ratified the purchase agreement with Image One to upgrade the software to process, track and generate Income Survey Forms for LCFF submittal and provide online services for the Child Nutrition Services department in an amount up to \$6,500.00 from the Child Nutrition fund.
- 14E.11 AGREEMENT WITH VERBAL BEHAVIOR ASSOCIATES (Colom/Madera)**
The Board approved the agreement with Verbal Behavior Associates to provide a functional behavior assessment for a student with special needs during school year 2019-2020 at a cost up to \$2,400.00 from the Special Education fund.
- 14E.12 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE I FUNDING AND SERVICES - REVISED (Colom)**
The Board approved the revised Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2018-2019 school year increasing the not to exceed amount to \$15,593.00 to cover for all approved expenses.
- 14E.13 PURCHASE AGREEMENT WITH COMMON GOAL SYSTEMS, INC. FOR THE TEACHEREASE SOFTWARE PROGRAM (Colom)**
The Board approved the purchase agreement with Common Goal System, Inc. for the TeacherEase Software Program to serve as a parent communication portal for San Ysidro and Vista Del Mar Middle Schools at the total cost of \$4,366.00 from the Supplemental and Concentration fund.
- 14E.14 AGREEMENT WITH IMAGINE LEARNING FOR SITE LICENSES (Colom) - *Tabled***
Approve the agreement with Imagine Learning for seven (7) Annual Imagine Learning & Literacy Site Licenses and seven (7) Imagine Learning Math Suite Annual Site License Bundles for the 2019-20 school year at a cost not to exceed \$210,000.00 from the Title III fund.
- 14E.15 AGREEMENT WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) (Colom)**
The Board approved the agreement with the Parent Institute for Quality Education for the 2019-20 school year at a cost not to exceed \$42,000.00 from the Title I fund.
- 14E.16 INTERDISTRICT ATTENDANCE AGREEMENT WITH SAN DIEGO UNIFIED SCHOOL DISTRICT (Colom)**
The Board approved/ratified the revised Interdistrict Attendance Agreement with San Diego Unified School District extending the term to 2019-2024 school years.

- 14E.17 AMENDMENT TO THE SERVICE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PRINCIPALS' COACHING AND PROFESSIONAL DEVELOPMENT (Colom)**
The Board approved the amendment to the service agreement with the San Diego County Superintendent of Schools for Principals' coaching and professional development to extend the services up to school year 2019-20 at no additional cost to the District.
- 14E.18 IN LIEU OF TRANSPORTATION AGREEMENT (Colom/Medina)**
The Board approved/ratified the In Lieu of Transportation Agreement with a McKinney-Vento family from April 2019 to April 2020. Mileage reimbursement will be paid from McKinney-Vento funds.
- 14E.19 AGREEMENT WITH WENGER & ASSOCIATES, LLC—AMENDMENT NO. 1 (Adrianzen)**
The Board approved/ratified Amendment No. 1 to the Wenger & Associates, LLC Agreement to extend the term of the agreement through June 30, 2020 to continue with Professional Development on Attendance Accounting and to create an attendance manual for staff at no additional cost.
- 14E.20 AGREEMENT WITH FAMILY VISION CARE (Colom/Madera)**
The Board approved/ratified the agreement with Family Vision Care to provide vision therapy services for a student with special needs per his IEP at a cost up to \$2,400.00 from the Special Education fund.
- 14E.21 LETTER OF ENGAGEMENT WITH WILKINSON HADLEY KING & CO. LLP (Adrianzen)**
The Board approved the letter of engagement with Wilkinson Hadley King & Co. LLP for auditing services for fiscal year 2018-19 in an amount up to \$18,250.00 from the General fund.
- 14E.22 MEMORANDUM OF UNDERSTANDING WITH BLUE SHIELD OF CALIFORNIA PROMISE HEALTH PLAN TO PARTICIPATE IN THE FAMILIES FIRST RESOURCE FAIR (Colom/Medina)**
The Board approved the Memorandum of Understanding with Blue Shield of California Promise Health Plan to participate in the Families First Resource Fair scheduled for July 27, 2019 at no cost to the District.
- 14E.23 AGREEMENT WITH UNITED HEALTHCARE COMMUNITY PLAN OF CALIFORNIA TO PARTICIPATE IN THE 5TH ANNUAL FAMILIES FIRST RESOURCE FAIR (Colom/Medina)**
The Board approved the Letter of Agreement with United Healthcare Community Plan of California to participate in the 5th Annual Families First Resource Fair scheduled for July 27, 2019 at no cost to the District.
- 14E.24 AGREEMENT WITH THE ED LADDER ORGANIZATION FOR EDUCATIONAL TUTORING – AMENDMENT NO. 1 (Colom/Medina)**
The Board approved/ratified the amendment to The ED Ladder Agreement to provide educational tutoring services to homeless students from all schools in the District during 2019-20 school year at a cost up to \$50,000.00 from the Education for Homeless Children and Youth Program Grant.
- 14E.25 AGREEMENT WITH MYPT SAN DIEGO FOR SCHOOL YEAR 2019-2020 (Colom/Madera)**
The Board approved/ratified the agreement with My PT San Diego to provide physical therapy services for students with special needs per their IEPs for 2019-20 school year at a total cost up to \$20,000.00 from Special Education fund.
- 14E.26 AGREEMENT WITH THE COUNTY OF SAN DIEGO DEPARTMENT OF PARKS & RECREATION - RIGHT OF ENTRY PERMIT (Adrianzen/Azevedo)**
The Board approved/ratified the Agreement with the County of San Diego Department of Parks & Recreation, for a temporary Right of Entry Permit to access the District's vernal pools.

14E.27 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC AGENCIES FOR 2019-2020 SCHOOL YEAR (Colom/Madera)

The Board approved the San Diego County Nonpublic Master Contracts of the above-mentioned agencies to provide specialized services for school year 2019-2020 at an estimated cost up to \$848,387.20 from the Special Education fund.

14E.28 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC SCHOOLS FOR 2019-2020 SCHOOL YEAR (Colom/Madera)

The Board approved the San Diego County Nonpublic Master Contracts of the above-mentioned Nonpublic Schools to provide specialized instructional services for school year 2019-2020 at an estimated cost up to \$332,390.86 from the Special Education fund.

14E.29 PURCHASE AGREEMENT WITH COLLEGEBOARD FOR SPRINGBOARD INSTRUCTIONAL MATERIALS (Colom/Madera)

The Board approved the purchase agreement with CollegeBoard for the SpringBoard Math Program for grades 6th to 8th at the cost of \$37,888.69 to be paid from the General fund.

14E.30 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE MULTI-TIERED SYSTEM OF SUPPORT (MTSS) PROGRAM (Colom)

The Board ratified the agreement with the San Diego County Superintendent of Schools for the Multi-Tiered System of Support Program. The District will receive compensation in the amount of \$7,960.00 for school year 2018-19.

14E.31 AGREEMENT WITH WESTED FOR SCHOOL YEAR 2019-2020 (Colom/Madera)

The Board approved/ratified the agreement with WestEd to conduct a review of data for Special Education at a total cost up to \$22,000.00 from the Special Education fund.

14E.32 AGREEMENT WITH SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM 6TH GRADE CAMP - ELEMENTARY SCHOOLS (Colom)

The Board approved/ratified the 2 and 3-year agreements with the San Diego County Office of Education for our Elementary Schools' sixth grade student to attend the Cuyamaca Camp at an estimated annual cost of \$94,470.40 from student fees, school fundraisers and Supplemental & Concentration funds.

14E.33 AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) HEAD START FOR 2019-20 (Colom/Varela-Reed)

The Board approved the agreement with Episcopal Community Services (ECS) Head Start for fiscal year 2019-20.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 8:07 p.m. in accordance with section 54954.5 regarding:**5.1 CONFIDENTIAL STUDENT MATTERS**

EDUCATION CODE SECTION 35146 & 48912 (Colom)

STUDENT MATTER/REVIEW OF READMISSION

ID# 158656

5.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

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

Case: San Diegans for Open Government vs. Fonseca

Case No. 37-2017-00007369-CU-MC-CTL

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

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Pursuant to Government Code Section 54956.9(d)(1)
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Case No. ADJ11890751

5.5 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 5

**5.6 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS (Farkas/Adrianzen)**

Agency Negotiators: David Farkas Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

5.7 GOVERNMENT CODE SECTION 54957.6 (J. Sanchez)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Board President, Irene Lopez, Legal Counsel, Joseph Sanchez

Unrepresented Employee: Superintendent

5.8 GOVERNMENT CODE SECTION 54957 (Farkas)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

RECONVENED into OPEN SESSION at 8:50 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

Clerk Martinez made the motion to adjourn, seconded by Vice-President Gurmilan. The vote was unanimous.

15. ADJOURNMENT Time: 8:50 p.m.

Respectfully Submitted,

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

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 13, 2019
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, June 13, 2019 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **San Ysidro School District - Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.** Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President I. Lopez Time: 5:02 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Irene Lopez, Board President
Mr. Humberto Gurmilan, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member

3. AGENDA

The Board approved the agenda and pulled Consent Calendar Item 14D.5, tabled 14D.8 and moved up 9.4 before 9.1.

Motion: Martinez Second: I. Lopez Vote: Unanimous

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:04 p.m. in accordance with section 54954.5 regarding:

5.1 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Board President, Irene Lopez and Joseph Sanchez, Legal Counsel
Unrepresented Employee: Superintendent

5.2 GOVERNMENT CODE SECTION 54957 (Heath/Gonzales)

PUBLIC EMPLOYMENT APPOINTMENT

Title: Executive Director of Human Resources

5.3 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS (Heath/Gonzales/Adrianzen)

Agency Negotiators: Linda Gonzales, Human Resources & Credentialing Coordinator

13.1

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Employee Organizations:

San Ysidro Education Association/CTA
California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

**5.4 GOVERNMENT CODE SECTION 54957 (Potter/Gonzales)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

RECONVENED into OPEN SESSION at 6:10 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.

6. CALL TO ORDER Who: President I. Lopez Time: 6:10 p.m.

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

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

8. FLAG SALUTE - Andres Johnson, Vista Del Mar Middle School Student

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)

- 9.1** San Ysidro Middle School Student: Omar Moreno Performance - Manuela Colom – *Didn't attend*
- 9.2** Vista Del Mar Middle School Boys & Girls Basketball Teams - Manuela Colom
- 9.3** Vista Del Mar Middle School Student Diana Perez: Author of Harry Potter Performance - Manuela Colom
- 9.4** San Diego Police Department Southern Division - Francisco Mata – *Moved up before 9.1*
- 9.5** Employee Recognitions - Glenn Heath/Linda Gonzales

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

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

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

Mary Ann Saponara, Representing a Parent, Commented: 1) She came to defend the rights of her former student and her son. Distributed information to the Board about the parent's concern. 2) According to the parent, the District failed her and her son. 3) The parent doesn't want money, but wants her son to be safe at Smythe School. The parent's rights were violated because no uniform complaint form was given to this parent. 4) She and Dr. Potter have been communicating about how to improve the conditions in the District and

thanked Dr. Potter for trying to help. 5) Her complaints were submitted to the Office of Civil Rights. The parent will also submit her complaint to the Office of Civil Rights.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Pallasigue, Commented: 1) Acknowledged Dr. Potter's completion of her first year in San Ysidro. 2) Appreciates that a lot of the housekeeping items have been brought up to date. Board policies have been updated. 3) She's glad to see an agreement with the Urban Youth Collaborative. 4) We have implemented a Safety Task Force. 5) Would like to have mentorship organizations come to our schools such as Girls, Inc. and clubs for students during recess and lunch. 6) Congratulated all the teachers who worked hard to get our students promoted and on to the next grade.

Member R. Lopez, Commented: 1) We sent off five hundred and sixty-six eighth graders to Dr. Reyes at San Ysidro High School. 2) He was impressed with the amount of students at San Ysidro Middle School that participated in creative or performing arts. 3) He was also impressed with the amount of students from Vista Del Mar Middle that were on honor roll and with two Special Education Preschool promotions. Looks forward to the Preschool students growing with us. 4) Hopes everyone enjoys summer.

Clerk Martinez, Commented: 1) Thanked Dr. Potter for a positive year. Enjoys the Board Recognitions. 2) Thanked Mr. Mata for organizing the Community Partners recognition. He is happy to see the collaboration. 3) Thanked Marilyn Adrianzen, Chief Business Official, for the positive certification and for everything she's done for the District. 4) Thanked Mrs. Colom for everything she does. 5) Thanked Monica and Miguel for their work and positivity. 6) We will be voting for our new Executive HR Director. He will be a great addition to our team.

Vice-President Gurmilan, Commented: 1) He was moved with the promotions seeing the students get their certificates. 2) It was great to see the middle school students heading to the high school. 3) A lot of things were accomplished this year. That says a lot about Dr. Potter, cabinet, teachers, principals and everyone that is working together. 4) He believes that we can be one of the best districts in the county or state. We have the people that can do it; the superintendent and staff. 5) He thinks there is still some work to do and challenging times ahead. We will keep moving forward and address the issues. 6) Hopes everyone has a great summer.

President I. Lopez, Commented: 1) Attended several graduations. 2) Commended Principal Burciaga and Assistant Principal Meza for their promotion ceremony and for acknowledging the students with the Accelerated Reader Program. Volunteers and staff were helping people be seated. Thanked them for having Special Education students involved with the flag salute. 3) Would like to see our students get the CABA Scholarship Award again next year. 4) It was heartwarming to see San Ysidro Middle School student speakers at the promotion. Miguel Ramirez Diaz asked to speak and acknowledged Veronica Medina and Lupita Barrera. Thanked Veronica Medina and Lupita Barrera for welcoming and helping him. 5) Acknowledged the Vista Del Mar Middle School Ballet Folklorico and Tyra Johnson, student, who sang the National Anthem at the promotion ceremony. 6) Thanked Principal Aviles for giving all seventh grade students a certificate at their awards assembly and for her farewell message to the students at their promotion ceremony. It was heartwarming. 7) Thanked Principal Bojorquez and Assistant Principal Carranza for their promotion ceremony and for giving students laptops for perfect attendance. 8) Thanked Connie Carranza. She will do a good job wherever she goes. 9) Thanked Marilyn, Chief Business Official, for everything she does for the District. 10) Thanked Dr. Potter for her leadership. 11) Thanked Miguel and Monica for all the work they do.

Superintendent Potter, Commented: 1) She was proud of the thirty three promotion ceremonies for preschool through eighth grades. Thanked the Board for attending. 2) She expressed how wonderful it is to be a part of such a united team as in the San Ysidro School District. 3) Dr. Paul Potter came up with the hashtag #SYSDUnited and with that hashtag we've increased our communications. You can follow us on facebook and twitter. 4) The District has made notable achievements in one year: Thanked Omar Calleros for the Pathways Program and the Summer Pathways Career Program; we achieved every goal in the Local Control Accountability Plan and thanked Ms. Colom, Cynthia Gonzalez and Kelli Hay; all schools have dual language access and programs for students; English Language Learner Master Plan was launched; we recognized almost two hundred fifty students for becoming fluent English language proficient; a Student Success Task Force was created and we will launch our first districtwide positive student discipline plan; we will also have a parent and student district handbook; Mr. Bojorquez was recognized for Principal of the Year in San Diego and Imperial Counties and we created our Distinguished Champion Award for our students. 5) Announced that we had our seamless Summer Free Meal Program where any child ages one to eighteen can get free breakfast

and lunch. 6) Congratulated the Board for their children and grandchildren's promotions. 7) Shared that her daughter finished the seventh grade, ran track, played select soccer and received straight A's. Her son finished the eleventh grade and had one B. He was Captain of the Orienteering Team, second fastest track runner with a 4.23 GPA and was in the Union Tribune.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1 English Learner Reclassification Criteria - Coordinator of Data, Evaluation and Assessment, Cynthia Monreal Gonzalez
- 12.2 Every Student Succeeds Act (ESSA) Local Control Accountability Plan (LCAP) Addendum - Executive Director of Curriculum, Instruction & Innovation, Manuela Colom

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Special Board Meeting of May 9, 2019.

Motion: Martinez Second: Pallasigue Vote: Unanimous

13.2 APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2019-2020 SCHOOL YEAR (Potter)

The Board approved 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, ACSA State Legislative Policy Committee (Chair) and other leadership professional development opportunities.

Motion: R. Lopez Second: Gurmilan Vote: Unanimous

13.3 GOVERNING BOARD MEMBERSHIP FOR THE 2019-2020 SCHOOL YEAR (Potter)

The Board approved Board membership to the California School Boards Association for the 2019-2020 school year at a cost of \$13,486.00 from the General fund.

Motion: R. Lopez Second: Gurmilan Vote: Unanimous

13.4 ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) FOR FISCAL YEAR 2019-20 (Colom/Hay)

The Board approved and adopted the Local Control Accountability Plan (LCAP) for fiscal year 2019-20.

Motion: Martinez Second: Pallasigue Vote: Unanimous

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

The Board approved the Local Control Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Addendum for school year 2019-2020.

Motion: Martinez Second: I. Lopez Vote: Unanimous

13.6 RESOLUTION NO. 19/20-0008 EDUCATION PROTECTION ACCOUNT (EPA) FOR 2019-20 SPENDING PLAN (Adrianzen)

The Board adopted Resolution No. 19/20-0008 and approved 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.

Motion: R. Lopez Second: Gurmilan Vote: Unanimous

13.7 ADOPTION OF PROPOSED BUDGET FOR FISCAL YEAR 2019-20 (Adrianzen)

The Board approved/adopted the District's Budget for fiscal year 2019-20.

Motion: Martinez Second: R. Lopez Vote: Unanimous

13.8 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 0000 SERIES (Potter)

The Board approved the second reading and adoption of revised Board Policies and Administrative Regulations - 0000 series.

Motion: I. Lopez Second: Gurmilan Vote: Unanimous

13.9 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 1000 SERIES (Potter)

The Board approved the second reading and adoption of revised Board Policies and Administrative Regulations - 1000 series.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

13.10 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 2000 SERIES (Potter)

The Board approved the second reading and adoption of revised Board Policies and Administrative Regulations - 2000 series.

Motion: I. Lopez Second: Martinez Vote: Unanimous

13.11 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 4000 SERIES (Heath/Gonzales)

The Board approved the first reading of revised Board Policies and Administrative Regulations - 4000 series.

Motion: I. Lopez Second: Martinez Vote: Unanimous

13.12 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 5000 SERIES (Colom)

The Board approved the second reading and adoption of revised Board Policies and Administrative - 5000 series.

Motion: Martinez Second: I. Lopez Vote: Unanimous

13.13 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES (Colom)

The Board approved the first reading of revised Board Policies and Administrative Regulations ~~15,000~~ Series.

Motion: Gurmilan Second: R. Lopez Vote: Unanimous

13.14 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 7000 SERIES (Adrianzen)

The Board approved the first reading of revised Board Policies and Administrative Regulations – 7000 Series (Facilities).

Motion: I. Lopez Second: Martinez Vote: Unanimous

13.15 AGREEMENT WITH DANNIS WOLIVER KELLEY FOR PROFESSIONAL SERVICES 2019-2020 (Potter)

The Board approved the agreement with Dannis Woliver Kelley for Professional Services for the 2019-2020 school year.

Motion: R. Lopez Second: I. Lopez Vote: Unanimous

13.16 RESOLUTION NO. 19/20-0009 (Adrianzen)

The Board approved and Adopted 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.

Motion: I. Lopez Second: R. Lopez Vote: Unanimous

14. CONSENT CALENDAR

The Board approved the Consent Calendar and pulled Consent Calendar Items 14B.1 for discussion and to be voted on separately.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

14A. PERSONNEL - CERTIFICATED

EMPLOYMENT (Heath/Gonzales)

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

- 14A.1 Head Start Permit Teacher
- 14A.2 Preschool Permit Teacher

14B. PERSONNEL – MANAGEMENT

EMPLOYMENT (Heath/Gonzales)

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

- 14B.1 Executive Director of Human Resources

Motion: Pallasigue Second: Martinez Vote: Unanimous

JOB DESCRIPTION (Heath/Gonzales)

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

- 14B.2 Human Resources & Credentialing Coordinator

RECLASSIFICATION (Heath/Gonzales)

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

- 14B.3 Human Resources & Credentialing Coordinator

14C. CURRICULUM & INSTRUCTION

14C.1 PROFESSIONAL DEVELOPMENT (Colom)

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
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	\$1,350.00	McKinney-Vento Fund

14D. BUSINESS

14D.1 PURCHASING REPORT (Adrianzen)

The Board ratified the following purchase orders incurred by the District during the period April 22, 2019 through May 31, 2019.

14D.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified 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.

14D.3 AGREEMENT WITH VECTORUSA FOR MANAGED TECHNOLOGY SERVICES (Colom/Lewis)

The Board approved 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.

14D.4 RESOLUTION NO. 19/20-0007 AND CONTRACT WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION FOR THE 2019-20 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) (Colom/Reed)

The Board approved 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.

14D.5 AGREEMENT WITH WESTED FOR THE EARLY MATH INITIATIVE RESEARCH PROJECT (Colom/Reed) - *Pulled*

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.

14D.6 AGREEMENT WITH GALASSO’S BAKERY – TERM EXTENSION (Adrianzen/Zarzosa)

The Board approved the agreement with Galasso’s Bakery to extend the term to 2019-20 school year to provide whole wheat bread to all school cafeterias.

14D.7 AGREEMENT WITH JOHNSON CONTROLS (Adrianzen/Zarzosa)

The Board approved 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.

- 14D.8 AGREEMENT WITH INCREASE SAFETY SERVICES (Colom/Madera) - *Tabled***
 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.

- 14D.9 PERMIT CONTRACT WITH CITY OF SAN DIEGO, PARK & RECREATION’S LARSEN FIELD COMMUNITY PARK – WILLOW SCHOOL (Colom/Bojorquez)**
 The Board ratified 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.

- 14D.10 AGREEMENT WITH THE URBAN YOUTH COLLABORATIVE (Colom/Calleros)**
 The Board approved the agreement with the Urban Youth Collaborative to serve as a program to empower student leaders district-wide at no cost to the District.

- 14D.11 AGREEMENT WITH EMS LINQ INC. - AMENDED EXHIBIT A (Adrianzen/Zarzosa)**
 The Board approved 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.

- 14D.12 AGREEMENT WITH DFS FLOORING (Adrianzen/Azevedo)**
 The Board approved 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.

- 14D.13 AGREEMENT WITH KEENAN & ASSOCIATES FOR PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES (Adrianzen)**
 The Board approved the renewal agreement with Keenan & Associates to provide Property and Casualty Claims Administration Services from July 1, 2019 to June 30, 2022. Compensation for services will be paid from the General fund.

- 14D.14 MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES FOR PREVENTION EDUCATION PROGRAM (Colom/Calleros)**
 The Board approved 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.

Member Pallasigue made the motion to adjourn, seconded by Member R. Lopez. The vote was unanimous.

15. ADJOURNMENT Time: 7:55 p.m.

Respectfully Submitted,

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

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 6, 2019
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, June 6, 2019 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **Smythe School - 1880 Smythe Avenue, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. **CALL TO ORDER** Who: President I. Lopez Time: 5:03 p.m.
2. **ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
 - Mrs. Irene Lopez, Board President
 - Mr. Humberto Gurmilan, Board Vice-President
 - Mr. Antonio Martinez, Board Clerk – *Arrived at 5:25 p.m.*
 - Mr. Rudy Lopez, Member
 - Mrs. Rosaleah Pallasigue, Member-*Absent*

3. AGENDA

The Board approved the agenda and tabled Consent Calendar Item 14E.20.

Motion: R. Lopez Second: Gurmilan Vote: 3-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Drina Bedoya, Employee, Commented: 1) Read a letter that was given to Dr. Potter on May 17 from San Ysidro Middle School staff in support of Marlo Vasquez to remain as Assistant Principal at San Ysidro Middle School (SYMS). 2) They have concerns that without Mr. Vasquez, students and staff would be negatively impacted. SYMS has had many administrative changes over the past five years. 3) Students are their number one priority and they would like Mr. Vasquez to stay at SYMS.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:06 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

(Colom/Madera)

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

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

OAH Case No. 2018120979

5.2 CONFIDENTIAL STUDENT MATTER (Colom)

Education Code 35416, 48918 (j)
Consider Staff Recommendations regarding Discipline Case No. 01

5.3 CONFIDENTIAL STUDENT MATTER (Colom)

Education Code 35416, 48918 (j)
Consider Staff Recommendations regarding Discipline Case No. 02

5.4 CONFIDENTIAL STUDENT MATTER (Colom)

Education Code 35416, 48918 (j)
Consider Staff Recommendations regarding Discipline Case No. 03

5.5 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

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

5.6 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS (Heath/Gonzales/Adrianzen)

Agency Negotiators: Glenn Heath, Temporary Executive Director of Human Resources, Linda
Gonzales, Human Resources & Credentialing Coordinator

Employee Organizations:

- San Ysidro Education Association/CTA
- California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

5.7 GOVERNMENT CODE SECTION 54957 (Colom/Heath/Gonzales)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.8 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 3

RECONVENED into OPEN SESSION at 6:15 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.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

- 1) Item 5.1 - The Board approved a settlement agreement in OAH Case No. 2018120979. This item was approved with 4 votes in favor and Board Member Pallasigue absent.

6. CALL TO ORDER Who: President I. Lopez Time: 6:15 p.m.

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

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

8. FLAG SALUTE by Vanessa Camacho, Vista Del Mar Middle School Student

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)

9.1 Vista Del Mar Middle School: Pathways Baile Folklórico - Omar Calleros

- 9.2** San Ysidro Middle School: Drama Club Harry Potter Performance - Manuela Colom
Alejandra Ramirez, AJ Maramag and Jocelyn Peralta, San Ysidro Middle School students, shared information on their artwork display.
- 9.3** Willow School 2nd Grade Hawaiian Dance Performance - Manuela Colom
- 9.4** San Diego Law Enforcement - Francisco Mata
- 9.5** City of San Diego Parks & Recreation Department: Mari Jo Ricanor - Francisco Mata
- 9.6** Reclassified Fluent English Proficient Students - Cynthia Gonzalez

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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

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

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

Olga Espinoza, Parent, Commented: 1) Asked the Board, staff and Dr. Potter to help our girls and do the Books Before Boys campaign in our District. 2) Little girls are growing up too fast and have an idea of having a boyfriend at an early age. They talk about suicide and think they are not pretty enough for the boys. 3) As a District we can set an example for our girls to succeed and have a better future.

Olga Espinoza, Parent, Commented: 1) She is speaking on behalf of a few parents. 2) Shared concerns about the new generation of gangs and their "friendly fights" to see which gangs are better and tougher. Her son has been pressured to defend himself in these "friendly fights." 3) We need to keep our boys busy with other competitions and activities. Fights need to stop. Elementary students are also involved. 4) We need to have a solution for this and it starts in our elementary schools.

Juan Rocha, PTA President, Commented: 1) The Smythe PTA was recognized for being the school that sold the most chocolates in the San Diego County thanks to the teachers, parents, students, PTA, Rudy Lopez and the principal. 2) PTA was also recognized for selling scholastic books and had a membership increase. This was because of a team effort. We are following procedures and rules and have online membership.

Catalina Hernandez, PTA Treasurer, Commented: 1) Thanked everyone for their support. The PTA had a magic show for the students today.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Superintendent Potter, Commented: 1) Thanked Principal Russell Little for hosting the Board Meeting. 2) Thanked Glenn Heath, Temporary Executive Director of Human Resources, for helping us while we hire a new Executive Director of Human Resources. 3) We will be hiring two principal positions. The two positions are for Ocean View Hills and La Mirada Schools. Determination for placement has not been made. 4) On May 4th, we hosted "Si Se Puede" workshops that taught parents how to guide their children through elementary, middle and high school years. 5) Promotions have started. Thanked Zenaida Rosario and Xochitl Lopez for their heartwarming Kinder promotions. The eighth grade promotions will take place on June 12, 2019 at 9 a.m. for San Ysidro Middle School and at 1 p.m. for Vista Del Mar Middle School at the San Ysidro High School football field. Willow School will also have their sixth grade promotion at 11:30 a.m. 6) Thanked Board President Lopez, Vice-President Gurmilan and Member R. Lopez for traveling to the State Capitol in Sacramento on May 22, 2019 to participate in the CSBA Legislative Action Day representing the San Ysidro School District. 7) Thanked Mr. Madera for our District's Special Olympics honoring and recognizing our students with special needs. 8) Acknowledged Mr. Pedraja for doing the Harry Potter performance. 9) Congratulated Board Clerk Antonio Martinez for embarking a new career joining United States Congressmen

Juan Vargas' Office. 10) On May 17, 2019, the San Diego Padres celebrated Educator Appreciation Night. Katina De Leon, District Teacher of the Year, threw the first pitch. 11) Our ASES after school program was spotlighted at the countywide end of year celebration. Thanked Omar Calleros. 12) San Ysidro School District was invited to meet the Surgeon General of California. She is focused on health equity and trauma informed care. 13) We are doing online registration. Thanked office staff for opening up the schools for registration. 14) We had our first Bond Oversight Committee Meeting and thanked Marilyn Adrianzen, Chief Business Official.

Clerk Martinez, Commented: 1) Thanked Principal Little for hosting the Board Meeting. 2) It's good to see the children successful in their educational experience and the amount of parent support for their children. 3) Agrees with Olga Espinoza. He's seen a rise in gang initiation. We need to focus on the crisis and provide our students with the best education possible so they don't have to resort to gang initiation. 4) Thanked Luis Ramos, Lorena Varela-Reed, every principal, director, teacher and classified staff for everything they do for the District.

Member R. Lopez, Commented: 1) It fills him with pride to see the success of our students. All of our site visits have been for awards and performances. These things don't get communicated. That is why he ran for the Board. He wants people to know the student successes when they think of San Ysidro. 2) He's been visiting San Ysidro Middle School. They have a lot of performing and creative arts going on there. This doesn't get around in the community and he thinks it should.

Vice-President Gurmilan, Commented: 1) It's nice to see a full house for the right reasons. Because we are recognizing students for their achievements. 2) He participated in his first site walkthrough. He had not been able to do this due to his work schedule. It was amazing to see robotics at Vista Del Mar Middle School and it was nice to see students engaged and having fun learning at Ocean View Hills School. 3) We need to continue supporting programs for our students that empower them to help curb the problem that is happening. Students who perform and speak in front of an audience will do better in school and in life. We need to support and find funding for these programs. 4) He had the honor of handing out medals at the Special Olympics and it was heartwarming to see their faces when they received their medals. 5) He was excited about the Sacramento trip because he sees the wheels turning in terms of funding and he is hopeful for better funding in the near future.

President I. Lopez, Commented: 1) Thanked Principal Little for hosting the Board Meeting. 2) It was heartwarming to see Mrs. Rosario's and Ms. Lopez' Kinder dual language promotion. 3) The preschool program is very nice and hopes more parents will continue to enroll their children. Thanked Lorena Varela- Reed and her staff for everything they do for the children. 4) Thanked the principals and staff for the student recognitions. Believes we are ready to go further and make this community shine. 5) Attended the music concert at San Ysidro Middle School. We need to continue giving the students this opportunity. 6) The Harry Potter play was good. Mr. Pedraja brings a lot of talent. He is retiring, but knows he will return. 7) Would like to see the ballet folklorico begin at the elementaries. 8) Thanked Mr. Acevedo for always returning her calls and for supporting his staff. They are a very important part of this District and they need to work as a team. 9) We need to push for fair funding for our students to be equal to other states that receive more services for them. 10) Thanked parents for supporting their children. 11) We need to do something more for our kids that are fighting and involved in gangs. We need to find money from agencies and companies to help our students.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1 Proposed Local Accountability Control Plan (LCAP) for Fiscal Year 2019-20 - Executive Director of Curriculum, Instruction & Innovation, Manuela Colom, and Coordinator of Federal & State Programs; Pupil Services, Kelli Hay
- 12.2 Proposed Budget for Fiscal Year 2019-20 - Chief Business Official, Marilyn Adrianzen

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of April 11, 2019.

Motion: Martinez Second: Gurmilan Vote: 4-0

13.1

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13.2 EXPULSION RECOMMENDATIONS IN STUDENT CASE NO. 01

The Board approved Expulsion Recommendations in Student Case No. 01.

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

13.3 EXPULSION RECOMMENDATIONS IN STUDENT CASE NO. 02

The Board approved Expulsion Recommendations in Student Case No. 02.

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

13.4 EXPULSION RECOMMENDATIONS IN STUDENT CASE NO. 03

The Board approved Expulsion Recommendations in Student Case No. 03.

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

13.5 COLLECTIVE BARGAINING AGREEMENT WITH THE SAN YSIDRO EDUCATION ASSOCIATION (SYEA) AND AB1200 (Adrianzen)

The Board approved the Collective Bargaining Agreement between the San Ysidro School District and the San Ysidro Education Association (SYEA) for the period of July 1, 2018 through June 30, 2021 and the submittal of AB1200 to the San Diego County Office of Education.

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

13.6 RESOLUTION NO. 18/19-0048 (Adrianzen)

The Board approved Resolution No. 18/19-0048 authorizing the borrowing of funds for fiscal year 2019-2020 and the issuance and sale of one or more series of 2019 tax and revenue anticipation notes therefore in an amount not to exceed \$8,000,000 and participation in the San Diego County and School District Tax And Revenue Anticipation Note (TRAN) Program and requesting the board of supervisors of the county to issue and sell said notes.

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

13.7 RESOLUTION NO. 18/19-0049 (Adrianzen/Azevedo/Branch)

The Board approved and adopted Resolution No. 18/19-0049 correcting Lot Lines adjacent to Vista Del Mar School and accepting and transferring real property to the City of San Diego pursuant to Education Code Section 17386.

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

13.8 OPENED PUBLIC HEARING FOR THE PROPOSED LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) FOR FISCAL YEAR 2019-20 (Colom/Hay)

The Board Opened Public Hearing for the Proposed Local Control Accountability Plan (LCAP) for fiscal year 2019-20.

There were no public comments.

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

13.9 CLOSED PUBLIC HEARING FOR THE PROPOSED LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) FOR FISCAL YEAR 2019-20 (Colom/Hay)

The Board Closed Public Hearing for the Proposed Local Control Accountability Plan (LCAP) for fiscal year 2019-20.

Motion: Martinez Second: Gurmilan Vote: 4-0

13.10 OPENED PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2019-20 (Adrianzen)
The Board Opened Public Hearing for the Proposed Budget for fiscal year 2019-20.

There were no public comments.

Motion: Gurmilan Second: Martinez Vote: 4-0

13.11 CLOSED PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2019-20 (Adrianzen)
The Board Closed Public Hearing for the Proposed Budget for fiscal year 2019-20.

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

13.12 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 0000 SERIES (Potter)

The Board approved the first reading of revised Board Policies and Administrative Regulations - 0000 series.

Motion: Martinez Second: Gurmilan Vote: 4-0

13.13 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 1000 SERIES (Potter)

The Board approved the first reading of revised Board Policies and Administrative Regulations - 1000 series.

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

13.14 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 2000 SERIES (Potter)

The Board approved the first reading of revised Board Policies and Administrative Regulations - 2000 series.

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

13.15 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 5000 SERIES (Colom)

The Board approved the first reading of revised Board Policies and Administrative Regulations – 5000 Series.

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

13.16 2019-2020 REVISED CLASSIFIED (12 MONTH) WORK CALENDAR (Heath/Gonzales)

The Board approved the revised 2019-2020 Classified (12 Month) Work Calendar to align with the Extended School year student calendar.

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

13.17 REINSTATEMENT OF CLASSIFIED POSITION (Heath/Gonzales)

The Board approved the reinstatement of one (1) Campus Security position that was eliminated by Classified Layoff Resolution No. 18/19-0043.

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

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Item 14C.1 for discussion and to be voted on separately.

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

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Heath/Gonzales)

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

- 14A.1 Health Clerk
- 14A.2 Lead Child Nutrition Specialist
- 14A.3 Publication Technician
- 14A.4 School Administrative Assistant

RESIGNATION (Heath/Gonzales)

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

- 14A.5 Child Nutrition Specialist

14B. PERSONNEL - CERTIFICATED

EMPLOYMENT (Heath/Gonzales)

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

- 14B.1 Special Day Class Teacher

RESIGNATION (Heath/Gonzales)

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

- 14B.2 Classroom Teacher
- 14B.3 Science/Physical Education Enrichment Teachers
- 14B.4 Special Day Class Teacher

14C. PERSONNEL – MANAGEMENT

EMPLOYMENT (Heath/Gonzales)

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

- 14C.1 Principal

Motion: Gurmilan Second: Martinez Vote: 4-0

RESIGNATION (Heath/Gonzales)

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

- 14C.2 Coordinator of Federal and State Programs; Pupil Services

14D. CURRICULUM & INSTRUCTION

14D.1 ENGLISH LEARNER RECLASSIFICATION CRITERIA (Colom/Gonzalez)

The Board approved the English Learner Reclassification Criteria.

14D.2 PROFESSIONAL DEVELOPMENT (Colom)

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Rudy Lopez	NALEO 36th Annual Conference (Representing the Board at the conference)	Miami, FL	June 20-22, 2019	Approx \$2,800.00 (this includes registration, hotel, meals and travel expenses)	General Fund
Ana Garcia	Positive Behavioral Intervention & Supports (PBIS) Teacher Academy	SDCOE	June 18-20, 2019	\$785.00	Title I Fund
Rodrigo Amezcuita	May Revision Workshop	Escondido	May 22, 2019	\$200.00 + mileage	General Fund
Gina A. Potter, Marilyn Adrianzen, Amber Elliott	FCMAT AB1200 Understanding Fiscal Oversight	SDCOE	September 27, 2019	\$0	No Cost
Up to 75 Employees from the following Departments: Business Services (8) Child Nutrition (37) Maintenance, Facilities, Transportation (30)	True Colors Workshop	SYMS	June 13, 2019	\$900.00	General Fund
Marilyn Adrianzen Paulo Azevedo	School Safety in San Diego County	SDCOE	June 17, 2019	\$0.00	No Cost

14E. BUSINESS**14E.1 AGREEMENT WITH FRONTLINE EDUCATION – ADDENDUM NO. 1 (Heath/Gonzales)**

The Board approved Addendum No. 1 to the Frontline Education Agreement for the AESOP Absence and Substitute Management Services to include indemnification and insurance sections to the agreement.

14E.2 AGREEMENT WITH ZONAR SYSTEMS – AMENDMENT NO. 1 (REVISED) (Adrianzen/Azevedo)

The Board approved the revised Amendment No. 1 with Zonar Systems to include contract language in the best interest of the District to include the purchase of a tracking system and adding ZPass Scanners for vehicles used in the Transportation Department at a cost of \$16,888.32 from the General fund.

14E.3 AGREEMENT WITH EMS LINQ INC. (Adrianzen/Zarzosa)

The Board approved the agreement with EMS LINQ Inc. to host the Child Nutrition database and provide a nutrition website for all school sites for school year 2019-20 at a cost up to \$7,085.00 from the Child Nutrition fund.

- 14E.4 AGREEMENT WITH HATCH & CESARIO ATTORNEYS AT LAW (Colom/Madera)**
The Board approved/ratified the Professional Services Agreement with Hatch & Cesario Attorneys at Law to provide a 504 Accommodation Plan training to management staff on February 27, 2019 in the amount of \$992.25. Fees will be reimbursed by SELPA.
- 14E.5 AGREEMENT WITH PARADIGM HEALTHCARE SERVICES, INC. (Colom/Madera)**
The Board approved the agreement with Paradigm Healthcare Services to provide health billing services and consultation for school year 2019-2020.
- 14E.6 AGREEMENT WITH EDUCATIONAL EQUITY FOR ALL (Colom/Madera)**
The Board approved the agreement with Educational Equity For All to provide staff development for Special Education Teachers for school year 2019-2020 at a cost up to \$1,600.00 from the Special Education fund.
- 14E.7 MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2019-2020 ASES PROGRAM (Colom/Calleros)**
The Board approved the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites for fiscal year 2019-20 at a cost of \$787,368.67 from the After School Education and Safety (ASES) grant.
- 14E.8 MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2019-2020 - 21st CCLC PROGRAM (Colom/Calleros)**
The Board approved the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites for fiscal year 2019-20 at a cost of \$100,035.00 from the 21st Century Community Learning Centers grant.
- 14E.9 AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR SUPPLEMENTAL EXTENDED LEARNING SERVICES (Colom/Calleros)**
The Board approved the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites for fiscal year 2019-20 at a cost not to exceed \$30,000.00 from the 21st Century Community Learning Centers grant and the Pathways Concentration Supplemental fund.
- 14E.10 AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR CAMP FACILITY USE AND APPROVE THE PARTICIPATION IN THE ASSOCIATED STUDENT BODY LEADERSHIP CONFERENCE (Colom/Rodriguez)**
The Board approved the agreement with YMCA of San Diego County for the Camp Facility Use and approve the participation of approximately 40 students and 1 ASB Teacher Advisor to attend the Associated Student Body (ASB) Leadership Conference to be held on August 29, 2019 at the YMCA Camp Surf located in Imperial Beach at a cost of \$1,600.00 for facility use and \$560.15 for transportation costs to be paid from the ASB fund.
- 14E.11 AGREEMENT WITH A-MOTIVATIONAL COMMUNICATIONS AND CONSULTING (Colom/Rodriguez)**
The Board approved the agreement with A-Motivational Communications and Consulting for Mr. Alex Montoya to provide a presentation/assembly for students at the San Ysidro Middle School on July 22, 2019 at a cost of \$1,000.00 from the ASB fund.
- 14E.12 MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE (Colom/Red)**
The Board approved the Memorandum of Understanding with the Jewish Family Service to provide the "Triple P" Positive Parenting Program to children and families of the District during school year 2019-20 at no cost to the District.

14E.13 AMENDMENT NO. 2 TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AGREEMENT FOR VISION & HEARING SCREENING SERVICES (Colom/Reed)

The Board approved the second amendment to the The Regents of the University of California agreement for vision and hearing screening services at a cost of \$19.50 per student from Preschool and Child Development funds.

14E.14 AGREEMENT PROJECT LEAD THE WAY – EXTENDING TERM TO 2019-20 (Colom)

The Board approved to extend the term of the agreement with Project Lead the Way for the *Gateway Program* to be an elective course at the two Middle Schools and the *PLTW-Launch Program* for all Elementary Schools for the 2019-2020 school year at an annual fee of \$5,250.00 from the Supplemental & Concentration fund.

14E.15 AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR 2019-2020 SCHOOL YEAR (Colom/Madera)

The Board approved the agreement with Orange County Superintendent of Schools for the School-Based Medi-Cal Administrative Activities (SMAA) during school year 2019-20. The cost is based on the claims submitted.

14E.16 MEMORANDUM OF AGREEMENT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR 2018-2019 SCHOOL YEAR (Colom/Madera)

The Board approved/ratified the Memorandum of Understanding with Sweetwater Union High School District for Special Education services provided per student's IEP for school year 2018-2019 at a total cost of \$17,010.00 from the Educationally Related Mental Health Services funds.

14E.17 AGREEMENT WITH BRANDMAN UNIVERSITY (Heath/Gonzales)

The Board approved the 3-year agreement with Brandman University for Supervised Fieldwork Student Teachers at no cost to the District.

14E.18 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC SCHOOLS FOR 2018-2019 SCHOOL YEAR (AMENDMENTS) (Colom/Madera)

The Board approved/ratified the amendments to the San Diego County Nonpublic School Master Contracts with San Diego Center for Children and TIEE-Mission Valley Academy to provide nonpublic school placements to students per their Individual Educational Plans for school year 2018-2019 at an estimated cost up to \$113,107.56 from the Special Education fund.

14E.19 AGREEMENT WITH AMERICAN PRODUCE DISTRIBUTORS FOR THE PURCHASE OF FRESH PRODUCE – RENEWAL (Adrianzen/Zarzosa)

The Board approved the renewal agreement for 2019-20 with American Mushroom, Inc. dba American Produce Distributors to purchase fresh fruits and vegetables in an amount estimated at \$170,000.00 from the Child Nutrition fund.

14E.20 AGREEMENT WITH GOVERNMENT FINANCIAL STRATEGIES (Adrianzen)

Ratify the Professional Services Agreement with Government Financial Strategies to serve as financial advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes, Series 2019 at an estimated cost of \$20,000.00 from the General fund. - *Tabled*

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 9:00 p.m. in accordance with section 54954.5 regarding:

5.2 CONFIDENTIAL STUDENT MATTER (Colom)

Education Code 35416, 48918 (j)

Consider Staff Recommendations regarding Discipline Case No. 01

5.3 CONFIDENTIAL STUDENT MATTER (Colom)

Education Code 35416, 48918 (j)

Consider Staff Recommendations regarding Discipline Case No. 02

5.4 CONFIDENTIAL STUDENT MATTER (Colom)

Education Code 35416, 48918 (j)

Consider Staff Recommendations regarding Discipline Case No. 03

5.5 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

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

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

5.6 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS (Heath/Gonzales/Adrianzen)

Agency Negotiators: Glenn Heath, Temporary Executive Director of Human Resources, Linda Gonzales, Human Resources & Credentialing Coordinator

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

5.7 GOVERNMENT CODE SECTION 54957 (Colom/Heath/Gonzales)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.8 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

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

No. of cases: 3

RECONVENED into OPEN SESSION at 9:57 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session

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

15. ADJOURNMENT Time: 9:57 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JULY 11, 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, July 11, 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: 3:02 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Irene Lopez, Board President
Mr. Humberto Gurmilan, Board Vice-President
Mr. Antonio Martinez, Board Clerk - *Absent due to work*
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member

3. FLAG SALUTE by Irene Lopez, Board President

4. AGENDA

The Board approved the agenda for the meeting.

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

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

None at this time.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

The Board explored and discussed issues related to the role of board and board governance including:

- Roles of Board and Superintendent;
- Governance Team Agreements;
- District vision, mission, goals, and areas of focus;
- Operating protocols, Board Bylaws, and Board Policies;
- Brown Act and Robert's Rule of Order;
- Local Control Accountability Plan (LCAP) 2019-2020;
- Board Workshop dates and topics

7. ADJOURNMENT Time: 4:35 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: August 8, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: ma
 Informational
 Action

AGENDA ITEM: CONSOLIDATED APPLICATION FOR 2019-20 FUNDING

BACKGROUND INFORMATION:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs to county offices, school districts, and direct-funded charter schools throughout California.

The Consolidated Application (ConApp) for Funding Categorical Aid Programs collects information related to local educational agencies (LEAs) intention to participate in 2019–20 consolidated application programs for Title I, II, III and IV, legal assurances of compliance as required by state and federal statute, and other required program participation information.

RECOMMENDATION:

Approve the submittal of the 2019-20 Consolidated Application for categorical funding of Title I, II, III and IV.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other Are funds for this item available in the 2019-2020 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	Business Services Reviewed: <u>ma</u> Requisition # <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
N/A <small>(Amount)</small>	N/A <small>(Name of funding source and/or location)</small>	-- <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/08/2019
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	KAREN TOVAR
DELAC review date	05/30/2019
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student Support) ESSA Sec. 1112(b) SACS 4127	Yes
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*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: mw
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0011 REQUESTING A TEMPORARY TRANSFER OF FUNDS

BACKGROUND INFORMATION:

Education Code section 42620 provides that the County Treasurer can loan funds to school districts in the event the school district runs short of cash. In order to get over the cash shortages in March, April, May and/or June, school districts can borrow up to 85% of the Principal Apportionment (up to \$20,079,432.70) accruing to the district by June 30, 2020, and be repaid when the Principal Apportionment payments are received (July and August, 2020). Borrowing expenses will be determined by market conditions at the time funds are borrowed.

RECOMMENDATION:

Approve and Adopt Resolution No. 19/20-0011 requesting a temporary transfer of funds from the County Treasury as needed for the 2019-20 fiscal year. Marilyn Adrianzen, Chief Business Official, will provide a brief explanation of this item as it relates to payroll.

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 2019-2020 Budget?

Requisition #

Yes No

Yes No

UP TO

(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

**RESOLUTION NO. 19/20-0011
PRINCIPAL APPORTIONMENT**

RESOLUTION OF GOVERNING BOARD OF SAN YSIDRO SCHOOL DISTRICT
REQUESTING TEMPORARY TRANSFER OF FUNDS

On motion of member _____, seconded by member _____ the following resolution is adopted:

WHEREAS, the California Constitution, Article XVI, Section 6 and Education Code section 42620 or 85220 provide that the Treasurer of the County of San Diego (Treasurer) shall have the power and it shall be his duty to make such temporary transfer from the funds in his custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by any district whose funds are in his custody and are paid out solely through his office; such temporary transfer of funds shall be made only upon resolution adopted by the governing board of the County to make such temporary transfer; such temporary transfer of funds shall not exceed 85% of anticipated revenue accruing to the District, shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, and shall be replaced from the revenues accruing to such District before any other obligation of the District; and

WHEREAS, on June 13, 2019, the governing board will/has:

- _____ Adopt(ed) a tentative budget (community college only)
- _____ Adopt(ed) a final budget (community college only)
- x Adopt(ed) an original budget (K-12 school district only)
- _____ Adopt(ed) a revised budget (community college or K-12 school district)

for this District for the fiscal year 2019-20 pursuant to the provisions of Education Code sections 42127 or 70901, and the revenue type(s) accruing to the District for said fiscal year are estimated to be as follows:

<u>Revenue Type(s)</u>	<u>Estimated Amount(s)</u>
_____ Property Taxes	\$ _____
<u> x </u> Principal Apportionment(s)	\$ <u>24,928,288</u>
_____ Education Protection Account	\$ _____
	\$ <u>24,928,288</u> Total

and

WHEREAS, the revenue type(s) and amount(s) accrued to this District during the 2018-19 fiscal year were as follows:

<u>Revenue Type(s)</u>	<u>Estimated Amount(s)</u>
_____ Property Taxes	\$ _____
<u> x </u> Principal Apportionment(s)	\$ <u>24,564,107</u>
_____ Education Protection Account	\$ _____
	\$ <u>24,564,107</u> Total

and

WHEREAS, it is necessary to provide funds for meeting obligations incurred for maintenance purposes by this District; AND NOW THEREFORE

**RESOLUTION NO. 19/20-0011
PRINCIPAL APPORTIONMENT**

IT IS RESOLVED AND ORDERED pursuant to the provisions of the California Constitution, Article XVI, Section 6, and Education Code section 42620 or 85220 as follows:

1. The Board of Supervisors of the County of San Diego is requested to direct the Treasurer to make a temporary transfer from the funds in his custody on or before the last Monday in April, 2020 to this District to meet obligations incurred for maintenance purposes in the amount of \$20,079,432.70, which does not exceed a total of 85% of remaining:

Revenue Type(s)

_____	Property Taxes
<u> X </u>	Principal Apportionment(s)
_____	Education Protection Account

accruing to the District by June 30, 2020, as certified by the District Superintendent and verified by the County Auditor and Controller.

2. Funds will be transferred to this District by the Treasurer in sums as requested by the District Superintendent and certified by him/her to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the District not to exceed the maximum amount herein specified, provided the Treasurer determines that funds in his custody are available for such transfers.
3. Repayment of the funds is anticipated to be made from the:

Revenue Type(s)

_____	Property Taxes
<u> x </u>	Principal Apportionment(s)
_____	Education Protection Account

accruing to the District, however the District recognizes that the source of repayment may be from other revenues accruing to the District before any other obligation. Interest on any transferred funds will accrue and be payable by the District, at the greater of the same interest rate the County of San Diego Investment Pool is earning or a proxy TRAN cost as determined by the market until the entire amount transferred is repaid. Each month, the appropriate interest rate to be used will be identified, and the resulting calculated interest will be charged.

4. The Clerk/Secretary of this Board is directed to file a copy of this resolution with the Board of Supervisors, the County Superintendent of Schools, the County Auditor and Controller, and the County Treasurer-Tax Collector.
5. Authorize the District Superintendent or designee to sign a Temporary Transfer Agreement consistent with the terms of this Resolution.

**RESOLUTION NO. 19/20-0011
PRINCIPAL APPORTIONMENT**

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 8th day of August, 2019 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

I, Antonio Martinez, Clerk/Secretary of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

Date

Clerk/Secretary of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0012 ESTABLISHING A REVOLVING CASH FUND

BACKGROUND INFORMATION:

In order to expedite the purchase of goods and/or services, a Revolving Cash Fund needs to be established. Education Section 42800 authorizes the establishment of a Revolving Cash Fund in an amount up to \$75,000 for elementary schools and may be increased annually based on the district's local control funding formula (LCFF).

The Revolving Cash Fund will be used to make reimbursements of authorized personal expenditures by employees of the school district. In addition, payments to vendors not accepting purchase orders may be processed through this fund.

RECOMMENDATION:

Approve Resolution No. 19/20-0012 Establishing a Revolving Cash Fund in the amount of \$50,000.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MW
 Requisition #

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

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

RESOLUTION NO. 19/20-0012

**RESOLUTION ESTABLISHING A REVOLVING CASH FUND
(Education Code Sections 42800 et seq.)
San Ysidro School District, San Diego County**

ON MOTION of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, the Education Code 42800 requires that the Governing Board adopt a resolution setting forth the necessity for the revolving cash fund, the officer for whom and the purposes for which the revolving cash fund shall be available and shall include the purposes specified in Section 45167.

WHEREAS, the revolving cash fund is necessary for the expeditious purchase of services and/or to correct errors in calculation or reporting of classified employee payroll or payment of any classified employee's salary pursuant to Education Code 45167; and

WHEREAS, the district desires to provide the same process for certificated employees; and

WHEREAS, Marilyn Adrianzen is the chief accounting officer of said District; and

WHEREAS, the estimated expenditures of said District for the current fiscal year are approximately Sixty million, one hundred sixty-two thousand, one hundred thirty-five Dollars (\$60,162,135);

NOW THEREFORE, BE IT RESOLVED by the Governing Board of the District that pursuant to Education Code Sections 42800 et seq., a Revolving Cash Fund in the amount of **Fifty Thousand Dollars (\$50,000.00)** for the use of the chief accounting officer is hereby established, subject to the approval of the Superintendent of Schools, San Diego County.

BE IT FURTHER RESOLVED that a bond shall be furnished and all other conditions shall be complied with as forth in the Education Code.

PASSED AND ADOPTED by the Governing Board on 8th day of August, 2019 by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ^{ss}

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

WITNESS my hand this 8th day of August, 2019.

Clerk of the Governing Board

I hereby approve the establishment of the Revolving Cash Fund as set forth in the foregoing resolution.

13.4

Date

Page 2 of 2
Superintendent of Schools, San Diego County

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0013 AUTHORIZING AGENT TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS

BACKGROUND INFORMATION:

Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the District. This resolution allows the Governing Board to designate and authorize District representatives/agents to sign bank account checks and school orders in order to conduct District business.

In order for the District to conduct business without delays a fund increase on the following accounts:

1. Purchase Card Account – Increase from \$10,000 to \$20,000
2. District Revolving Cash Fund Account – Increase from \$5,000 to \$50,000

RECOMMENDATION:

Approve/Ratify Resolution No. 19/20-0013 designating Dr. Gina Potter, Superintendent and Ms. Marilyn Adrianzen, Chief Business Official as the authorized agents to sign bank account checks and school orders for fiscal year 2019-20; furthermore, authorization to increase funds on the Purchase Card and District Revolving Cash Fund Accounts for payment of obligations resulting from purchase of low cost goods and services at the District level.

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

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 19/20-0013**

**AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS
AND SCHOOL ORDERS FOR FISCAL YEAR 2019-2020**

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective August 9, 2019 through June 30, 2019.

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

1. Authorized signers on established school district bank accounts shall be as follows:
 - a. **Cash Clearing Account:** established with an initial balance of \$1,000 to deposit funds awaiting transfer to County Treasury.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - b. **Purchase Card Account (Revised Amount):** established with an initial balance of \$20,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - c. **District Revolving Cash Fund Account (Revised Amount):** established with an initial balance of \$50,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - d. **Associated Student Body (ASB) Account:** Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - iii. Maria Concepción Rodriguez, Principal, San Ysidro Middle School
 - iv. Nadia Aviles, Principal, Vista Del Mar School
 - e. **Camp Account:** Established for deposit of funds collected for, and payment of obligations incurred for, sending 6th grade students to Camp.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AB1200 FOR THE SUPERINTENDENT

BACKGROUND INFORMATION:

As required under AB1200, the District has submitted an AB1200 for the Superintendent for the period of July 1, 2018 through June 30, 2019 to the San Diego County Office of Education for review.

RECOMMENDATION:

Approve the submittal of AB1200 to the San Diego County Office of Education for the Superintendent for the period of July 1, 2018 through June 30, 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 2019-2020 Budget?

Requisition #

Yes No

Yes No

2018-19 COMPENSATION INCREASE \$4,796.29 (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:


Marilyn Adrianzen, Chief Business Official

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: _____ Superintendent _____ Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2019 Ending: 6/30/2020

This agreement will be acted upon by the Governing Board at its meeting on: August 8, 2019
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2019 - 2020		Year 2 2020 - 2021		Year 3 2021 - 2022	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$198,686.32	\$0.00	0.00%		0.00%		0.00%
2. Salary Schedule - Increase (Decrease)	\$198,686.32	\$3,973.73	2.00%		0.00%		0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$198,686.32	\$0.00	0.00%		0.00%		0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$41,128.07	\$822.56	2.00%		0.00%		0.00%
5. Health/Welfare Benefits - Increase (Decrease)							
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$239,814.39	\$4,796.29	2.00%	\$0.00	0.00%	\$0.00	0.00%
7. Total Number of Represented Employees	1.00	1.00					
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$239,814.39	\$4,796.29	2.00%				

Impact on other Funds: _____

A. Provide a brief narrative of the proposed change in compensation, in percentage change(s), effective date(s), and comments and explanation necessary:

The Superintendent salary schedule shall be increased by 2% effective July 1, 2019. The increase is "on" schedule beginning in 19-20.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustment, staff development days, teacher prep time, etc.)

C. What are the specific impacts on instructional/support programs to accomplish the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

D. What contingency language is included in the proposed agreement?

Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

E. Source of Funding for Proposed Agreement

1. Current Year – General Fund

2. How will the ongoing cost of the proposed agreement be funded in future years?

The ongoing cost will be funded by the General Fund.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

The compensation increase of 2% is “on” schedule beginning in 19-20.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$60,046,585
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,286.15
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$1,801,397.56

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,938,905.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.90
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$1,938,905.90

3. Do unrestricted reserves meet the state standard minimum reserve amount? **Yes** No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent
(Signature)

Date

Chief Business Official
(Signature)

Date

Contact Person: _____ Telephone No.: _____

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: June 13, 2019
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (insert date) June 13, 2019	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	47,281,358			47,281,358
Remaining Revenues (8100-8799)	9,547,522			9,547,522
TOTAL REVENUES	56,828,880	0	0	56,828,880
EXPENDITURES:				0
1000 Certificated Salaries	22,658,950	3,974		22,662,924
2000 Classified Salaries	9,760,187			9,760,187
3000 Employee Benefits	13,038,131	823		13,038,953
4000 Books and Supplies	2,834,990			2,834,990
5000 Services and Operating Expenses	7,617,419			7,617,419
6000 Capital Outlay	2,706,265			2,706,265
7000 Other	1,430,643			1,430,643
TOTAL EXPENDITURES	60,046,585	4,796	0	60,051,382
OPERATING SURPLUS (DEFICIT)	(3,217,705)	(4,796)	0	(3,222,502)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(3,217,705)	(4,796)	0	(3,222,502)
BEGINNING BALANCE	6,466,108			6,466,108
CURRENT YEAR-ENDING BALANCE	3,248,403	(4,796)		3,243,606
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	4,500			4,500
Restricted (9740)	1,131,926			1,131,926
Committed (9750/9760)				0
Assigned (9780)	173,072	(4,796)		168,276
Reserve Economic Uncertainties (9789)	1,938,905			1,938,905
Unassigned/Unappropriated (9790)	1			1

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: FIELD TRIP ~ VISIT TO SAN DIEGO STATE UNIVERSITY

BACKGROUND INFORMATION:

Elementary teachers participating in an action research study with San Diego State University (SDSU) are requesting approval to take a small group parents and students to visit SDSU. This event is part of the requisites of the action research teachers are conducting. Approximately 9 students and their parents will be participating in this visit to SDSU scheduled for August 10, 2019.

The purpose of this visit to SDSU is to assess parental understanding of the different paths students can take to enter a university or college and to understand what they perceive as barriers for their children to attend a university or college. During the visit to SDSU parents will receive information about high school course requirements and grades, requirements for ACT and SAT tests, and financial aid.

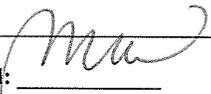
RECOMMENDATION:

Approve the field trip and participation of approximately 9 students, their parents and four teachers participating in an action research study to San Diego State University on August 10, 2019 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement 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

Sponsored by Researchers

(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

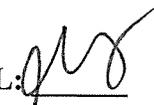
SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - AUGUST

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 August 8, 2019 Board meeting:

- Project Lead The Way Launch Classroom Teacher Training
- Edupoint Users Conference
- State & Federal 101/School Site Council (SSC)
- 2019 School Law and Required Immunizations Training
- Putting It All Together – Promoting Student Success
- Essential IEP Meeting Vocabulary English-Spanish
- Amplify ELA Workshop from Amplify Education, Inc.
- School Nurses Resource Group
- CA English Learner ROADMAP Training of Trainers
- GLSEN 1.0 – Creating a Safe Space for Lesbian, Gay, Bisexual and Transgender Youth
- Equity Conference 2020 – Where There is Vision, There is Hope
- ASES City Span Training
- CPI Instructor’s Conference
- ACSA Principals Academy
- Human Resource Essentials Workshop
- Supervisor of Attendance Workshop
- Where Compliance Meets Quality Workshop
- Teaming Today To Impact Tomorrow
- The Community Interpreter
- CEDR Conference

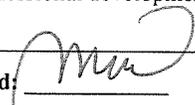
Cost implications might include: Registration fees, lodging, parking, meals, mileage and substitute teacher compensation, as needed.

RECOMMENDATION:

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

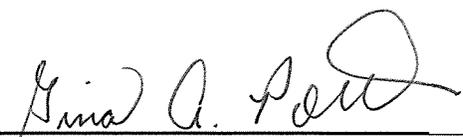
LCAP GOAL AND ACTION/SERVICE:

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
APPROXIMATE COST \$24,128.00 (Amount)	General, Special Ed., Title II, Title III and Supplemental & Concentration Funds (Name of funding source and/or location)	-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:



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

PROFESSIONAL DEVELOPMENT**Item 14D.2**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Liana Davis	Project Lead The Way Launch Classroom Teacher Training	San Diego	July 10-11, 2019	\$700.00	Supplemental and Concentration Fund
Omar Calleros, Marta Rodriguez	ASES City Span Training	SDCOE	July 24, 2019	Mileage	General Fund
Todd Lewis, Carolina Jaime	Edupoint Users Conference	Anaheim	November 7-8, 2019	\$2,200.00	General Fund
Anita Gillchrest	2019 School Law and Required Immunizations Training	Chula Vista	August 21, 2019	\$0	No Cost
Cynthia Gonzalez	State & Federal 101/School Site Council (SSC)	SDCOE	August 15, 2019	\$25.00	General Fund
Omar Calleros	Where Compliance Meets Quality Workshop	SDCOE	August 15, 2019	\$0	No Cost
Marilyn Adrianzen, Manuela Colom, Cynthia Gonzalez	Putting It All Together – Promoting Student Success	SDCOE	October 15, 2019 Dec. 6, 2019 February 20, 2020 April 29, 2020 May 14, 2020	\$289.00	General Fund
Oscar Madera	CPI Instructor's Conf erence	San Marcos	August 15-16, 2019	\$989 + Mileage & Meals	Special Education
Linda Gonzales	Human Resource Essentials Workshop	Corona, CA	September 4, 2019	\$425.00 + Mileage	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Denise Villezcas, Miguel Aguilera, Lupita Garcia, Dalia Gonzalez, Sylvia Robledo	GLSEN 1.0 – Creating a Safe Space for Lesbian, Gay, Bisexual and Transgender Youth	SDCOE	August 26, 2019	\$0	No Cost
Silvia Castaneda, Consuelo Carranza, Maria Rodriguez, Nadia Aviles	ACSA Principals Academy	Ontario, CA	Nov. 15-16, 2019 Dec. 6-7, 2019 Jan. 10-11, 2020 Feb. 21-22, 2020 Mar. 20-21, 2020 Apr. 24-25, 2020	\$13,600.00	Title II Fund
Elmy Flores	Essential IEP Meeting Vocabulary English-Spanish	San Diego, CA	Wed., July 31, 2019	\$100.00 +Mileage	General Fund
Omar Calleros	Supervisor of Attendance Workshop	El Cajon, CA	Sept. 6, 2019	\$0	No Cost
Cynthia Gonzalez, Adriana Aguilar, Luis Ramos, Laura English, Drina Bedoya, Holy Black, Lorena Guerrero, Gabriela Simpson, Jamie Barrett, Stephanie Hake, Crystal Henry, Irma Abedoy, Andrea Counts, Sashanae Buchanan, Patricia Manley, Anjelica Topete, Alma Sanchez, Jennifer Cuestas, Marisela Lozano	Amplify ELA Workshop from Amplify Education, Inc	San Diego	August 29, 2019	\$2,400.00	General Fund
Pablo Sainz	The Community Interpreter	Vista, CA	July 22-26, 2019	\$0 + mileage	General Fund 14D.2

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Gina A. Potter, Manuela Colom, Omar Calleros, Irene Lopez, Maria Rodriguez, Nadia Aviles	Teaming Today To Impact Tomorrow	Chula Vista, CA	August 23, 2019	\$0	No Cost
Elmy Flores	The Community Interpreter	San Diego	July 16, 18, 23, 25 & 30, 2019	Mileage	General Fund
Anita Gillchrest	School Nurses Resource Group	SDCOE	Sep. 17, 2019 Oct. 15, 2019 Nov. 19, 2019 Jan. 21, 2020 Feb. 18, 2020 Mar. 17, 2020 Apr. 21, 2020 May 12, 2020	\$0	No Cost
Romeo Diacosta	CEDR Conference	Monterey, CA	October 1-5, 2019	\$1,400.00	Special Education Fund
Manuela Colom, Adriana Aguilar, Luis Ramos	CA English Learner ROADMAP Training of Trainers	SCREC	August 26-27, 2019	\$225.00 + Mileage	Title III Fund

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** August 8, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

Informational
 Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #1 (July 1, 2019 through July 29, 2019): ▪ General Fund: 0000005169-0000005177, 0000005180-0000005193, 0000005195-0000005260, 0000005264-0000005265, 0000005267-0000005275, 0000005277-0000005305 ▪ Child Development Fund: 0000005261-0000005262.

RECOMMENDATION:

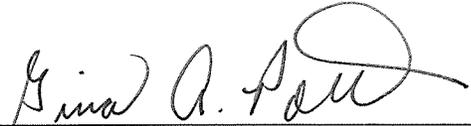
Ratify the following purchase orders incurred by the District during the period July 1, 2019 through July 29, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <u>MW</u>	
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px; text-align: center;">Varies <small>(Amount)</small></div>	<div style="border: 1px solid black; padding: 2px; text-align: center;">As listed above <small>(Name of funding source and/or location)</small></div>	<div style="border: 1px solid black; padding: 2px; text-align: center;">-- <small>(Funding account number)</small></div>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

PURCHASING REPORT

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005169	7/1/2019	001161	HOME DEPOT		0100	8150000	4300007	070	\$ 20,000.00
				MAINTENANCE SUPPLIES - Open PO					
0000005170	7/2/2019	004899	THE COLLEGE BOARD		0100	0000000	4100000	061	\$ 3,170.42
				INSTRUCTIONAL SUPPLIES					
0000005171	7/2/2019	004899	THE COLLEGE BOARD		0100	0000000	4100000	061	\$ 1,585.21
				INSTRUCTIONAL SUPPLIES					
0000005172	7/2/2019	004899	THE COLLEGE BOARD		0100	0000000	4100000	061	\$ 2,430.66
				INSTRUCTIONAL SUPPLIES					
0000005173	7/2/2019	004899	THE COLLEGE BOARD		0100	0000000	4100000	061	\$ 3,170.42
				INSTRUCTIONAL SUPPLIES					
0000005174	7/2/2019	004899	THE COLLEGE BOARD		0100	0000000	4100000	061	\$ 3,698.83
				INSTRUCTIONAL SUPPLIES					
0000005175	7/2/2019	000762	SOUTH BAY FENCE, INC.		0100	8150000	5600005	070	\$ 19,785.00
				CONTRACTED SERVICES - OVHS gate					
0000005176	7/2/2019	004899	THE COLLEGE BOARD		0100	0000000	4100000	061	\$ 17,590.09
				INSTRUCTIONAL SUPPLIES					
0000005177	7/2/2019	004899	THE COLLEGE BOARD		0100	0000000	4100000	061	\$ 8,912.50
				INSTRUCTIONAL SUPPLIES					
0000005180	7/5/2019	004678	AMAZON.COM, INC.		0100	3010000	4300001	020	\$ 833.17
				INSTRUCTIONAL SUPPLIES					
0000005181	7/5/2019	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300001	022	\$ 883.48
				INSTRUCTIONAL SUPPLIES					
0000005182	7/8/2019	001152	CUSTOM BINDING		0100	0000000	4300050	073	\$ 1,034.40
				PUBLICATIONS SUPPLIES					
0000005183	7/8/2019	002721	CALIFORNIA ELECTRIC SUPPLY		0100	8150000	4300007	070	\$ 20,000.00
				MAINTENANCE SUPPLIES - Open PO					
0000005184	7/8/2019	004915	COMMITTEE FOR CHILDREN		0100	0000001	4300001	061	\$ 55,134.00
				CONTRACTED SERVICES - Second Step Prog					
0000005185	7/8/2019	000012	CULVER-NEWLIN INC.		0100	8150000	5600005	070	\$ 1,454.63
				CONTRACTED SERVICES					
0000005186	7/9/2019	001510	EWING IRRIGATION		0100	0000000	4300014	069	\$ 20,000.00
				GROUNDS SUPPLIES - Open PO					
0000005187	7/9/2019	002650	IMPERIAL SPRINKLER SUPPLY		0100	0000000	4300014	069	\$ 10,000.00
				GROUNDS SUPPLIES - Open PO					
0000005188	7/9/2019	001527	RANCHO SAN DIEGO NURSERY INC		0100	0000000	4300014	069	\$ 2,000.00
				GROUNDS SUPPLIES					
0000005189	7/9/2019	0000000068	P.I.P.S.		0100	0000000	5800010	071	\$ 933,019.92
				PROFESSIONAL SERVICES - - Open PO					
0000005190	7/10/2019	004056	OPTIMUM FLOORCARE		0100	0000000	5300020	022	\$ 1,000.00
				MAINTENANCE SUPPLIES					
0000005191	7/10/2019	001763	RCP BLOCK & BRICK		0100	0000000	4300014	069	\$ 10,000.00
				GROUND SUPPLIES- Open PO					
0000005192	7/10/2019	003598	BJ'S RENTALS, INC.		0100	8150000	5600001	070	\$ 5,000.00
				RENTAL OF EQUIPMENT					
0000005193	7/11/2019	000809	OFFICE DEPOT		0100	0000000	4300001	018	\$ 1,351.72
				INSTRUCTIONAL SUPPLIES					
0000005195	7/11/2019	00000000033	ORANGE COUNTY DEPT. OF EDUCATION		0100	5630000	5200003	061	\$ 250.00
				REGISTRATION FEE					
0000005196	7/11/2019	004525	ALLTECH IM		0100	0000000	5800010	012	\$ 179.00
				CONTRACTED SERVICES					
0000005197	7/11/2019	00000000080	DIMENSION DATA NORTH AMERICA		0100	0000000	5600005	067	\$ 14,800.00
				CONTRACTED SERVICES -Cisco phones					
0000005198	7/11/2019	002227	FRONTLINE TECHNOLOGIES GROUP		0100	0000000	5800010	062	\$ 15,331.81
				PROFESSIONAL SERVICES - Aesop					
0000005199	7/11/2019	000370	DUNN-EDWARDS CORP.		0100	8150000	4300007	070	\$ 10,000.00
				MAINTENANCE SUPPLIES - Open PO					
0000005200	7/15/2019	00000000531	SUPERIOR RAIN GUTTERS AND AWNING, INC		0100	8150000	5600005	070	\$ 9,600.00
				CONTRACTED SERVICES					
0000005201	7/15/2019	002539	ZONAR SYSTEMS		0100	0982000	4300011	074	\$ 2,121.55
				OFFICE SUPPLIES					
0000005202	7/15/2019	00000000397	HORIZON DISTRIBUTORS		0100	0000000	4300014	069	\$ 5,000.00
				GROUNDS SUPPLIES					
0000005203	7/15/2019	004231	PRO POWER		0100	0000000	4300014	069	\$ 7,000.00
				GROUNDS SUPPLIES					
0000005204	7/15/2019	00000000531	SUPERIOR RAIN GUTTERS AND AWNING, INC		0100	8150000	5600005	070	\$ 5,376.00
				CONTRACTED SERVICES					
0000005205	7/15/2019	001749	TURF STAR INC.		0100	0000000	4300014	069	\$ 2,000.00
				GROUNDS SUPPLIES					
0000005206	7/15/2019	00000000531	SUPERIOR RAIN GUTTERS AND AWNING, INC		0100	8150000	5600005	070	\$ 7,360.00
				CONTRACTED SERVICES					
0000005207	7/15/2019	004765	PLATINUM PARTY RENTALS		0100	0000002	5800000	062	\$ 2,826.77
				CONTRACTED SERVICES					
0000005208	7/15/2019	003624	SAN YSIDRO SCHOOL DISTRICT		0100	0000000	5450000	071	\$ 20,000.00
				TRUST DEPOSIT -Keenan					
0000005209	7/15/2019	000778	SAFEMAY INC. -VONS DIVISION		0100	0000002	4300000	062	\$ 673.84
				MATERIALS AND SUPPLIES					
0000005210	7/15/2019	00000000076	SOUTHERN CALIFORNIA RELIEF		0100	0000000	5450000	071	\$ 447,898.00
				PROFESSIONAL SERVICES Keenan Liabilities					
0000005211	7/15/2019	00000000491	PANERA BREAD COMPANY		0100	0000000	4300015	063	\$ 3,000.00
				REFRESHMENTS					
0000005212	7/15/2019	001931	UNITED RENTALS		0100	8150000	5600001	070	\$ 5,000.00
				CONTRACTED SERVICES					
0000005213	7/15/2019	004401	OTAY MESA SALES INC.		0100	8150000	4300007	070	\$ 7,000.00
				MAINTENANCE SUPPLIES					

PURCHASING REPORT

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
000005214	7/15/2019	003145	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
000005215	7/16/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	\$ 4,200.00
000005216	7/16/2019	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 6,775.00
000005217	7/16/2019	004087	RGC CONSTRUCTION INC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 5,660.00
000005218	7/16/2019	002539	ZONAR SYSTEMS	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 4,400.00
000005219	7/16/2019	03146A	STOTZ EQUIPMENT	GROUND SUPPLIES	0100	0000000	5600005	069	\$ 5,000.00
000005220	7/16/2019	001161	HOME DEPOT	GROUND SUPPLIES - Open PO	0100	0000000	4300014	069	\$ 10,000.00
000005221	7/16/2019	002981	TIFCO INDUSTRIES	GROUND SUPPLIES	0100	0000000	4300014	069	\$ 2,000.00
000005222	7/16/2019	003622	FASTENAL COMPANY	GROUND SUPPLIES	0100	0000000	4300014	069	\$ 1,000.00
000005223	7/16/2019	000356	GRAINGER	GROUND SUPPLIES	0100	0000000	4300014	069	\$ 1,000.00
000005224	7/17/2019	001164	MATERIAL SALES INC	GROUND SUPPLIES	0100	0000000	4300014	069	\$ 1,000.00
000005225	7/17/2019	004056	OPTIMUM FLOORCARE	GROUPS SUPPLIES	0100	0000000	4300014	069	\$ 5,000.00
000005226	7/17/2019	003144	HOTSY EQUIPMENT COMPANY	GROUPS SUPPLIES	0100	0000000	5600005	069	\$ 2,000.00
000005227	7/17/2019	003859	BATTERY SYSTEMS	GROUPS SUPPLIES	0100	0000000	4300014	069	\$ 1,000.00
000005228	7/17/2019	002151	NAPA AUTO AND TRUCK PARTS	GROUND SUPPLIES	0100	0000000	4300014	069	\$ 1,000.00
000005229	7/17/2019	0000000370	AGRI-TURF DISTRIBUTING, LLC	GROUPS SUPPLIES	0100	0000000	4300014	069	\$ 3,000.00
000005230	7/17/2019	003192	WAL- MART COMMUNITY/GEGRB	GROUPS SUPPLIES	0100	0000000	4300014	069	\$ 1,000.00
000005231	7/17/2019	004833	SPARKLETT'S	REFRESHMENT	0100	0000000	4300015	022	\$ 1,000.00
000005232	7/17/2019	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300015	022	\$ 500.00
000005233	7/17/2019	000356	GRAINGER	MAINTENANCE SUPPLIES - Open PO	0100	8150000	4300007	070	\$ 10,000.00
000005234	7/17/2019	000039	DIXIELINE LUMBER CO	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
000005235	7/17/2019	000775	REFRIGERATION SUPPLIES	MAINTENANCE SUPPLIES - Open PO	0100	8150000	4300007	070	\$ 10,000.00
000005236	7/17/2019	003019	VALLEY TRACTOR & EQUIPMENT	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
000005237	7/17/2019	000279	COURTNEY TIRE SERVICE	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
000005238	7/17/2019	002151	NAPA AUTO AND TRUCK PARTS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,000.00
000005239	7/17/2019	004084	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES - Open PO	0100	8150000	4300007	070	\$ 10,000.00
000005240	7/17/2019	000762	SOUTH BAY FENCE, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
000005241	7/17/2019	00117A	UNITED STATES POSTAL SERVICE	POSTAGE	0100	0000000	5900012	071	\$ 235.00
000005242	7/17/2019	002976	FEDEX	CONTRACTED SERVICES	0100	0000000	5900012	071	\$ 2,000.00
000005243	7/17/2019	002836	WESTAIR GASES & EQUIPMENT INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
000005244	7/17/2019	001795	WILLY'S ELECTRONIC SUPPLY CO.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
000005245	7/17/2019	003622	FASTENAL COMPANY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,000.00
000005246	7/17/2019	002578	CLARK SECURITY PRODUCTS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 8,000.00
000005247	7/17/2019	001845	FERGUSON ENTERPRISES,INC#1350	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
000005248	7/17/2019	004426	TRANE U.S. INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 7,000.00
000005249	7/17/2019	003859	BATTERY SYSTEMS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
000005250	7/17/2019	002981	TIFCO INDUSTRIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
000005251	7/17/2019	002153	HARBOR FREIGHT TOOLS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
000005252	7/17/2019	001164	MATERIAL SALES INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
000005253	7/17/2019	003935	AMS - ACOUSTICAL MATERIAL	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 7,000.00
000005254	7/17/2019	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES - Open PO	0100	0982000	5600005	074	\$ 10,000.00
000005255	7/17/2019	000348	FLEET SERVICES INC.	MECHANIC SUPPLIES	0100	0982000	4300023	074	\$ 5,000.00

PURCHASING REPORT

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
000005256	7/17/2019	004131	HYDROTEX PARTNERS, LTD		0100	0982000	4300022	074	\$ 5,000.00
000005257	7/17/2019	0000000073	HOSEPOWER USA		0100	0982000	4300023	074	\$ 2,000.00
000005258	7/18/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	020	\$ 365.73
000005259	7/18/2019	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	069	\$ 3,315.51
000005260	7/18/2019	004678	AMAZON.COM, INC.		0100	0000000	4300011	024	\$ 196.58
000005264	7/18/2019	001532	VERITIV OPERATING COMPANY		0100	0000000	4300050	073	\$ 1,384.40
000005265	7/18/2019	001178	SAN DIEGO COUNTY		0100	0000000	4300050	073	\$ 1,365.00
000005267	7/18/2019	002580	COOLE SCHOOL		0100	0000000	4300001	020	\$ 2,351.50
000005268	7/18/2019	000437	CURRICULUM ASSOC. INC.		0100	6500000	4300003	054	\$ 718.00
000005269	7/18/2019	000809	OFFICE DEPOT		0100	0000000	4300001	024	\$ 2,341.26
000005270	7/18/2019	004185	B&H PHOTO,VIDEO		0100	0000000	4300012	025	\$ 648.99
000005271	7/18/2019	004858	FLYERS ENERGY		0100	0982000	4300022	074	\$ 60,000.00
000005272	7/18/2019	001610	FIREHAWK		0100	8150000	5600005	070	\$ 9,719.95
000005273	7/18/2019	0000000201	ARC		0100	8150000	5600005	070	\$ 34.19
000005274	7/19/2019	0000000324	CODE TO THE FUTURE		0100	4035000	5800010	061	\$ 33,000.00
000005275	7/19/2019	004678	AMAZON.COM, INC.		0100	0000000	4300011	064	\$ 70.04
000005277	7/19/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	022	\$ 495.17
000005278	7/19/2019	002102	A-Z BUS SALES, INC.		0100	0982000	4300023	074	\$ 15,000.00
000005279	7/19/2019	000809	OFFICE DEPOT		0100	0000000	4300001	016	\$ 1,034.40
000005280	7/19/2019	003589	HENRY APONTE		0100	0000000	4300012	025	\$ 14,678.79
000005281	7/22/2019	001093	KONE INC		0100	8150000	5600007	070	\$ 42,623.00
000005282	7/22/2019	0000000633	WEX BANK		0100	8150000	4300022	070	\$ 45,000.00
000005283	7/22/2019	001438	REPUBLIC SERVICES		0100	0000000	5500005	069	\$ 140,000.00
000005284	7/22/2019	000067	SAN DIEGO GAS & ELECTRIC		0100	0000000	5500001	069	\$ 900,000.00
000005285	7/22/2019	000553	SPRINT		0100	0000000	5900001	069	\$ 48,000.00
000005286	7/22/2019	004323	GALLAGHER BENEFIT SERVICES, INC		0100	0300100	5800010	071	\$ 6,000.00
000005287	7/22/2019	000069	CITY TREASURER		0100	0000000	5500004	069	\$ 250,000.00
000005288	7/22/2019	001079	PENSKE TRUCK LEASING		0100	8150000	5600001	070	\$ 5,000.00
000005289	7/22/2019	0000000491	PANERA BREAD COMPANY		0100	0000000	4300015	020	\$ 706.64
000005290	7/22/2019	0000000491	PANERA BREAD COMPANY		0100	0000002	4300015	062	\$ 5,223.50
000005291	7/22/2019	003676	SCHOOL INNOVATIONS		0100	0000000	5800010	061	\$ 8,100.00
000005292	7/23/2019	003909	TEAMTALK NETWORK		0100	0982000	5600005	074	\$ 5,000.00
000005293	7/23/2019	003934	ANYTIME SIGN SOLUTION, INC		0100	8150000	4300007	070	\$ 5,000.00
000005294	7/23/2019	002355	IB TROPHIES & AWARDS		0100	0000000	4300027	064	\$ 1,449.49
000005295	7/23/2019	004778	U.S. BANK - PARS #6746050200		0100	0425000	5800025	010	\$ 5,263.38
000005296	7/23/2019	0000000091	AVID CENTER		0100	0000001	5300000	061	\$ 13,118.00
000005297	7/23/2019	002622	COOPERATIVE ORGANIZATION FOR		0100	0000000	5800010	062	\$ 2,200.00
000005298	7/23/2019	003192	WAL-MART COMMUNITY/GEGRB		0100	0980002	4300001	061	\$ 1,000.00
000005299	7/23/2019	000778	SAFeway INC.-VONS DIVISION		0100	0980002	4300001	061	\$ 1,000.00
000005300	7/23/2019	001161	HOME DEPOT		0100	0980002	4300001	061	\$ 1,000.00
000005301	7/23/2019	002771	SMART & FINAL		0100	0980002	4300015	061	\$ 1,000.00
000005302	7/24/2019	000535	SCHOOL SPECIALTY		0100	0000000	4300001	024	\$ 743.48

PURCHASING REPORT

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total By Account
000005303	7/24/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 1,086.77
000005304	7/26/2019	003528	SOUTHWESTERN COLLEGE	CONTRACTED SERVICES - Registration GATE	0100	0000001	5800010	061	\$ 15,440.00
000005305	7/26/2019	0000000078	VECTOR USA	PROFESSIONAL SERVICES - Support Services	0100	0000000	5800010	067	\$ 111,712.12
Total for 0100									\$ 3,651,627.31
000005261	7/18/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300020	076	\$ 3,229.76
000005262	7/18/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300020	076	\$ 891.79
Total for 1200									\$ 4,121.55
Grand Total									\$ 3,655,748.86

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW
 Informational
 Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

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

The following are expenditures incurred by the District during the period of July 1, 2019 through July 29, 2019 with checks #14-570063 through #14-574804 for a total expenditure of \$661,005.27 from the following sources:

General Fund - \$654,929.47
Child Nutrition - \$6,075.80

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of July 1, 2019 through July 29, 2019 for a total expenditure of \$661,005.27

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: MW

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

\$661,005.27 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
EXPENSE REPORT

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14570063	BLACKBOARD INC	7/15/2019	\$ 19,000.00	0100	SOFTWARE RENEWAL
14570064	P.I.P.S.	7/15/2019	\$ 77,751.66	0100	PROFESSIONAL SERVICES
14570065	FRONTLINE TECHNOLOGIES GROUP	7/15/2019	\$ 15,331.81	0100	PROFESSIONAL SERVICES (AESOP)
14571640	CHULA VISTA SCHOOL DISTRICT	7/18/2019	\$ 400.00	0100	CONTRACTED SERVICES
14572727	SOUTHERN CALIFORNIA RELIEF	7/22/2019	\$ 447,898.00	0100	PROFESSIONAL SERVICES
14573630	ARC	7/24/2019	\$ 34.19	0100	CONTRACTED SERVICES
14573631	CHANNING BETE COMPANY	7/24/2019	\$ 1,643.91	0100	INSTRUCTIONAL SUPPLIES
14573632	SAN DIEGO GAS & ELECTRIC	7/24/2019	\$ 63,115.62	0100	UTILITY (SDGE)
14573633	SAN YSIDRO SCHOOL DISTRICT	7/24/2019	\$ 20,000.00	0100	TRUST DEPOSIT
14573634	TEAMTALK NETWORK	7/24/2019	\$ 397.80	0100	CONTRACTED SERVICES
14573635	GALLAGHER BENEFIT SERVICES, INC	7/24/2019	\$ 459.00	0100	PROFESSIONAL SERVICES
14573636	U.S. BANK - PARS #6746050200	7/24/2019	\$ 5,263.38	0100	PARS SUPPLEMENTARY RETIREMENT
14574447	WEX BANK	7/26/2019	\$ 3,634.10	0100	CONTRACTED SERVICES
Total 0100			\$ 654,929.47		
14570644	SAFEWAY INC. - VONS DIVISION	7/16/2019	\$ 1,819.17	1300	CATERING FOR EVENTS - HR
14571641	COUNTY OF SAN DIEGO	7/18/2019	\$ 291.00	1300	ENVIRONMENTAL HEALTH PERMIT
14571642	AMERICAN PRODUCE DISTRIBUTORS	7/18/2019	\$ 1,041.47	1300	FOOD FOR SUMMER SCHOOL
14572728	EVELYN ZARZOSA	7/22/2019	\$ 25.50	1300	REIMBURSEMENT - POSTAGE FOR CEP
14572729	HOLLANDIA DAIRY INC.	7/22/2019	\$ 502.96	1300	MILK FOR SUMMER SCHOOL
14572730	CDE,CASHIER'S OFFICE	7/22/2019	\$ 156.16	1300	GOVERNMENT COMMODITIES
14572731	GALASSO'S BAKERY	7/22/2019	\$ 275.26	1300	FOOD FOR SUMMER SCHOOL
14574804	GOLD STAR FOODS	7/29/2019	\$ 1,964.28	1300	FOOD FOR SUMMER SCHOOL
Total 1300			\$ 6,075.80		
Grand Total			\$ 661,005.27		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

Accept donations valued at \$1,070.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MA

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

DONATIONS
\$1,070.00

Cash/Checks Only
Donations Account

--

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: mw
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH LOOMIS ARMORED SERVICES

BACKGROUND INFORMATION:

For the past years, Mission Federal Credit Union (MFCU) has been providing banking services to our District which included the Loomis Armored US, LLC (Loomis) services. MFCU conducted a Request for Proposal with several providers in San Diego, performed a careful review and decided to remain with Loomis. Loomis services has been consistently good, their pricing is lower than the other carriers and they are the current vault provider for MFCU schools.

RECOMMENDATION:

Approve/Ratify the agreement with Loomis Armored US, LLC for armored transportation services during 2019-20 at an estimated monthly cost of \$500.00 from the General fund.

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 2019-2020 Budget?

Requisition #

Yes No

Yes No

ESTIMATED MONTHLY

\$500.00
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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



SERVICE AGREEMENT

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

LOOMIS ARMORED US, LLC
("LOOMIS")
a Texas Limited Liability Company
with offices at:
2500 CityWest Blvd. Ste. 2300,
Houston, TX 77042.

SAN YSIDRO SCHOOL DISTRICT
("CUSTOMER")
a CA corporation, located at,
4350 OTAY MESA RD,
SAN YSIDRO, CA 92173.

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this 9th day of July, 2019 (the "Effective Date").

Term: Service will begin on the 1st day of August, 2019 and shall continue for a period of one (1) year(s). CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein. Except as expressly stated herein, CUSTOMER understands and agrees that this Agreement contains no provision for early termination in whole or part. Either party may terminate this Agreement with five (5) days written notice in the event of bankruptcy, or insolvency of the other party. LOOMIS may terminate this Agreement with thirty (30) days written notice in the event of a material reduction or cancellation of LOOMIS' insurance.

CUSTOMER and LOOMIS agree to the following:

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

LOOMIS BRANCH	UNIT # / LOCATION	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	FEE for SERVICE
1240 - San Diego	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA RD San Ysidro, CA 92173	\$75,000 per shipment	1x/week Wednesday	\$82.22 per month, trip, plus applicable charges listed below.

Premise Time: Each service location under this Agreement (regardless of the pickup/delivery points) is allotted seven (7) minutes of service time. Over seven (7) minutes, a fee of \$2.50 per one (1) minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the CUSTOMER'S location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

Research and Supply Fee: A fee of \$65.00 per hour plus supplies will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS.

Excess Item Handling: A fee of \$1.50 per Item is assessed when the number of items or containers exceeds ten (10) items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

Non-Scheduled/Off-Day Service: \$45.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Holiday Service Fee: A fee of \$100.00 will be charged for the service provided on those Holidays as listed in Section 11.

Excess Liability: A fee of \$0.40 per \$1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

Insurance Fee: A fee of 7% will be assessed to all services provided within this Agreement.

Living Wage Fee: A fee of 11% will be assessed to all services provided within this Agreement.

CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

Decline

Reconstruction Obligations:

As explained in Section 7(c), of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, destroyed checks or items that provide an audit trail. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

Decline

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 7(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars (\$10,000.00) regardless of the face value of the checks in shipment.

TERMS AND CONDITIONS

1. **Service(s):** LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LOOMIS accepts the sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LOOMIS pursuant to this Agreement. The fee payable by CUSTOMER to LOOMIS is based upon the Maximum Liability Amount(s) and level(s) of service provided by LOOMIS as stated in this Agreement. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

2. **Billing and Payment:** CUSTOMER agrees to pay LOOMIS within fifteen (15) days of receipt of invoices which shall include any applicable federal, state or local taxes. In addition, LOOMIS may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LOOMIS on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed on the signature page of this Agreement.

3. **Rate Adjustment:** LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS will henceforth adjust the monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Item). LOOMIS' established baseline is \$1.31. Any cost above the \$1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to \$1.41, the corresponding fuel fee is increased by 0.5%). The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table is for reference only and does not reflect the maximum rate which may be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
\$4.91	\$5.00	\$.10	18.00%
\$4.81	\$4.90	\$.10	17.50%
\$4.71	\$4.80	\$.10	17.00%
\$4.61	\$4.70	\$.10	16.50%
\$4.51	\$4.60	\$.10	16.00%
\$4.41	\$4.50	\$.10	15.50%
\$4.31	\$4.40	\$.10	15.00%
\$4.21	\$4.30	\$.10	14.50%
\$4.11	\$4.20	\$.10	14.00%
\$4.01	\$4.10	\$.10	13.50%
\$3.91	\$4.00	\$.10	13.00%
\$3.81	\$3.90	\$.10	12.50%
\$3.71	\$3.80	\$.10	12.00%
\$3.61	\$3.70	\$.10	11.50%
\$3.51	\$3.60	\$.10	11.00%

\$3.41	\$3.50	\$.10	10.50%
\$3.31	\$3.40	\$.10	10.00%
\$3.21	\$3.30	\$.10	9.50%
\$3.11	\$3.20	\$.10	9.00%
\$3.01	\$3.10	\$.10	8.50%
\$2.91	\$3.00	\$.10	8.00%
\$2.81	\$2.90	\$.10	7.50%
\$2.71	\$2.80	\$.10	7.00%
\$2.61	\$2.70	\$.10	6.50%
\$2.51	\$2.60	\$.10	6.00%
\$2.41	\$2.50	\$.10	5.50%
\$2.31	\$2.40	\$.10	5.00%
\$2.21	\$2.30	\$.10	4.50%
\$2.11	\$2.20	\$.10	4.00%
\$2.01	\$2.10	\$.10	3.50%
\$1.91	\$2.00	\$.10	3.00%
\$1.81	\$1.90	\$.10	2.50%
\$1.71	\$1.80	\$.10	2.00%
\$1.61	\$1.70	\$.10	1.50%
\$1.51	\$1.60	\$.10	1.00%
\$1.41	\$1.50	\$.10	.50%
\$1.31	\$1.40	\$.10	.00%

a) LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations, including but not limited to changes in minimum wage, to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. **Liability:** LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement of the securely sealed container(s) from the time LOOMIS signs for and receives physical custody of the sealed container(s). The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. LOOMIS' responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LOOMIS' receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LOOMIS does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LOOMIS will have no liability for any loss in any way related to such fact or circumstance. CUSTOMER agrees that LOOMIS does not undertake the obligation of an absolute insurer in the performance of this Agreement. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OR SERVICES OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSPORTATION OR TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR ANY CARGO LOSS (WHICH SHALL BE SUBJECT TO THE MAXIMUM LIABILITY AMOUNT), IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER EXCEED THE SERVICE FEE PAID BY CUSTOMER TO LOOMIS FOR THE SERVICE OUT OF WHICH THE ALLEGED LIABILITY AROSE.

5. **Excess Liability:** The following terms will apply if CUSTOMER did not decline excess liability coverage. If LOOMIS accepts tender of a shipment in excess of the Maximum Liability Amount, CUSTOMER agrees to pay LOOMIS the excess liability fee set forth herein. **CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Maximum Liability Amount.**

6. **Indemnity:** LOOMIS agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by LOOMIS, its agents, officers, employees, or independent consultants hired under this Agreement.

7. **Claim Procedures:** The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed container in connection with which the Cargo Loss is asserted. If notice of the Cargo Loss is not received by LOOMIS within this forty-five (45) day period, the claim for the Cargo Loss shall be deemed waived and released by the CUSTOMER. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, ATM number if applicable, customer contact information with payment instructions and supporting documentation if available at the time of notice. **All claims must be sent to the Loomis Centralized Claim Unit via email at claims2@us.loomis.com.** It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

b) Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Amount or the Excess Liability Coverage, if not declined by CUSTOMER.

c) CUSTOMER shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars (\$10,000.00) per shipment "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d) Upon the request of LOOMIS, CUSTOMER will furnish a proof of loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure:**

a) The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s), for non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion, determines the same may endanger the safety of CUSTOMER'S property or personnel or LOOMIS' vehicles or employees.

b) It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER's employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that LOOMIS shall not have any liability for losses of any documentation carried by LOOMIS at CUSTOMER's request without compensation.

d) CUSTOMER expressly understands and accepts that ownership (title) to cash transported or stored by LOOMIS shall never transfer to LOOMIS.

e) It is further agreed LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

- (i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government, power authority or forces.
- (ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force whether in time of peace or war.
- (iii) Insurrection, rebellion, revolution, terrorist act, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.
- (iv) Acts of God, strikes, labor disturbances, impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS' reasonable control.

9. **Disputes:** CUSTOMER and LOOMIS agree that except for disputes regarding over-payment or non-payment of fees for services under this Agreement, any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LOOMIS agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in San Diego, California.

10. **Container Value Limitation:** CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred & fifty thousand dollars (\$250,000) or less.

11. **Holiday Service:** LOOMIS agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day, federal banking and any local applicable observed holiday. Charges for service on such days will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

12. **Specials:** Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

13. **Excess Liability Coverage:** LOOMIS reserves the right to refuse tender of any shipment in excess of the Maximum Liability Amount.

14. Intentionally Omitted.

15. **Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles; 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; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all prior agreements and understandings, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement and each party hereto acknowledges that in entering this Agreement it has not relied on any representation or warranty not contained herein; (c) Intentionally Omitted; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (m) does not make either party the agent, fiduciary or partner of the other; (n) does not grant any authority to bind the other to any legal obligation; (o) does not intend to nor grant any rights to a

shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CUSTOMER

LOOMIS

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

INITIAL: mw
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH EMS LINQ INC. – AMENDMENT NO. 2

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 Amendment includes the Point of Sale Plus that supports the Supper Services Program.

RECOMMENDATION:

Approve/Ratify the Amendment No. 2 the EMS LINQ Inc. Agreement to provide a Point of Sale module that supports the Child Nutrition’s Supper Program in the amount of \$1,365.00 increasing the contract total to \$12,050.00 for school year 2019-20.

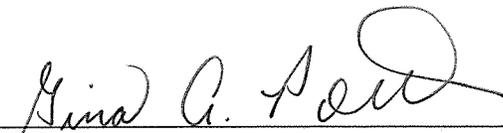
LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the District.

<input checked="" type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u>mw</u>
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; width: 150px; height: 20px; margin: 5px auto;"></div>
CONTRACT TOTAL <div style="border: 1px solid black; padding: 2px; width: 100px; text-align: center;">\$12,050.00</div> (Amount)	<div style="border: 1px solid black; padding: 2px; width: 200px; text-align: center;">Child Nutrition Fund 13</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 2px; width: 150px; text-align: center;">--</div> (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:



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

EMS LINQ

Connecting the K-12 Community

2528 Independence Blvd Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427
Email: jverusco@thinklinq.com

Quote #: Q-09196-3
Start Date: 8/1/2019

Customer Contact
Evelyn Zarzosa
(619) 428-4476 Ext. 3011 / 3010
evelyn.zarzosa@syzsdschools.org

Bill To
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Joe Verdusco	jverusco@thinklinq.com	12 months	Net 10

POS+ Supports Supper Service
Terms & Conditions

QTY	PRODUCT	UNIT PRICE	EXTENDED
7	Point of Sale Plus - Annual Subscription - V9	\$195.00	\$1,365.00
Original Total:			\$1,365.00

Tax:	\$0.00
Shipping:	
Grand Total:	\$1,365.00

Additional Comments
Amendment #2 to agreement dated June 7th, 2019

THANK YOU FOR YOUR CONSIDERATION

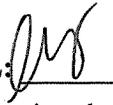
SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH IMAGINE LEARNING FOR SITE LICENSES

BACKGROUND INFORMATION:

Imagine Learning was developed to engage students in an award-winning language and literacy software program that features interactive activities, videos, and games that are research-based, instructionally differentiated, and incredibly fun to use. Imagine Learning provides strategic first-language support in 15 languages to facilitate and enhance English language learning. As students become more proficient in English, this language support gradually fades, preparing students for English-only environments.

The agreement with Imagine Learning will be providing our District with the following:

- Seven (7) Annual Imagine Language & Literacy Site + Galileo K-12 Integrated Assessment and Español Site Licenses with Premier Success Level
- Seven (7) Imagine Learning Math Suite Annual Site Licenses Bundle – Imagine Math + Blueprint + Imagine Math Facts

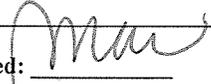
RECOMMENDATION:

Approve the agreement with Imagine Learning for seven (7) Annual Imagine Learning & Literacy Site Licenses and seven (7) Imagine Learning Math Suite Annual Site License Bundles for the 2019-20 school year at the cost of \$200,000.00 from the Title III Fund.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: 
 Requisition # _____

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



Bill To	Ship To
Accounts Payable San Ysidro School District 4350 Otay Mesa Rd. San Ysidro CA 92173	San Ysidro School District 4350 Otay Mesa Rd. San Ysidro CA 92173

QT63924
Date 7/19/2019
Valid Until 8/9/2019
Partnership Manager Yadira Cervantes

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at (714) 345-9389 or yadira.cervantes@imaginelearning.com.

Quantity	Item	Unit Price	Ext. Price
7	Imagine Language & Literacy +Galileo K-12 Integrated Assessment and Español Site License with Premier Success Level All students enrolled have an Imagine Language & Literacy license and Español license for one year from date of purchase. A Premier School Success Level includes onboarding, professional learning, and ongoing success coaching at the school. See Imagine Learning website/success page for details.		\$350,000.00
7	Imagine Learning Math Suite Annual Site License Bundle Imagine Math + Blueprint + Imagine Math Facts Valid 8/01/2019 - 7/31/2020		\$91,000.00
	Subtotal		\$441,000.00
	Total Discount Percentage: 55%		(\$241,000.00)
	Total Discount Amount: \$241,000.00		

Include the quote number (#QT63924) and Accounts Payable email on all Purchase Orders. Please fax, email or mail to:

Fax: (866) 507-9270
 Email: PO@imaginelearning.com
 Mail: Imagine Learning, Inc.
 382 W. Park Circle, Ste 100
 Provo, UT 84604

Subtotal	\$200,000.00
Total Tax	\$0.00
Total:	\$200,000.00

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced. For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.



Customer Registration

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. **To get started, please enter the information listed below at the following link:**

Customer Registration

The following information will be requested to ensure a successful implementation:

1. **Selected Quote Number** - located in the upper right corner of the quote
2. **Schools** - List sites where the licenses will be utilized
3. **Contact Information** - Provide email and phone number for the following:
 - Implementation Contact - Who will be helping the sites implement the products?
 - Technical Contact - Who is responsible for reviewing technical specifications?
 - Rostering Contact - Who is responsible for rostering students?
 - Accounts Payable Contact - Who will be handling the financial aspect of the transaction?
4. **Billing & Shipping Addresses**
5. **Target Launch Date** - State the desired start date for student access
6. **Technical Specifications** - including:
 - Rostering Method
 - Device Type
 - Approximate number of students using licenses at each school
 - Review technical specifications at this website: [Imagine Learning System Requirements](#)

In order to achieve the desired success with student outcomes, customer agrees to implement and use the program(s) with fidelity in accordance with the minimum usage recommendations shown on the chart below:

Product	Grades	Session Length	Number of Sessions per Week
Imagine Language & Literacy	PreK - K	15 minutes	Struggling Readers: 3+ Students on or above grade level: 2+
	1 - 2	20 minutes	
	3 +	25 - 30 minutes	
Imagine Español	PreK - 2	15 - 20 minutes	All Students: 3
Imagine Math Facts	All	30 minutes	All Students: 1
Imagine Math	All	30 - 45 minutes	All Students: 2 +

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
 For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:
privacy@imaginelearning.com.

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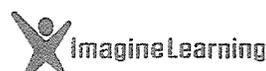


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Phone toll free: 1-866-ILSUPPORT; 1-866-457-8776; fax: 801-377-5072; or email:
support@imaginelearning.com.

Imagine Learning

Site Privacy Policy



Last modified: 16 May 2017

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9. Changes to Our Site Privacy Policy
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Types of Information We Collect

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 - dates, times and duration of visits to the Site (including whether you are a repeat or first time visitor); and/or
 - information on actions taken on the Site (such as page views and site navigation patterns).

Your web browser may let you choose your preference as to whether you want to allow websites to collect personal information over time about your online activities across different websites or online services. As stated above, we may enable third parties to collect information in connection with the Site. This Site Privacy Policy does not apply to, and we are not responsible for, any collection of information by third parties on our Site.

How We Use the Information We Collect

Email Address: This is used as your Imagine University login; it uniquely identifies your Imagine University account. Correspondence concerning your Imagine University account will be sent to this email address.

Imagine University Information: Some information used in Imagine University, such as district and school name, are required for reporting purposes. Other information, such as course feedback and user preferences, may also be collected.

We may use the information we obtain about you to:

- understand your needs and interests and tailor the Site and our products and services accordingly;
- maintain a record of your transactions on the Site;
- respond to your questions and comments and provide customer support;
- communicate with you about our products and services and our offers, events, and promotions;
- operate, evaluate, and improve our business and the products and services we offer;
- enforce our End-User Software License Agreement and other agreements, as applicable; and/or
- comply with applicable legal requirements and industry standards.

- We also may use the information we obtain about you in other ways for which we provide specific notice at the time of collection.

Information We Share

We may disclose aggregated information about our users without restriction. However, we do not share your personal information with third parties except as described in this Site Privacy Policy.

We may disclose your personal information to our subsidiaries and affiliates, or to contractors, service providers, and other third parties we use to support our business. Such third parties are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them. We may also disclose your personal information to: (i) comply with any court order, law or legal process, including to respond to any government or regulatory request; (ii) enforce or apply our End-User Software License Agreement and other agreements, as applicable; and/or (iii) if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Imagine Learning, our customers, or others. We also reserve the right to disclose your personal information to a buyer or other transferee in the event of a merger, divestiture, restructuring, reorganization, dissolution, sale or other transfer of some or all of our assets.

Your Choices

We offer you the following choices about what information we collect from you and how we communicate with you:

Cookies: Most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. Please note, however, that without cookies you may not be able to take full advantage of all of the Site's features.

Website Analytics: You may opt-out of the collection and use of data about you by Google Analytics on the Site by visiting <https://tools.google.com/dlpage/gaoptout> and downloading and installing the Google Analytics Opt-out Browser Add-on.

Marketing Emails: You may choose not to receive marketing email communications from us by clicking on the "unsubscribe" link at the bottom of our marketing emails.

Newsletter: You may choose to unsubscribe from our newsletter by adjusting your preferences using your account on the Site. Please note that unsubscribing from our newsletter will not unsubscribe you from our marketing emails. You may unsubscribe from our marketing emails as set forth above.

Accessing and Correcting Your Personal Information

You can review and change your personal information by logging into your Imagine University account on the Site and visiting your account profile page. You may also send us an email at imagineuniversity@imaginelearning.com to request access to, correct, or delete any personal information that you have provided to us.

Imagine Learning Protects Your Information

Imagine Learning uses SSL and https (a standardized method of securely transferring information between your computer and Imagine Learning) to protect personal information under our control from loss, misuse, or unauthorized alteration. In addition, Imagine Learning stores your information behind firewalls on separate secure servers. Please note that no electronic transmission of information can be entirely secure. We cannot guarantee that the security measures we have in place will never be defeated or fail, or that such measures will always be sufficient or effective.

Children's Online Privacy Protection Act (COPPA)

The Children's Online Privacy Protection Act of 1998 (COPPA) is designed to protect children's privacy while using the Internet. The Site is not directed to, and Imagine Learning does not knowingly collect or solicit personal information from, children under the age of 13. If we learn we have collected or received personal information from a child under the age of 13, we will delete that information. If you believe we might have any information from or about a child under the age of 13, please contact us at privacy@imaginelearning.com. For more information about COPPA, please visit <http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>.

Links to Other Sites

This Site may contain links to other websites operated by third parties. Such links are provided for your convenience only, and if you access any other websites linked to this Site you do so at your own risk. We are not responsible for the content of any such websites, for the security of information you provide on such websites, or the products and services sold on them, nor are we responsible or liable for any loss or damage that may arise from your use of such websites. Links to other websites do not imply Imagine Learning's endorsement of any content, advertising, products, services, or other materials on or available from such websites. Imagine Learning strongly suggests you read the terms of use and privacy policy that govern each website you visit.

Changes to Our Site Privacy Policy

Imagine Learning reserves the right to update or change this Site Privacy Policy at any time. If we make a material change to our Site Privacy Policy, we will indicate on the Site that our privacy practices have changed and provide a link to the new policy. When we make a material change to how we use your personal information, we will provide you with an opportunity to opt out of such new or different use. The date this Site Privacy Policy was last revised is at the top of this page. You are responsible for periodically reviewing the Site and this Site Privacy Policy to check for any updates or changes.

Questions and Suggestions

If you have any questions or comments about our Privacy Policy, please write to us at:

Imagine Learning, Inc.
Attn: Privacy Inquiry
382 W Park Circle
Provo, Utah 84604

Tel.: 801.377.5071
Email: privacy@imaginelearning.com

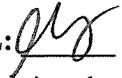
SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ACHIEVE3000 FOR DIFFERENTIATED LITERACY

BACKGROUND INFORMATION:

San Ysidro School District would like to enter into a 3-year contract with Achieve3000 for the Differentiated Literacy Solution package for six of our schools, which include La Mirada, Smythe, Sunset Willow, Ocean View Hills and San Ysidro Middle School.

These packages contain a combination of:

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

Cost implications include the fee of \$234,411.00 for all 5 schools to be paid as follows:

- 1st payment ~ 2019-20 ~ \$84,387.96 – Due July 15, 2019
- 2nd payment ~ 2020-21 ~ \$63,290.97 – Due July 15, 2020
- 3rd payment ~ 2021-22 ~ \$63,290.97 – Due July 15, 2021

RECOMMENDATION:

Approve the 3-year agreement with Achieve3000 for a Differentiated Literacy Solution package for La Mirada, Smythe, Sunset, Willow, Ocean View Hills and San Ysidro Middle Schools at the cost of \$234,411.00 from the Supplemental and Concentration fund.

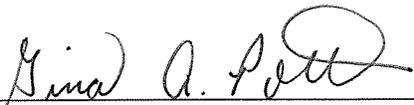
LCAP GOAL AND ACTION/SERVICE:

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: 	
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px;">\$234,411.00</div> <small>(Amount)</small>	<div style="border: 1px solid black; padding: 2px;">Supplemental & Concentration Fund</div> <small>(Name of funding source and/or location)</small>	<div style="border: 1px solid black; padding: 2px; text-align: center;">--</div> <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



Quote ID: Q-15917
 Contract Period: 08/01/2019 - 06/30/2022

Quote Date: 07/01/2019
 Valid Until: 03/03/2019

Client Information

Account Name	
San Ysidro School District	
Address	Client
4350 Otay Mesa Rd San Ysidro, CA 92173-1685 Phone: 619-428-4476	Manuela Colom Email: manuela.colom@sysdschools.org Phone: (619) 428-4476 ext 3027

Achieve3000 is pleased to continue partnering with you to accelerate your students' literacy growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

Participating Schools	Total Licenses Purchased			
	Program	19-20	20-21	21-22
Sunset Elementary School	Literacy	125	125	125
La Mirada Elementary	Literacy	125	125	125
Smythe Elementary School	Literacy	250	250	250
Willow Elementary	Literacy	375	375	375
San Ysidro Middle School	Literacy	150	150	150
Ocean View Hills School	Literacy	96	96	96

Year 1 (2019 - 2020)

Product	Cost	Qty	Total
Achieve3000's Pro Differentiated Literacy Solution: up to 125 students, 2 PLS day(s) included – Data Integration (LIT)	\$10,905.00 per site	1.00	\$10,905.00
Achieve3000's Pro Differentiated Literacy Solution: up to 125 students, 2 PLS day(s) included – Data Integration (LIT)	\$10,905.00 per site	1.00	\$10,905.00
Achieve3000's Pro Differentiated Literacy Solution: up to 150 students, 2 PLS day(s) included – Data Integration (LIT)	\$11,955.00 per site	1.00	\$11,955.00
Achieve3000's Pro Differentiated Literacy Solution: up to 250 students, 2 PLS day(s) included – Data Integration (LIT)	\$15,755.00 per site	1.00	\$15,755.00
Achieve3000's Pro Differentiated Literacy Solution: up to 375 students, 2 PLS day(s) included (LIT)	\$18,905.00 per site	1.00	\$18,905.00
Achieve3000's Pro Differentiated Literacy Solution: up to 96 students, 2 PLS day(s) included (LIT)	\$9,712.00 per site	1.00	\$9,712.00
Subtotal			\$78,137.00

Year 2 (2020 - 2021)

Product	Cost	Qty	Total
Achieve3000's Pro Differentiated Literacy Solution: up to 125 students, 2 PLS day(s) included – Data Integration (LIT)	\$10,905.00 per site	1.00	\$10,905.00
Achieve3000's Pro Differentiated Literacy Solution: up to 125 students, 2 PLS day(s) included – Data Integration (LIT)	\$10,905.00 per site	1.00	\$10,905.00
Achieve3000's Pro Differentiated Literacy Solution: up to 150 students, 2 PLS day(s) included – Data Integration (LIT)	\$11,955.00 per site	1.00	\$11,955.00
Achieve3000's Pro Differentiated Literacy Solution: up to 250 students, 2 PLS day(s) included – Data Integration (LIT)	\$15,755.00 per site	1.00	\$15,755.00
Achieve3000's Pro Differentiated Literacy Solution: up to 375 students, 2 PLS day(s) included (LIT)	\$18,905.00 per site	1.00	\$18,905.00
Achieve3000's Pro Differentiated Literacy Solution: up to 96 students, 2 PLS day(s) included (LIT)	\$9,712.00 per site	1.00	\$9,712.00
Subtotal			\$78,137.00

Year 3 (2021 - 2022)

Product	Cost	Qty	Total
Achieve3000's Pro Differentiated Literacy Solution: up to 125 students, 2 PLS day(s) included – Data Integration (LIT)	\$10,905.00 per site	1.00	\$10,905.00
Achieve3000's Pro Differentiated Literacy Solution: up to 125 students, 2 PLS day(s) included – Data Integration (LIT)	\$10,905.00 per site	1.00	\$10,905.00
Achieve3000's Pro Differentiated Literacy Solution: up to 150 students, 2 PLS day(s) included – Data Integration (LIT)	\$11,955.00 per site	1.00	\$11,955.00
Achieve3000's Pro Differentiated Literacy Solution: up to 250 students, 2 PLS day(s) included – Data Integration (LIT)	\$15,755.00 per site	1.00	\$15,755.00
Achieve3000's Pro Differentiated Literacy Solution: up to 375 students, 2 PLS day(s) included (LIT)	\$18,905.00 per site	1.00	\$18,905.00
Achieve3000's Pro Differentiated Literacy Solution: up to 96 students, 2 PLS day(s) included (LIT)	\$9,712.00 per site	1.00	\$9,712.00
Subtotal			\$78,137.00

Summary of Fees

Year	Total
Subtotal	\$234,411.00
Discount	(\$23,441.10)
Order Total	\$210,969.90
Payment Terms	
1 st Payment Due Now	\$84,387.96
2 nd Payment Due July 15, 2020	\$63,290.97
3 rd Payment Due July 15, 2021	\$63,290.97

NOTE: Payment Terms Above



Acceptance for Quote ID Q-15917: \$210,969.90

San Ysidro School District

Achieve3000

Account Name

Signature

Signature

Name / Title

Name / Title

Date

Date

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

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

For questions, please contact Renewal Sales at 732-367-5505 x222.

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

National Literacy Summit

November 11-13 | Orlando, FL

Join us at the National Literacy Summit, an interactive experience where you'll collaborate and learn powerful new strategies for literacy instruction from an incredible lineup of the industry's thought leaders and expert practitioners. Ask about special customer pricing!

About Achieve3000®

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

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

A Proven Solution for Summer Success! Engage, motivate and accelerate learning this summer with Achieve Intensive - the rapid intervention solution for Grades 2 - 12 from Achieve3000! Visit www.achieve3000.com/intensive to learn more.



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "**Agreement**") is effective July 16, 2019 ("Effective Date") by and between Achieve3000, Inc. ("**Achieve3000**"), and San Ysidro School District ("**Customer**"), for Customer's use of the Achieve3000 services to which Customer has subscribed ("**Services**") as specified in one or more Achieve3000 order form(s) (each, an "**Order Form**"). The initial Order Form may be attached hereto as Exhibit A.

1. ENTIRE AGREEMENT

The agreement under which Customer is subscribing for the right to permit a certain number of Customer's students, parents, teachers and/or school administrators (up to the licensed number to whom Achieve3000 has provided a user ID and password to access and utilize particular Services (as applicable, the "**Authorized Users**")) consists of (a) the applicable Order Form(s) in which the specific Service(s) to be provided (including related professional development training ("**Professional Development**")), the school(s) to whom the Services are to be provided, the period during which the Authorized Users shall have the right to access and utilize the identified Service(s), pricing, invoicing schedule and other implementation-specific details and terms are specified; and (b) this Agreement. Customer's Order Forms and this Agreement contain the entire agreement and understanding regarding Achieve3000's provision of the specified Service(s) to Customer and Customer's Authorized Users, and supersede all prior oral and written agreements the parties regarding the subject of this Agreement, if any. In the event of a conflict between an Order Form and this Agreement, the conflicting term(s) of this Agreement shall prevail, unless the parties expressly state in a subsequent written document that they intend that the conflicting terms of that Order Form prevail over the conflicting terms of this Agreement. In the event that any of the terms set forth in this Agreement are held invalid, illegal or unenforceable, all of the remaining terms of this Agreement will remain in effect.

2. TERM OF THIS AGREEMENT

Except as provided in the following sentence and unless stated otherwise in an Order Form, this Agreement shall commence on August 1 of the year in which Customer executes an Order Form (the "**Subscription Start Date**"), and shall conclude on June 30 of the following year (the "**Subscription End Date**"), and such period between the Subscription Start Date and Subscription End Date constituting the "**Term**". The previous sentence notwithstanding, (a) when Customer executes an Order Form subsequent to August 1, the Subscription Start Date shall be, and the Term shall commence on, such date and conclude on June 30 of the following year; and (b) the Subscription End Date and Term of all multi-year agreements shall be as indicated in the applicable Order Form.

3. DESCRIPTION OF SERVICES

The elements of each Service subscribed for hereunder (each a "**Service Element**"), and the first date on which the appropriate Authorized Users may access and utilize each such Service Element (in each case, a "**Service Element Activation Date**") shall be as set forth in the applicable Order Form.

4. LICENSE GRANT

Effective as of the Service Element Activation Date applicable to each Service Element, Customer's appropriate Authorized Users are granted a limited, non-transferable, non-sub-licensable, non-exclusive, personal license (revocable in the event of breach) to access and utilize the applicable Service Element that Customer has subscribed for the right to access and utilize, solely for educational purposes and solely as permitted by this Agreement, during the Term. The term "appropriate" here means that Service Elements intended for use by students may be accessed and utilized by any Authorized User, and that Service Elements intended for use by teachers and school administrators may only be accessed and used by Authorized Users functioning in those roles.

The foregoing notwithstanding, Achieve3000 will not be obligated to provide any Service to any user who has not agreed (i) to Achieve3000's Terms of Use and Privacy Policy and (ii) to comply with this Agreement. Achieve3000 reserve the right to change Achieve3000's Terms of Use and/or Privacy Policy (subject to Section 10 of this Agreement).

Achieve3000 will charge Customer for each Service it subscribes for based on the number of permitted users or "**Licensed Seats**" Customer elects for that Service and the applicable license pricing for the Service.

To allow Customer additional flexibility in Customer's use of the Services for appropriate purposes, Achieve3000 may permit Authorized Users in excess of the then-current number of Licensed Seats Customer has already subscribed for that Service ("**Additional Users**").

From time to time during the Term, Achieve3000 will compare the number of Authorized Users Customer has provided with access to a Service with the number of Licensed Seats Customer has subscribed for that Service. If the number of Authorized Users exceeds the number of Licensed Seats Customer has subscribed for the Service, Achieve3000 will notify Customer in writing and invoice Customer for the Additional Users Achieve3000 has identified through its comparison. Achieve3000 will work with Customer to resolve promptly any question or issue Customer may have regarding the number of Additional Users Achieve3000 has identified or the associated additional Service fees Achieve3000 has invoiced for those Additional Users. Customer is responsible for all activities conducted under its Authorized User logins and for its personnel's compliance with this Agreement.

5. RESERVATION OF RIGHTS; RESTRICTIONS ON USE; CONTENT DISCLAIMER

Every aspect of each Service, including its underlying concepts, methodologies, processes, formats, specifications, other know-how, site layout, design, images, programs, text, forms and other information (collectively its "**Content**"), is solely Achieve3000's property or, where applicable, the property of Achieve3000's licensors. Customer receives no rights to or interest in any Content other than the rights conferred upon Customer by Section 4 of this Agreement. All Content is protected by copyright and other intellectual property laws, and nothing herein grants Customer any ownership interest in any Content or any right with respect to any Content other than those rights expressly granted in Section 4 of this Agreement. Customer and its Authorized Users may not:

- (a) permit any third party whom Achieve3000 has not provided a user ID and password to access or utilize any Service;
- (b) copy, modify, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of any software used to provide any Service or permit any other party to do so; Content may not be merged with any other service or software, or be adapted or modified in any way, by anyone;
- (c) (i) copy, reproduce, publish, distribute, modify, transfer or in any way commercially exploit any part of the Content, (ii) mirror the Content on any other server, (iii) create any derivative works, (iv) attempt to avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that may be established with respect to the Content, or (v) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on or in the Content;
- (d) use any Service in a manner that includes any service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single Authorized User login, or time-sharing of such Service;
- (e) use any Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights;
- (f) use unauthorized modified versions of any Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to such Service;
- (g) engage in systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory of any kind without Achieve3000's written permission; Customer may not use any robots, spiders, crawlers or other automated downloading programs or devices to search any Content, harvest personal information, or cause disruption to the Service;
- (h) publish, post, upload or otherwise transmit any Content that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or
- (i) print or download Content for Customer's own personal educational use unless it keeps intact all copyright and other proprietary notices.

Achieve3000 shall have the right, but not the obligation, to remove any Content at any time.

6. COMMENTS

During the Term, Customer, through Customer's employees and agents, may contribute certain ideas, comments, criticisms, and suggestions for improvements, modifications, and other changes to the Services (including with respect to associated Content) (collectively, "**Comments**"). Customer agrees that Achieve3000 may use, modify, and incorporate these Comments as Achieve3000 sees fit and will own all rights to such Comments as incorporated into the Services.

7. PAYMENT TERMS

Unless the parties agree otherwise in Customer's Order Form, Achieve3000 may invoice Customer for Services and other items subscribed for hereunder in the case of one-year agreements, on the day that Customer executes an Order Form, and in the case of multiple-year agreements, on the day that Customer executes the Order Form and each anniversary thereof. Payment of the undisputed amounts set forth on each invoice shall be due within thirty (30) days of the date of the invoice. Should Customer dispute any portion of an invoice, Customer will communicate to Achieve3000 in writing (email to suffice) the basis of Customer's belief that a portion of the invoice is incorrect no later than the date on which the invoice is to be paid in full, and shall engage with Achieve3000 in good faith to resolve such dispute as expeditiously as reasonably possible. Absent a good-faith payment dispute, if Customer fails to pay on time, Achieve3000 shall be entitled to claim interest on any overdue amount at the rate of 1% per month or the maximum amount allowed by law, whichever is greater and Achieve3000 may suspend the applicable Services, without limitation or waiver of any other right or remedy available under this Agreement or at law. If Achieve3000 is required to retain a collection agency or attorney to collect overdue payment of undisputed invoices, all reasonable collection costs, including attorney fees, will be payable by Customer.

8. TAXES AND TAX-RELATED OBLIGATIONS

The rates and charges for Services do not include and Customer acknowledges that it is responsible for any sales, use, excise, gross receipts, personal property, privilege, and value added tax liabilities and any other duties or other transaction taxes or charges imposed by any governmental entity for products and Services provided under this Agreement, excluding only taxes based solely on Achieve3000's net income. Customer shall hold Achieve3000 harmless from all claims and liabilities arising from the failure to pay any such taxes, including penalties, interest, duties, tariffs or charges. Customer will promptly reimburse Achieve3000 for any and all taxes, assessment, permits and fees that Achieve3000 may be required to pay in connection with this Agreement or its performance.

Customer acknowledges that contemporaneous documentation (e.g., exemption certificate, etc.) is critical to ensure that appropriate tax treatment is afforded and Customer agrees to provide Achieve3000 with the required documentation in a timely manner.

9. OUR GUARANTEE

Achieve3000 will (a) refund to Customer a pro-rated portion of any prepaid and unused fees for any Service provided hereunder corresponding to the period after termination, other than fees received for Professional Development, (b) waive Achieve3000's right to future payment, and (c) consider this Agreement revoked if, after Customer has provided Achieve3000 the data described in Section 10 and has certified that the teacher of each class of students utilizing the Service(s) has completed the preparation described in Section 11, the Service(s) is/are not accessible and usable for extended periods of time by substantially all of Customer's Authorized Users.

10. STUDENT DATA

In order to enable Achieve3000 to provide the Services to Customer and Customer's Authorized Users, Customer shall provide Achieve3000 the following data in electronic form (in .CSV (comma separated values) or .XLS (Excel) format) regarding each student whom Customer wants to enable to use a Service: name of the student's school and school district, student ID number, student first name, student last name and student grade level (collectively, "Student Data"). Additional demographics are optional for Customer to provide (gender, race, ethnicity, English language status, special education status and free lunch status). Alternatively, Customer can upload the data itself. Visit the Achieve3000 Hub at hub.achieve3000.com for secure data upload instructions. Alternative methods for providing Student Data electronically include transferring Student Data through a standards-based API or through on-demand electronic transfer through Authorized User login using standards-based SSO.

At Customer's request, Achieve3000 will also accept, include in Achieve3000's reports to teachers and administrators, and treat as Student Data the following additional information: class code or room number, student race/ethnicity, gender, socio-economic or demographic information, familial background, student disabilities, student test scores, test dates, English language status and information related to English language learners, special education status, free lunch status, language spoken at home, and such other information that Customer may request and that Achieve3000 can feasibly track in the course of delivering applicable Services.

Student Data can be transferred to Achieve3000 using a secure file sharing service, SFTP, or any other method required by Customer. All Student Data received from Customer will be stored on a secure server and accessible only to Achieve3000's personnel on a need-to-know basis. The Student Data received from Customer will be matched to Achieve3000's usage records using student IDs or student names (provided by Customer during the rostering process). Customer agrees that Student Data may be shared with an external contractor who is under contract with Achieve3000 to protect the confidentiality of shared information and meet all standards of confidentiality described in this Agreement. All Student Data collected by Achieve3000 will be kept strictly confidential, consistent with the terms of this Agreement. Student Data received from Customer will only be used for the purposes described in this Agreement or as otherwise agreed to in writing by the parties. At such time as Customer requires by written notice, Achieve3000 will purge Student Data from all storage media. Achieve3000 may collect usage data, query data and other aggregated or de-identified data in connection with Customer's use of the Services. Achieve3000 may use such data for purposes of improving the Services (e.g., corroborating the data in Achieve3000's databases). Provided that none of Customer's Authorized Users or students is individually identifiable and none of Customer's Confidential Information is disclosed, Achieve3000 may also collect, retain, disclose, distribute and otherwise utilize such aggregated or de-identified data.

In Achieve3000's receipt and handling of Student Data, Achieve3000 will act as Customer's contractor and provider of institutional or assessment services, as applicable, and will comply with associated provisions of the Department of Education's regulations under the federal Family Educational Rights and Privacy Act or "FERPA". Achieve3000 will only use Student Data in a manner that complies with Sections 99.33(a) of the Department of Education's FERPA regulations and is consistent with Achieve3000's Privacy Policy (which is set forth at <http://www.achieve3000.com/privacy-policy/>). Customer will treat Achieve3000's staff as authorized school recipients of education records under FERPA.

In addition, Achieve3000 does and will comply with the provisions of the Children's Online Privacy Protection Act ("COPPA") in the operation of the Achieve3000 website through which Customer's Authorized Users will access and use Services.

Notwithstanding Achieve3000's reservation of rights to revise this Agreement and Achieve3000's Privacy Policy, no change to this Agreement or Achieve3000's Privacy Policy that materially diminishes protections afforded Student Data will become effective with respect to Customer or Customer's Authorized Users unless and until Achieve3000 has advised Customer of such change and received Customer's written consent (email to suffice) to such change.

11. TEACHER AND ADMINISTRATOR PREPARATION

Customer will require the teacher of each class of students utilizing a Service to be familiar with its use before the teacher permits students, parents, and administrators to access and utilize the Service.

Implementation planning and initial training Professional Development sessions, whether online or on-site, must be completed no later than sixty (60) days after the Subscription Start Date. All subsequent Professional Development sessions subscribed for hereunder, whether online or on-site, must be completed before the end of the period indicated in Customer's Order Form. Such session(s) shall not "roll over" to a subsequent period and Customer will not be entitled to a refund for such unused sessions. All Professional Development sessions, whether online or on-site, not scheduled by Customer within the appropriate time frame as described in this paragraph shall be treated as having been duly provided by Achieve3000. Confirmed Professional Development sessions may be postponed and rescheduled without charge only upon seventy-two (72) hours' prior notice. Professional Development sessions canceled or postponed on less than seventy-two (72) hours' prior notice shall be treated as having been duly provided by Achieve3000.

Achieve3000 may make additional Professional Development opportunities available from time to time, on a selective basis, such as participation in a School of the Future® event. The reasonable and verifiable costs of participation in such events, as well as any associated travel costs, are included in the cost of the Services.

12. INVALID LEVELSET ASSESSMENTS

All potentially invalid LevelSet assessments are flagged in a report for Customer's teachers and it is up to those teachers to have the individual student retake the relevant LevelSet assessment.

13. EMAIL COMMUNICATIONS

Customer hereby authorizes Achieve3000 to send electronic mail to Customer's teachers and school administrators for the following purposes:

1. delivering Professional Development and similar materials to Customer's teachers and administrators; and
2. advising Customer of changes or additions to Achieve3000's Services or about any of Achieve3000's Services.

If Customer does not want its teachers and/or school administrators to receive such emails, please notify Achieve3000 at support@achieve3000.com.

14. SERVICE RELIABILITY

Subject to Achieve3000's need to perform periodic and routine maintenance, Achieve3000 takes reasonable measures to make its Services available 24 hours a day, seven days a week, and to maintain saved information. However, technical failures, acts of God and routine and unscheduled maintenance may render one or more Services unavailable at times (including during normal business or school hours), and/or may result in the loss of information. Achieve3000 shall not be liable to Customer or anyone else for any loss of information or for the non-availability of any Service, unless such loss of information or non-availability of a Service has resulted from Achieve3000's gross negligence or willful misconduct.

15. USER CONDUCT

Customer agrees that Achieve3000's Terms of Use set forth at <http://www.achieve3000.com/terms-of-use/> are reasonable and appropriate, and shall undertake reasonable measures to assist Achieve3000 in enforcing such Terms of Use. Derogatory, harmful or unlawful conduct is not permitted on any Services. Customer's Authorized Users are not permitted to upload, distribute through, or otherwise publish any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party violate any law, or otherwise violate Section 8 (Code of Conduct) or any other provisions of the Terms of Use.

16. TERMINATION

- Either party may terminate this Agreement immediately for default if the other party fails to cure all material defaults in its performance within ten (10) days of its receipt of written notice of its default(s) from the terminating party.
- Immediately upon the termination or expiration of any of Customer's Order Forms, Customer and Customer's Authorized Users shall immediately cease use of all Service(s) subscribed for under that Order Form. Should any Order Form be terminated prior to its natural expiration, Customer shall pay Achieve3000 all amounts owed for Services provided to Customer and Customer's Authorized Users under that Order Form up to the effective date of such termination.

17. CHANGES TO SERVICES

Achieve3000 is constantly innovating in order to provide the best possible instructional solutions to its customers' Authorized Users. Customer acknowledges and agrees that the form and nature of the Services may change from time to time without prior notice to Customer without reducing the overall level of benefit received by Customer. Customer further acknowledges that Achieve3000 may stop (permanently or temporarily) providing any features or may add new features within any Service at Achieve3000's sole discretion without prior notice to Customer.

18. LINKS TO OTHER SITES

Our Services may contain hyperlinks to other sites or resources that are provided solely for the convenience and information of Customer's Authorized Users. Achieve3000 is not responsible for the availability of external sites or resources linked, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from, or policies employed by, such sites or resources. Achieve3000 makes no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided. Accordingly, Customer should review the terms and conditions and privacy policies of each linked site, as its policies may differ from Achieve3000's. If Customer's Authorized Users decide to access linked third-party content and sites, they do so at their and Customer's own risk.

19. CONFIDENTIALITY

"Confidential Information" shall mean any and all non-public proprietary business, technical, and operational information disclosed by one party to the Agreement to the other party, including by or through its respective employee, agent, contractor, or representative, during the Term of this Agreement or in connection with correspondence or negotiations culminating in this Agreement, provided such information is clearly marked as "proprietary" or "confidential" or is of such nature that a person would reasonably understand the information to be of a confidential or proprietary nature. The terms of Customer's Order Form which are unique to Customer shall be deemed to be the Confidential Information of each party.

Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the

confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in performance of its obligations under this Agreement.

Notwithstanding Achieve3000's Privacy Policy, Confidential Information of a party shall not include information which: (i) is as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party and without claim or challenge by the disclosing party to such public disclosure; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to or reliance on Confidential Information of the disclosing party; or (iv) was received by the receiving party from a third party without any confidentiality obligation owed to the disclosing party. Notwithstanding a party's obligations hereunder, it may disclose the other party's Confidential Information if it the party is required to disclose such Confidential Information pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such other party may seek a protective order or other appropriate remedy.

20. DATA OWNERSHIP AND LOCATION OF SERVICES

Customer will own data on Customer's Authorized Users' use of Achieve3000's Services ("Program Data") and the Student Data Customer provides to Achieve3000. At Customer's request, at the end of the Term of this Agreement or if and when Customer otherwise requires, Achieve3000 will return or destroy in a verifiable manner Student Data in Achieve3000's possession and provide Customer with copies of associated Program Data Achieve3000 has not previously provided to Customer. To comply with applicable laws, Achieve3000 reserves the right to destroy or otherwise dispose of Student Data and Program Data Customer has not directed Achieve3000 to return or destroy following this Agreement's Term. Customer agrees that Achieve3000 may use Student Data and Program Data to provide the Services, and that Achieve3000 may use Program Data for Achieve3000's internal purposes; for example, development and assessment of Services and Content.

The Services and Content are provided from, and Student Data and Program Data are stored on, servers located in the United States. Customer acknowledges and agrees that Achieve3000 may provide the Services and Content, and store Program Data and Student Data, in this manner. Customer further confirms that, as applicable, Customer's transfer of Student Data from outside the United States and Achieve3000's use and processing of such data in connection with delivery of Services to Customer and Authorized Users shall be consistent with laws applicable to Customer's transfer and Achieve3000's processing of such data.

21. WARRANTIES AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

- Achieve3000 warrants that it has the full authority to grant the rights granted to Customer herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, ACHIEVE3000 DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO ANY SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR UTILITY OF CONTENT, EFFECTIVENESS OF ANY SERVICE IN IMPROVING ANY STUDENT SKILL OR CAPABILITY, OR NONINFRINGEMENT, AND ANY WARRANTY THAT ANY SERVICE WILL BE AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, EACH SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND CUSTOMER UNDERSTANDS THAT IT IS ASSUMING ALL RISKS OF SUCH SERVICE'S USE, QUALITY, AND PERFORMANCE.
- EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR ITS INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL (A) EITHER PARTY, INCLUDING ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF SUCH PARTY, AS THE CASE MAY BE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR, IN ACHIEVE3000'S CASE, BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF A SERVICE BY ANY PERSON OTHER THAN ACHIEVE3000'S EMPLOYEES OR AGENTS; OR (B) EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON EXCEED DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO ACHIEVE3000 DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT SHALL ACHIEVE3000, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ITS LICENSORS, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SERVICE OR CONTENT PROVIDED HEREUNDER TO CUSTOMER OR TO ANY AUTHORIZED USER.
- Achieve3000 agrees to indemnify and defend Customer and its employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that a Service provided to Customer hereunder infringes upon the intellectual property rights of a third party. If any such Service is held to infringe, or if in Achieve3000's opinion, such a claim is likely to occur, Achieve3000 may, at Achieve3000's sole option and expense, either: (i) procure for Customer and Customer's Authorized Users the right to continue using the Service in question; or (ii) replace or modify the infringing Service Elements so that they

become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then Achieve3000 may terminate Customer's license to access and utilize the allegedly infringing Service and Achieve3000 shall refund to Customer a pro-rated portion of any prepaid and unused fees for such Service corresponding to the period after termination. The preceding sentences in this bullet states Achieve3000's entire liability and obligation, and Customer's exclusive remedy, for infringement.

22. GENERAL

Nothing in this Agreement shall cause the relationship between Customer and Achieve3000 to be anything other than that of independent contractors. None of Customer's and Achieve3000's actions under this Agreement shall be joint, and Customer and Achieve3000 has not formed, and shall not form, a joint venture to perform any of their respective obligations hereunder. The failure of either party to require performance of any part of this Agreement shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by an authorized representative of each party. The rights and obligations of each party established herein are intended for the sole use and benefit of each of the parties and no one else. Accordingly, this Agreement confers no rights upon any third party. Except for payment obligations, neither party shall be responsible for any delay or failure in its performance to the extent such delay or failure is caused by causes beyond a party's reasonable control. Customer may not assign this Agreement without Achieve3000's prior written consent, and any attempted assignment of this Agreement without such consent shall be null and void. Achieve3000 may assign this Agreement to any entity that purchases all or substantially all of Achieve3000's assets or that obtains control of it by purchase, merger or other means so long as such assignee agrees to assume all of Achieve3000's material obligations hereunder. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when sent by email or mailed by registered or certified mail, postage prepaid to Customer at the address set forth in Customer's Order Form, and to Achieve3000 at Achieve3000, Inc., 1985 Cedar Bridge Ave, Lakewood NJ 08701, Attn: Chief Executive Officer, or to Customer or Achieve3000 at such other address (or email address) as Customer or Achieve3000 may designate in writing from time to time. The following Sections shall survive the termination or expiration of this Agreement: 1, 5 –10, 16, and 19 – 22.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, USA, without regard to its principles of conflict of laws. Each party agrees that sole and exclusive jurisdiction and venue for any action or litigation relating to this Agreement shall reside with a federal or state court located in the State of New Jersey.

23. CONTACT INFORMATION

Achieve3000, Inc.
1985 Cedar Bridge Ave
Lakewood, NJ 08701
732-367-5505
info@achieve3000.com

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92713
Email: manuela.colom@sysdschools.org

ACHIEVE3000, INC.

CUSTOMER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDITIONAL RESOURCES

[Achieve3000 Technical and Organizational Measures](#)

[Data Processing Addendum to Achieve3000 Terms of Service and Master Subscription Agreement](#)

Exhibit A
ORDER FORM
(on the following page)

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH 806 TECHNOLOGIES, INC. FOR THE TITLEICRATE PROGRAM

BACKGROUND INFORMATION:

806 Technologies, Inc. is a leading innovator of software tools specifically designed for school districts to monitor, collect, validate and manage Federal compliance using *TitleICrate* so districts are prepared for State and Federal Compliance Monitoring.

The benefits of having the *TitleICrate* Program are:

- Required documentation is in a safely stored, locked down and audit ready.
- Using the advanced review and approval process justifies and proves documentation compliance, eliminating the potential of returning already-spent Federal dollars.
- No need to worry about fires, vandalism, theft, misplacement or flooding.
- Monitor the status of all campuses in real-time.
- Automatic email reminders keep everyone ahead of deadlines.

San Ysidro School District needs to renew this service agreement to continue to use the *TitleICrate* Program for all sites and District at a total cost of \$3,800.00 for a year.

RECOMMENDATION:

Approve the service agreement between the San Ysidro School District and 806 Technologies, Inc. for the *TitleICrate* Program for the 2019-20 school year at a total cost of \$3,800.00 from the General fund.

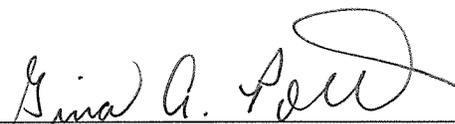
LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.20

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px; display: inline-block;">\$3,800.00</div> <small>(Amount)</small>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">General Fund</div> <small>(Name of funding source and/or location)</small>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">--</div> <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

806 Technologies, Inc.
 5760 Legacy Drive
 Suite B3-176
 Plano, TX 75024
 (877) 331-6160x3
 accounting@806technologies.com

806 | Technologies

Quote

ADDRESS

Manuela Colom
 San Ysidro School District (CA)
 4350 Otay Mesa Rd
 San Ysidro, CA 92173

QUOTE # 3291
DATE 07/26/2019

ACTIVITY	QTY	RATE	AMOUNT
Title1Crate - District Title1Crate for Federal Programs Documentation -- District Crate	1	500.00	500.00
Title1Crate - Campus Title1Crate for Federal Programs Documentation -- Campus Crates	7	500.00	3,500.00
Discount Discount for 2019-2020 school year	8	-25.00	-200.00

.....
 This estimate is for the 2019-2020 school year.

TOTAL

\$3,800.00

Accepted By

Accepted Date

Site Terms of Use

1. User's Acknowledgment and Acceptance of Terms

806 Technologies, Inc. (referred to as "us" or "we") provides the 806technologies.com site and various related services (to be referred to as this "site") subject to your compliance with all the terms, conditions, and notices contained or referenced here (the "Terms of Use"), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of June 1st, 2015. We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

2. Description of Services

We make various services available on this site including, but not limited to web-based applications and free trial registration with: (i) school campus and school district improvement-plan software to assist educators in identifying need setting goals, maintaining accountability, and supporting state and federal mandates for improved student learning and achievement; (ii) technology that creates a central point for reporting and tracking incidents of school bullying online; and (iii) technology to store and track school documents. The site also includes access to an application creation platform designed to help school administrators create and manage mobile apps for their school or district. Certain fees in connection with various features of our services are disclosed on this site. Please contact us for information concerning fees for all other services and software we provide. You are solely responsible for providing, at your own expense, all equipment necessary to use the services including a computer and your own internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

~~You understand and agree that temporary interruptions of the services available through this site may occur as normal law~~

In order to access some of the services on this site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true, correct, and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

4. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications services, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content - including text, communications, software, images, sounds, data, or other information - that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of our site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with our Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim arising out of such removal of content. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

5. Third Party Sites and Information

any warranty of any kind, either express or implied.

6. Intellectual Property Information

For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. This includes, but is in no way limited to, message boards, chat, and other original content.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of 806 Technologies Inc. and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit or distribute any documents or information from this site in any form or by any means without prior written permission from the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark or other applicable laws and could result in criminal or civil penalties.

Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this site will infringe the rights of third parties. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, or other proprietary right of any party.

7. User's Materials

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us, whether by electronic or other means, for any reason, will be treated as confidential and proprietary. We respect the intellectual property of others and ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to us immediately.

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove identified materials from our site without liability to you or any other party.

8. Disclaimer of Warranties

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT: (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE CONTENT OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions agreed to solely between the seller or purchaser of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Before purchasing products and services on or through this site, review our Sales Terms and Conditions, which are incorporated by reference into these Terms of Use.

Content available through this site often represents the opinions and judgments of an information provider, site user, or other person or entity not connected with 806 Technologies, Inc.. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized 806 Technologies, Inc. spokesperson speaking in his/her official capacity. Please refer to the specific editorial policies posted on various sections of this site for information, which policies are incorporated by reference into these Terms of Use.

In addition, the materials on this site may include sample or form agreements, letters or other documents, including financially significant documents such as contracts and other items ("Forms"). These Forms are provided solely as examples of documents of their kind, and the delivery and use of Forms does not constitute legal, accounting or other professional advice. Under no circumstances will 806 Technologies, Inc. or its Affiliates be liable for any loss or damages caused by your reliance on information or advice obtained through this site, including your use of any of the Forms. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinions, advice, Forms or other content available on or through this site. In particular, you are urged to consult an appropriate professional licensed in your jurisdiction before using any Form or otherwise relying on any legal, accounting, or other professional advice or information obtained on or through this site.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and your use of this site shall be limited to the amount you paid us for the services on the site during the twelve-month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, or

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or represent associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

12. Email Services

We may make email services available to users of our site, either directly or through a third-party provider. We will not ins disclose the contents of private email messages except with the consent of the sender or the recipient, or in the narrowly situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governm order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also kr "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. Howeve devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, o unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ autc devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

13. Use of Site and Storage of Material

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximu space that will be allotted or our servers on your behalf, and the maximum number of times (and the maximum duration f which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the d or failure to store any content maintained or transmitted on or through this site. You acknowledge that we reserve the rig off accounts which have not paid a subscription fee that are inactive for an extended period of time. You further acknowl that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without n

We provide storage space and access for material through our site. For purposes of these Terms of Use, "material" refers t forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustratior images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publi material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restric described in "Your Conduct on the Site" above. We will not routinely monitor the contents of your online portfolio. You ar responsible for any information contained in your online portfolios. However, if complaints are received regarding langua content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our and terminate your Web hosting service. We may also suspend the account, restrict access to it, or remove content from i necessary or appropriate.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performanc including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in term of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Alth ~~we take reasonable precautions to preserve and protect the material you upload to the site, you should not rely on the sit~~

~~and acts of omission that occur through the use of your password and account, including any transactions and charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our per will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.~~

15. Export Controls

Software available on or through this site is subject to United States Export Controls. No software from this site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on such list.

16. International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for complying with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

17. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3, 4-10, 13, and 17-19 of these Terms of Use, as well as your liability for any unpaid fees, shall survive termination. 5760 Legacy Drive Ste B3-176

18. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the State of Texas, United States of America; be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regard to conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Collin County.

19. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of info@806technologies.com if by email, or at 806 Technologies, Inc., 5760 Legacy Drive Ste B3-176, Plano, TX 75024 if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

21. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed to be waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivering products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to transport, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of any right or provision.

22. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by 806 Technologies, Inc., a Texas corporation, located at 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024. Our telephone number is 877.331.6160.

Privacy Policy

This Privacy Policy discloses the privacy practices for the [806technologies.com](#) site and various related services (together referred to as the "site"). 806 Technologies, Inc., the provider of the site (referred to as "us" or "we"), is committed to protect your privacy online. Please read the information below to learn the following regarding your use of this site.

You acknowledge that this Privacy Policy is part of our Site Terms of Use, and by accessing or using our site, you agree to be bound by all of its terms and conditions. If you do not agree to these terms, please do not access or use this site.

We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to issuing an email to the email address listed by registered users and posting the revised Policy on this page. You acknowledge and agree that it is your responsibility to maintain a valid email address as a registered user, review this site and this Policy periodically and to be aware of any modifications. Your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by the modified Policy.

1. Types of Information Collected

In order to better provide you with our numerous services, we collect two types of information about our users: Personally Identifiable Information and Nonpersonally Identifiable Information. Our primary goal in collecting information from you is to provide you with a smooth, efficient, and customized experience while using our site.

Personally Identifiable Information: This refers to information that lets us know the specifics of who you are. When you engage in certain activities on this site, such as registering for a membership, ordering a product or service, submitting content or posting content in discussion forums or other public areas, entering a contest or sweepstakes, filling out a survey, or sending feedback, we may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to elect to engage in these activities, however, we may ask that you provide us personal information such as your first and last name, mailing address (including zip code), email address, employer, job title and department, telephone and facsimile numbers, and other personal identifying information. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory information with respect to a particular activity, you will not be able to engage in that activity.

Nonpersonally Identifiable Information: This refers to information that does not by itself identify a specific individual. We collect certain information about you based upon where you visit on our site in several ways. This information is compiled and analyzed on both a personal and an aggregated basis. This information may include the Web site's Uniform Resource Locator ("URL") of the page you just came from, which URL you next go to, what browser you are using, and your Internet Protocol ("IP") address. A URL is a global address of documents and other resources on the World Wide Web. An IP address is an identifier for a computer or network on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. Networks like the Internet use the TCP/IP protocol to route information based on the IP address of the destination. In other words, an IP address is a unique address that is automatically assigned to your computer whenever you are surfing the web, allowing web servers to locate and identify your computer. Computers require IP addresses in order for users to communicate on the Internet.

2. Collection Methods and Use of Information

We do not collect any Personally Identifiable Information about you unless you voluntarily provide it to us. You provide certain Personally Identifiable Information to us when you: (a) register for our services and register your email address with us; (b)

to administer our site and to gather demographic information.

We will primarily use your Personally Identifiable Information to provide our services to you, as required by our agreement with you. We will also use Personally Identifiable Information to enhance the operation of our site, fill orders, improve our marketing and promotional efforts, statistically analyze site use, improve our product and service offerings, and customize our site's layout, and services. We may use Personally Identifiable Information to deliver information to you and to contact you regarding administrative notices. We may also use Personally Identifiable Information to resolve disputes, troubleshoot problems and enforce our agreements with you, including our Site Terms of Use, and this Private Policy.

3. Release of Information

We do not sell, trade, or rent your Personally Identifiable Information to others. We do provide some of our services through contractual arrangements with affiliates, services providers, partners and other third parties. We and our service partners use your Personally Identifiable Information to operate our sites and to deliver their services. For example, we may provide order information to third parties that help us provide customer service.

We will encourage our service partners to adopt and post privacy policies. However, the use of your Personally Identifiable Information by our service partners is governed by the privacy policies of those service partners, and is not subject to our privacy policy.

Occasionally we may be required by law enforcement or judicial authorities to provide Personally Identifiable Information to appropriate governmental authorities. We will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our services for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful.

We may also provide Nonpersonally Identifiable Information about our customers' sales, traffic patterns, and related site information to third party advertisers, but these statistics do not include any Personally Identifiable Information.

4. Updating and Correcting Information

We believe you should have the ability to access and edit the Personally Identifiable Information that you have provided to us. You may change any of your Personally Identifiable Information in your account online at any time by linking to your account information page in accordance with instructions posted elsewhere on this site. You may also access and correct your personal information at any time by writing us at:

806 Technologies, Inc., 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024. Please include your name, address, and/or email address when you contact us.

We encourage you to promptly update your Personally Identifiable Information if it changes. You may ask to have the information on your account deleted or removed; however, because we keep track of past transactions, you cannot delete information associated with past transactions on this site. In addition, it may be impossible to completely delete your information with some residual information because of backups.

5. User Choices on Collection and Use of Information

We may, from time to time, send you email regarding our products and services. You also have choices with respect to cookies as described below. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when cookies are set, or to reject all cookies. If you choose to reject all cookies some parts of our site may not work properly in your case.

6. Security of Information

Information and thereby prevent unauthorized parties from viewing such information when it is transmitted to us.

Personal information that you provide that is not Personally Identifiable Information also resides on a secure server and is accessible via password. Since this information is not accessible from outside 806 Technologies, Inc. you will not be asked to select a password in order to view or modify such information.

7. Cookies

When you use our site we will store cookies on your computer in order to facilitate and customize your use of our site. A cookie is a small data text file, which a Web site stores on your computer's hard drive (if your Web browser permits) that can later be retrieved to identify you to us. Our cookies store randomly assigned user identification numbers, your school district, and first name to welcome you back to our site. The cookies make your use of the site easier, make the site run more smoothly, and help us to maintain a secure site. You are always free to decline our cookies if your browser permits, but some parts of our site may not work properly in that case.

8. Privacy Policies of Third Party Sites

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. Other sites accessible through our site have their own privacy policies and data collection, use and disclosure practices. Please consult each site's privacy policy. We are not responsible for the policies or practices of third parties.

9. Miscellaneous Privacy Issues

You must be at least 18 years old to have our permission to use this site. Our policy is that we do not knowingly collect, use or disclose Personally Identifiable Information about visitors that are under 18 years of age.

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us by sending a letter to:

806 Technologies, Inc.
Attn: Ross Laughter
5760 Legacy Drive Ste B3-176
Plano, Texas, 75024

You may also contact us by email at info@806technologies.com.

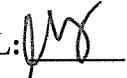
SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM: Special Education,
Oscar Madera, Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH
NONPUBLIC AGENCIES FOR 2019-2020 SCHOOL YEAR –
MEDICAL STAFFING NETWORK

BACKGROUND INFORMATION:

The District has identified more than 700 students with special needs (language-processing disorders, require doctor-approved specialized medical treatments, individualized physical education services, behavior that interferes with their learning or the learning of others.) and per the student’s Individualized Education Program (IEP) require specialized services (Healthcare, Speech & Language Pathologist (SLP), and Psychological services).

In order to be in compliance with State and Federal Regulations, administration requests approval of the following nonpublic agency for 2019-2020. In the case that the district is able to hire qualified staff, the district will have to terminate the NPA master contract with the agency as stated on the agreement.

Agency	Service	Annual Estimated Cost up to
Medical Staffing Network	Healthcare	\$50,000.00
Estimated Total up to:		\$50,000.00

RECOMMENDATION:

Approve the San Diego County Nonpublic Master Contract for Medical Staffing Network to provide specialized healthcare services for school year 2019-2020 at an estimated cost up to \$50,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc...) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal
 New
 Amendment
 Ratify
 Other
 Business Services Reviewed: 

Financial Implications? Are funds for this item available in the 2019-2020 Budget? Requisition #

Yes No
 Yes No

\$50,000.00

(Amount)

Special Education

(Name of funding source and/or location)

--

(Funding account number)

Recommended for:
 Approval
 Denial
 Certification Requested
 Yes
 No

Superintendent’s Office Certification:

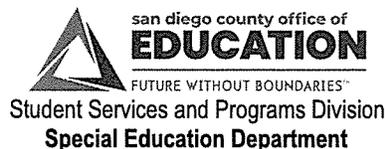


 Gina A. Potter, Ed.D., Superintendent
 Secretary to the Board

2019-2020 San Diego County Nonpublic Master Contract

Directions:

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



San Diego County Nonpublic Master Contract
Main Document

2019-2020

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract
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APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM & BOARD

**San Diego County Nonpublic Master Contract
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2019-2020

LEA: San Ysidro School District

Nonpublic: Medical Staffing Network

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Student Services and Programs Division
Special Education Department

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**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2019-2020

This Master Contract is made and entered into

this 8th day of August, 2019 between the

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

hereinafter sometimes referred to as the "LEA," and

Medical Staffing Network
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

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

1.6 TERM OF MASTER CONTRACT

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

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

The term of this Master Contract shall be from August 9, 20 19 to June 30, 20 20.

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

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

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)

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

d. Student Discipline

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

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

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

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

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

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

marily.adrianzen@syzschools.org
Email Address

Notices to the CONTRACTOR shall be addressed to:

Lindsay Cohen, Staff Attorney
Name/Title

Medical Staffing Network
Nonpublic School

9095 Rio San Diego Drive Suite 165
Address

San Diego CA 92108
City State Zip

(619) 362-9736
Phone

(866) 570-9338
Facsimile

KristineSarabia@msnhealth.com
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

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

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

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

2.6 TRANSPORTATION

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

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

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2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

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

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

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2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

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

Ed Code 56366.9 c (1) above states "this provision shall be allowed for 90 days during which time the contract shall be consummated", however this group has agreed to 180 days.

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

2019-2020 Nonpublic Master Contract

Appendix B: Agencies



Student Services and Programs Division
Special Education Department

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
 2019-2020

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2019-2020

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

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

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
 2019-2020

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Medical Staffing Network

The CONTRACTOR NUMBER: 9900801

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

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	_____	_____
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	\$38.00	hr
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	\$38.00	hr
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	\$20.00	hr
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		
Professional Development		

NOTES: _____

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Lindsay Cohen, Staff Attorney

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official

(Type) Name and Title

LEA Board Approval

DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2019-2020

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) San Ysidro School District
provides to the CONTRACTOR Medical Staffing Network
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of all assigned students,
(Student Name)
at the rates set forth in Appendix B: Agencies: Section 5.1 of the Master Contract for the 2019 - 2020 Contract Year.
Anticipated Student Start Date: August 9, 2019.

This interim written approval shall be for a maximum period of 180 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 180 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 180 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

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

Signature

Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

Signature

Date

Lindsay Cohen, Staff Attorney
Name/Title

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: MC
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH FULCRUM MANAGEMENT SOLUTIONS, INC. FOR THOUGHTEXCHANGE ENTERPRISE SOFTWARE

BACKGROUND INFORMATION:

Thoughtexchange is a communication tool that allows participants to interact in challenging conversations and it empowers leaders to hold productive group conversations with stakeholders. Topics may include organizational improvements, facilities, ethics, communication and many other topics.

The District wishes to retain the services of Fulcrum Management Solutions, Inc., for the implementation of Thoughtexchange Enterprise Software as the means of communication between parents and the District during school year 2019-20.

Thoughtexchange Enterprise Software and Services includes: • Unlimited projects: participants, support, custom result analysis, modernization, customized result websites and facilitation. • Consulting and • Custom Branding.

RECOMMENDATION:

Approve the agreement with Fulcrum Management Solutions, Inc. to continue with the services of Thoughtexchange Enterprise Software during the 2019-20 school year at a cost not to exceed \$24,000.00 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Parent Engagement - Action 3.2: Provide parents with opportunities to provide input on decisions through involvement on site and district committees.

Renewal New Amendment Ratify Other

Business Services Reviewed: MC

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

\$24,000.00
(Amount)

Supplemental & Concentration Fund
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**Fulcrum Management Solutions Inc.
Thoughtexchange® Terms of Service Agreement**

This document and its related documents form an agreement between Fulcrum Management Solutions Inc. and you, San Ysidro School District. This document provides the specifics of your agreement; the following documents are incorporated by reference into your agreement: Attachment 1 is a description of the services you have purchased, and Attachment 2 is our terms of service. In the event of a disagreement between this document and the attachments, this document takes precedence.

This is not an invoice. See below for invoicing details.

Pricing

Description	Pricing*
1 Thoughtexchange Team Room \$2,000.00 per month, payable annually	\$24,000.00
Annual Subscription Price	\$24,000.00
2 Facilitated Exchanges	\$0.00
First Year Total	\$24,000.00

*Pricing in US Dollars

Payment & Term

Your Thoughtexchange Team Room subscription begins on August 1, 2019 and is automatically renewed for a year term at the Annual Subscription Price, subject to a 5% annual increase, on your Anniversary Date of August 1 for each subsequent year, unless you provide us with 60 days notice of cancellation prior to the Anniversary Date.

The price shown on this agreement is guaranteed until the August 1, 2021 payment. After this payment, we will provide you with minimum 120 days notice, prior to the Anniversary Date, of any price increases.

An invoice, showing relevant taxes, will be provided and due upon acceptance of this agreement with subsequent invoices provided on or before the Anniversary Date above.

This agreement must be accepted by July 31, 2019 to be valid.

Your Thoughtexchange Team Room subscription begins on August 1, 2019 and is automatically renewed for a year term at the Annual Subscription Price, subject to a 5% annual increase, on your Anniversary Date of August 1 for each subsequent year, unless you provide us with 60 days notice of cancellation prior to the Anniversary Date.

Amendments to Attachment 2

Clause 14.2 of Attachment 2 is hereby amended and restated in its entirety as follows:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to any conflict-of-laws principles. You irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in County of San Diego, California for any action or proceeding arising out of, or based upon, this Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

Acceptance to Attachment 2

Please indicate your acceptance of this agreement (including the attachments) by email reply or by signing below and returning this cover page to us. By signing or replying you represent that you are authorized to agree to this agreement on behalf of San Ysidro School District.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to any conflict-of-laws principles. Notwithstanding the foregoing, Fulcrum acknowledges and agrees that this Agreement is subject to ratification by the San Ysidro School District Board of Education at their meeting scheduled for August 8th, 2019. Payment also indicates acceptance of these terms.

San Ysidro School District _____ Fulcrum Management Solutions Inc.
By: _____ By: *Juliette Franklin*

Acceptance to Attachment 2

Please indicate your acceptance of this agreement (including the attachments) by email reply or by signing below and returning this cover page to us. By signing or replying you represent that you are authorized to agree to this agreement on behalf of San Ysidro School District.

(Title) _____ (Title) VP Finance

(Date) _____ (Date) July 26, 2019

ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

Thoughtexchange® Services - Attachment 1

Thoughtexchange

Thoughtexchange is a hosted Software-as-a-Service platform. Thoughtexchange allows Exchange Leaders to engage with Participants in structured online interactions. We call each of these interactions an Exchange. Each Exchange is created by an "Exchange Leader" designated by you, our customer. A "Participant" is any other person who participates in the Exchange.

Exchange Leaders and Participants can access Thoughtexchange via most popular web browsers on standard desktop and mobile platforms (see <https://terms.thoughtexchange.com> for a list of supported platforms). A Thoughtexchange iOS app is also available from the Apple App Store.

Team Room Subscription

Thoughtexchange Rooms are virtual environments allowing Exchange Leaders to launch exchanges to engage participants.

You have purchased one or more Team Room Subscriptions. A Team Room allows an unlimited number of Exchange Leaders to create unlimited Exchanges, any number of which can be active at the same time. Team Rooms are collaborative environments. Exchange Leaders who have access to a given Room are able to access and work with all Exchanges created in the Room.

Thoughtexchange is a hosted Software-as-a-Service platform. Thoughtexchange allows Exchange Leaders to engage with Participants in structured online interactions. We call each of these interactions an Exchange. Each Exchange is created by an "Exchange Leader" designated by you, our customer. A "Participant" is any other person who participates in the Exchange.

Online Service Features

Exchange Leaders: Each holder of an Exchange Leader account can create their own Exchanges and have access to special Thoughtexchange features.

Unlimited Participants per Exchange: Exchanges have no limit on the number of participants, although Exchanges including more than a few thousand participants are best served using a Facilitated Exchange and our professional services.

Unlimited Exchanges: A Exchange Leader can create an unlimited number of Exchanges.

Demographic Questions: Up to 5 demographic-style (multiple choice) questions.

Internationalized: Run Exchanges in either English, French or Spanish.

Analytics and Data Visualization: You have access to analytics and data visualization that is automatically generated by the software.

Hosting: We provide all hosting of all runtime software and data, data backups.

Software Upgrades: We provide periodic software upgrades with new functionality for Participants and Exchange Leaders. We provide release notes to customers and Exchange Leaders informing them of what has changed with each release.

24x7 System Availability: The online services are available 24 hours a day, 7 days a week except in the case of planned system maintenance outages or unplanned outages. In either case, we will make reasonable attempts to minimize the number and duration of these outages.

Facilitated Exchange(s)

You have also purchased the number of Facilitated Exchange(s) identified on the cover page. In a Facilitated Exchange, we provide professional services to help create and manage an Exchange in your Room. These professional services are described below.

Consulting Services: We will provide on-demand advice and consulting on how to engage with your stakeholders and Participants, Monday to Friday 9-5pm PST.

Facilitation: We will work with you and your Exchange Leaders to create Exchanges and provide ongoing facilitation services to see the Exchanges to their conclusion. This also includes customization of email text and some of the text in Thoughtexchange. In addition, as part of each Facilitated Exchange completion, we will provide training and support for users of the Analytics and Data Visualizations.

Moderation: Our staff review all thoughts to remove any hurtful or rude thoughts before they are seen by any other Participants at the Star or Discover steps. Prior to the Exchange, we will work with you to define the criteria for this moderation. You will have the opportunity to review the removed thoughts and approve their removal or have them put back in.

Theming: Our staff will group thoughts together into similar themes as part of the analysis after live participation is complete. These can either be “emergent” themes that we discover in the data or else a pre-defined set that we create based on consultations with you. This theming then serves as the basis for a number of advanced analytics and visualizations. You will have the opportunity to review this theming prior to it being made available to others.

Advanced Analytics: Our staff can provide more robust and customized analytics and visualizations for Facilitated Exchanges and you will have the ability to manage access to these visualizations.

Branding: We place your logo onto the welcome page shown to all Participants prior to their starting each Exchange.

Multilingual: We can provide Exchanges where Participants can participate in the same Exchange in any language that Google Translate supports.

Thoughtexchange® US Service Terms – Attachment 2

1. Scope of Agreement

1.1 Fulcrum Management Solutions, Inc., a Washington corporation (“Fulcrum” or, alternatively, “we” or “us”), markets and sells subscriptions to the online software platform called Thoughtexchange and various online services offered as part of the platform (“Software Services”). We provide one or more types of subscription each having its own set of Software Services. These Software Services are described more fully in Attachment 1.

1.2 We also provide support, consulting and other professional services in connection with the Thoughtexchange platform (“Professional Services”). Some of these services are provided as part of a specific subscription type. Others are provided on a standalone basis. These Professional Services are also described more fully in Attachment 1.

1.3 This document is attached to a signed cover page and Attachment 1 that incorporates these terms. The cover page sets forth the price and other details of the subscription that you have purchased, and Attachment 1 identifies the particular Software and Professional Services you have purchased. The cover page, together with this document, constitutes our Agreement for any Software and/or Professional Services that we provide to you.

2. Precedence of Terms

2.1 While this Agreement sets forth the terms under which we provide Software Services to you our customer, the use of the Thoughtexchange online platform by individuals to whom you provide access to lead or participate in an exchange, is governed by our Participant and Leader Terms of Use (the “Terms of Use”).

2.2. The Terms of Use provides protections for Participant privacy, prevents abuse of the platform by Participants and limits our liability and yours to Participants and Leaders. We intend for this Agreement, and not the Terms of Use, to govern the relationship between us. Accordingly, if there is conflict between a term set forth in this Agreement and a term set forth in the Terms of Use:

- a) the term contained in this Agreement takes precedence as between us, and
- b) the term set forth in the Terms of Use takes precedence for Participants.

2.3 Our current form of Terms of Use can be found at <https://terms.thoughtexchange.com>. We may change our Terms of Use from time to time, and we will notify you as early as is commercially reasonable of any upcoming change. No such change will have the effect of changing this Agreement.

3. Exchange Leaders

3.1 Thoughtexchange is a hosted Software-as-a-Service platform. Thoughtexchange allows users to engage with others in structured online interactions. We call each of these interactions an Exchange. Each Exchange is created by an “Exchange Leader.” A “Participant” is any other person who participates in the Exchange.

3.2 Access to Exchange Leader features is through one or more accounts authorized by you, our customer, and associated to an email address. At any given time, you may only provide access through the number of email addresses for which you have purchased Exchange Leader accounts. You can add or change the email addresses designated as Exchange Leader accounts. There is no limit on how often you can change these addresses.

3.3 Cancellation, or failure to renew your subscription, will result in suspension of any accounts that you have purchased, either at the time of cancellation or at the end of your current Subscription Period.

4. Term of Software and Professional Services

4.1 The services described in this Agreement (whether Software Services or Professional Services) are only available to you during the Subscription Period provided on the cover page. If your subscription is terminated for any reason, our obligation to provide services terminates on the effective date of termination of your subscription.

4.2 In providing services to you, our relationship to you is that of an independent contractor. It is not the intent of either party to create a relation of employment, partnership, agency or joint venture. Except as specifically set forth in the cover page, we will bear all expenses incurred in connection with the services.

4.3 You may cancel your subscription at any time during your Subscription Period by providing us with written notice. No refund is payable of any subscription fees already invoiced or paid. We may cancel your subscription at any time and will issue a refund pro-rated based on the number of months remaining to the end of your Subscription Period.

5. Facilitated Service Exchanges

5.1 You agree that successful delivery of the Software and Professional Services that you purchase for Facilitated Service Exchanges requires your active involvement. Where this is the case, you agree to provide the following:

- a) at least one person to act as a contact with us;
- b) timely responses to requests in order to facilitate;
- c) if required, information required for the facilitation of your exchange, including names and email addresses of those who are to be invited to participate;
- d) approval of Content (as defined below) to be included in or generated by your exchange;
- e) approval of data visualizations before we share results with your Participants;
- f) approval of reports before they are published; and
- g) approval of websites and other Content created as part of the Software or Professional Services.

You will be responsible for approving Content to be included in your exchange, and we will not be liable for the publication of any Content that you have approved.

5.2 Each Facilitated Service Exchange has activities that you will need to approve before your exchange can proceed further. Checkpoints for approval may include:

- a) email (and other electronic notification) text sent at the beginning and during the exchange;
- b) results of moderation where inappropriate Participant thoughts are removed;
- c) Participant flagged thoughts during the Star step – whether these should be removed or added back into the exchange;
- d) theming of starred thoughts; and
- e) results messaging.

Thoughtexchange® US Services Agreement

For any or all of these checkpoints you can tell us to proceed without you actually inspecting the information. You do so at your own risk and we will not be liable for the publication of this Content.

5.3 If you engage us to create a website or video for you, the following terms apply:

- a) During the design phase of a website the web address (URL) will be active but protected from public viewing. We may provide this protection using a login, which we will provide to you. We assume no responsibility for the condition or content of the website if you choose to disclose this login information to others.
- b) After the website is published, no changes may be made other than minor revisions to the content except as agreed by you and us. If your website is to be available generally to the public, we may direct others to the URL once the website is published.
- c) You are responsible for reviewing and approving the content of any video prior to its publication. You will also be responsible for recruiting and making available persons to appear in the video. We will be responsible for obtaining releases and permissions from persons filmed.

6. Ownership of Content

6.1 You own all visual, written or audible communications and any other material that is produced by you and your Exchange Leaders, stored under your account or published in one or more of your Exchanges. You also own the rights to content created or provided by Participants as part of an Exchange that is licensed to you under the Terms of Use. (All of the foregoing is collectively referred to as "Content.") As part of your subscription, we provide hosting for your Content as well as the tools to create and manage your Content.

6.2 Other material specific to you that we create in providing your services (including, but not limited to, text, graphics, logo, pictures, audio and video) is also owned by you, and you have the right to use it as you see fit following termination of this Agreement.

6.3 All designs, templates, general graphics (i.e. graphics not directly pertaining to your organization) or method of presenting data (e.g. infographics), whether or not created with your input and or assistance, to the extent they do not contain content specific to you, are our property and can be re-used by us for any purpose.

6.4 By way of example, and not limitation, of the foregoing:

- a) You own the specific results and the specific visualizations of the results of your exchanges. We retain ownership of the analytic processes and mechanisms of visualizations even if these were developed or improved in conjunction with you.
- b) Once a customized report or presentation of your exchange results has been completed, it is your property and you may make use of it as you wish. We retain ownership of the design of the report to use as a template for other reports with other customers, even if the design was developed or improved in conjunction with you.
- c) If you engage us to create a website to publish your results, you own the website contents. We retain ownership of the analytic processes, visualizations, website layout and design and implementation mechanisms use to create the website, even if these were developed or improved in conjunction with you.

7. Responsibility for Content

7.1 You are solely responsible for any liability arising from your Content. We do not guarantee the accuracy, integrity or quality of any Content.

7.2 While we make a reasonable effort to be compliant with the data access laws in all jurisdictions in which we have a significant number of customers, you are ultimately responsible for following the laws in your state, province or country, including any legal requirements concerning data access. We do not guarantee the availability of our Software Services in all countries and they may not be available for use in any specific jurisdiction.

7.3 You and your Leaders and Participants also control the privacy of your Content. We have no responsibility for Content disclosed by you, your Leaders or Participants.

7.4 We will use commercially reasonable efforts to ensure that only Participants and Leaders authorized by you have access to your Content and to maintain the privacy of your Content stored on the Thoughtexchange platform.

7.5 Except as permitted by this Agreement or otherwise required by law, we will not share your Content with any third party without your permission. If you grant us permission to use this information publicly you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given. "Permission," as used in this agreement, means written permission including email.

7.6 You acknowledge and agree that we may cooperate with any governmental authority in connection with any investigation into your use of our services, including use in contravention of applicable laws, and may, in accordance with applicable laws, disclose any Content, and any other information pertaining to you or to your use of our services to such governmental authority in connection with any such investigation. Notice of our cooperation with any such investigation will be provided to you where reasonably possible.

8. Use of Content

8.1 You agree that we have the right to use Content for the following purposes:

- a) to monitor and manage usage by licensed Leaders and other terms and conditions of this Agreement;
- b) to extract statistical summary data (numerical values summarizing usage and not including any textual information entered by your Leaders and Participants), combine the data with data from other customers, and to share this data, from which all customer identifying information has been removed, publicly;
- c) to troubleshoot problems or assist your Leaders and Participants; or
- d) to improve our products and services.

8.2 You agree that we have the right to monitor your use of our services to ensure your compliance with this Agreement, or to comply with any law, order, or requirement of any court or government authority.

8.3 If you give us permission to use your Content we may then publish it for our own marketing purposes without further notice to you. You will be able to share the results with Participants or the public as you think best. If you share your Content publicly it is deemed to be in the public domain and we may then share with others as we wish.

8.4 You agree that we may, from time to time, use your Content for internal purposes, including but not limited to, to improve our products and services, and to comply with any law, order, or requirement of any court or government authority.

9. Content Deletion

9.1 We will maintain the Content from your Exchanges for six (6) months following termination of your subscription. Prior to termination of your subscription, you may obtain copies of your Content using the data download feature. After termination, providing the data has been maintained, we will provide you with a copy of your Content upon written request.

9.2 Termination of your subscription will also result in the termination of hosting of Content outside of the Thoughtexchange platform. We will maintain this hosted Content for six (6) months following termination of your subscription. Prior to deletion, you may obtain copies of your hosted website or the Content from any such service by making a written request to us.

9.3 After six (6) months we may, at our discretion, permanently delete your Content. We do not guarantee to maintain your Content after cancellation or the end of your term. We may, at our discretion, keep your Content for an indefinite amount of time so that, should you renew, you will have access to your Content. Note that the more time passes the less likely we are to maintain your Content, and even if we do maintain your Content, as time passes it become less likely that your Content will be useable due to system changes, upgrades etc.

9.4 At any time you may request in writing for us to delete your Content. We will delete all copies of your Content in our possession.

10. Confidential Information

10.1 In the course of providing services, you may provide us with certain confidential information, including but not limited to the personal information about your Leaders and Participants and information about your organization not directly related to your Exchange, that is marked confidential or is received under circumstances that would reasonably lead us to understand that it is confidential (your "Confidential Information").

10.2 Similarly, we may provide you with confidential information, including information about the Thoughtexchange platform and related services and information related to our business such as market position, customers, pricing, that is marked confidential or is received under circumstances that would reasonably lead you to understand it to be our confidential information (our "Confidential Information").

10.3 We each agree not to disclose the Confidential Information of the other to any third party without permission. We each agree to protect the Confidential Information with at least the same degree of care that we use to protect your own Confidential Information, but not less than a reasonable degree of care under the circumstances.

10.4 Neither of us shall be liable for the disclosure of the Confidential Information of the other that is:

- a) in the public domain other than by a breach of this Agreement;
- b) rightfully received from a third party without any obligation of confidentiality;
- c) rightfully known without any limitation on use or disclosure prior to its receipt;
- d) independently developed by our respective employees;
- e) generally made available to third parties by the owner without restriction on disclosure; or
- f) otherwise required by law to be disclosed.

10.5 Specifically with respect to email addresses that you provide to us, we agree that we will not use such email addresses for anything other than directly providing services under this Agreement, unless, and only to the extent, you ask us to or grant us permission to do so.

10.6 If you grant us permission to use information publicly, you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission is given.

10.7 You agree that we may publish or disclose your name (or, if you are a company or agency, the name of your company or agency) as a client on our website or in written or verbal communications to other existing or prospective clients. No other information will be disclosed. If you do not want your name published or disclosed, you may deliver notice in writing to us and we will agree to keep this information confidential until or unless such request is revoked.

10.8 All terms of this Agreement are confidential between us, and, with the exception of our respective advisors and other agents having an obligation of confidentiality, are not to be discussed with anyone outside of our respective organizations.

11. Student Data Privacy

11.1 We acknowledge that, in order to provide the services described in this Agreement, we may receive data that are covered by the Federal Educational and Privacy Rights Act ("FERPA") at 12 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h.

11.2 We agree that in providing the services, we will be under your direct control and supervision with respect to the use and maintenance of student records and the personally identifying information contained in those records.

11.3 We further agree that, subject to the truth and accuracy of the following representations and warranties, we are in compliance with the above laws.

11.4 In entering into this Agreement, you represent, warrant and agree that:

- a. You have hired us to perform a service for which the district would otherwise use its own employees.
- b. You have previously provided us with an accurate copy of your most recent annual notification of FERPA rights.
- c. You are not hiring us to create exchanges other than for the exclusive purpose of developing, evaluating or providing education products or services for students or schools.
- d. If you ask us to collect information governed by COPPA, that you are validly exercising consent on behalf of the parents of every student for which information is provided.

12. Indemnification

12.1 You and we each agree to defend, indemnify and hold the other harmless against and in respect of any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, attorneys' fees) imposed upon, incurred by or asserted against one of us that are finally determined to result from the other's material breach of any provision of this Agreement or its failure to meet its obligations to or perform any acts required under this Agreement, except to the extent such loss is caused by the acts or omissions of, or misrepresentations by, the non-breaching party, its employees or agents or third parties.

12.2 If any demand, claim or suit is asserted or instituted with respect to which any party may be entitled to indemnification under this Agreement, then the party liable for indemnification shall notify the party entitled to indemnification of the full details to the extent then known. The party entitled to indemnification shall be entitled at its own expense to employ counsel to defend such demand, claim or suit or to participate in the defense of such asserted demand, claim or suit. Any proposed settlement of any such demand, claim or suit must be approved by both of us. We agree to cooperate in good faith in the defense or settlement of any such demand, claim or suit.

13. Warranty and Limitation of Liability

13.1 Because the technologies underlying Software Services such as Thoughtexchange are inherently complex, we cannot warrant that the Software Services will be entirely error-free or will operate without interruption. We warrant that during your Subscription Period the Software Services will be free from significant defects. Our sole responsibilities in the event of an error or defect in the operation of the Software Services are:

- a) to use reasonable efforts to correct significant defects without charge; or
- b) to refund a portion of the subscription price, pro-rated from the time such defects are first brought to our attention, and terminate your subscription.

13.2 With respect to the Professional Services that we provide, we warrant that all work under this Agreement will be performed in a workmanlike manner and with professional diligence and skill and that at the time of delivery of any services, such services will conform to description set forth in Attachment 1.

13.3 All consulting advice provided by us is "as-is" and reflects our best judgment based on the information available to us at the time. You are solely responsible for the consequences of acting on our advice.

13.4 IT IS UNDERSTOOD AND AGREED THAT EITHER PARTY'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE FEES PAID BY YOU FOR SERVICES PROVIDED OVER THE PRIOR TWELVE (12) MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING FULCRUM'S LIABILITY.

14. General

14.1 This Agreement constitutes the entire agreement between us and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement. The rights and obligations under Sections 5 through 14 shall survive termination of this Agreement.

14.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without reference to any conflict-of-laws principles. You irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in King County, Washington for any action or proceeding arising out of, or based upon, this Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

Thoughtexchange® US Services Agreement

14.3 In providing facilitation and other professional services under this agreement, you acknowledge and agree that we are not a municipal advisor as that term is used in Section 15B of the Securities Exchange Act (the "Exchange Act") and Rules thereunder requiring registration of municipal advisors. Accordingly, you acknowledge and agree that, by undertaking and creating reports in connection with any Thoughtexchange, and in any other communication we may provide to you: (a) we are not recommending an action to you; and (b) we are not acting as a municipal advisor toward you, and we do not owe a fiduciary duty to you pursuant to Section 15B of the Exchange Act with respect to the information and material contained in such communications. You should discuss any information and material contained in our communications with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

14.4 In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties original intentions and the remainder of the provisions shall remain in full force and effect.

14.5 Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement.

14.6 Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. You may not assign or transfer this Agreement without our prior written consent.

14.7 This Agreement inures to the benefit of and is binding on our respective successors and assigns.

14.8 In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties original intentions and the remainder of the provisions shall remain in full force and effect.

14.9 Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement.

14.10 Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. You may not assign or transfer this Agreement without our prior written consent.

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14.13 Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement.

14.14 Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. You may not assign or transfer this Agreement without our prior written consent.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

VIA: Gina Potter, Ed.D.
Superintendent

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

INITIAL: *gap*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH RICH THOME CONSULTING FOR 2019-2020

BACKGROUND INFORMATION:

This Agreement is made in August 2019 between Rich Thome Consulting and the San Ysidro School District.

Rich Thome Consulting will provide the following services:

- Scheduled and non-scheduled advisement visits and calls as requested by the Superintendent
- Facilitation of Board & Superintendent workshops (Performance Objectives, Governance, Performance Reviews, Annual Evaluation, etc.), as requested by the Superintendent
- Coaching services for the Executive Director, Curriculum, Instruction and Innovation

The term of the agreement shall be from August 9, 2019 to June 30, 2020.

RECOMMENDATION:

Approve the agreement with Rich Thome Consulting to provide coaching and consulting services to the Superintendent and the Executive Director of Curriculum, Instruction, and Innovation in an amount of \$12,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: *mu*

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

\$12,000.00 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina Potter

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

Rich Thome Consulting
177 West Avenida Junipero
San Clemente, California
92672

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **August 2019** between **RICH THOME CONSULTING**, hereinafter called the Contractor, and **SAN YSIDRO SCHOOL DISTRICT** hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

- 1) **Services.** The Contractor shall furnish to the District the scope of services from Rich Thome and Ernie Anastos, as described below:
- Scheduled and non-scheduled advisement visits and calls as requested by the Superintendent beginning upon Board approval through June 30, 2020 (Rich Thome)
 - Facilitation of workshops (Performance Objectives, Governance, Performance Reviews , Annual Evaluation,), as requested by the Superintendent (Rich Thome)
 - Advisement services for the Executive Director, Curriculum, Instruction and Innovation (Ernie Anastos)

The District agrees to pay the Contractor **TWELVE THOUSAND DOLLARS (\$12,000)** for the services provided beginning upon Board approval. The Contractor will submit quarterly invoices to the District. Payments are due within 30 days of receipt of invoice.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

CONTRACTOR:
RICH THOME CONSULTING
Business License Number. 316294,
City of San Clemente, California

DISTRICT:
SAN YSIDRO SCHOOL DISTRICT

By _____

By _____

Name; Rich Thome

Name _____

Date August, 2019

Date _____

Email: richthome@gmail.com

Type of Business Entity:

Individual / Sole Proprietorship

Limited Liability Company

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO STATE UNIVERSITY FOR STUDENT TEACHERS

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with the San Diego State University (SDSU) to provide a practice teaching experience to students enrolled in a teacher training curricula of the University.

RECOMMENDATION:

Approve/Ratify the agreement with San Diego State University for student teachers during 2019-20 through 2023-2024 school years at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: MSW

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

STUDENT TEACHING AGREEMENT

This Agreement entered into by and between the Trustees of the California State University on behalf of San Diego State University, referred to as "University", noted below, and the School District, noted below, hereinafter called the "District";

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

SPECIAL PROVISIONS

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:
The University and the District are as follows:

SAN DIEGO STATE UNIVERSITY;

SAN YSIDRO SCHOOL DISTRICT of SAN DIEGO COUNTY.

THE TERM of the Agreement is from JULY 1, 2019 to JUNE 30, 2024.

The SERVICES to be provided by District to University shall include 400 Semester Units of Practice Teaching or ----- Quarter Units of Practice Teaching.

The University shall pay District for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit.

This Agreement may be increased/decreased by written approval from the University.

GENERAL TERMS

1. The District shall provide University students practice teaching experience in schools /classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in schools/classes of the District, and under the direct supervision and instruction of employees of the District, as the District and University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The University will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the University to practice teach in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

The assignment of a student of the University to practice teach in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teach is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the University, the District shall submit an invoice to the University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the University.

5. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement.

STATE OF CALIFORNIA
Trustees of The California State University

Michelle Tanner, Buyer III _____ Date

SCHOOL DISTRICT

Signature _____ Date

Marilyn Adrianzen _____

Name (Please print)

Chief Business Official _____

Title (Superintendent or Designee)

San Ysidro School District _____

School District

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on AUGUST 8TH, 2019.

(Month, Day)

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the Schools in the School District for practice teaching, be approved; and the District is hereby authorized to execute the same."

San Ysidro School District _____

District

San Diego _____

County

Signature _____ Date

(Clerk or Secretary of the Governing Board of the School District)

Antonio Martinez _____

Name (Please print)

INTERNAL NOTES:

- 44001-000-66045-0000-1006-2401-0000 (2019/2020) \$2,000.00
- 44001-000-66045-0000-1006-2401-0000 (2020/2021) \$2,000.00
- 44001-000-66045-0000-1006-2401-0000 (2020/2022) \$2,000.00
- 44001-000-66045-0000-1006-2401-0000 (2022/2023) \$2,000.00
- 44001-000-66045-0000-1006-2401-0000 (2023/2024) \$2,000.00

COLLEGE OF EDUCATION - SCHOOL OF TEACHER EDUCATION / ALYSSA ANCHETA;
COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE AND HEARING SCIENCES / JANET PARK **14E.12**

General Provisions

Indemnification

The District shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. The University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the District and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The District shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The University has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The University has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, District shall comply with any state or federal law applicable to community-based organization's performance under this Contract.

Assignments

Without written consent of the CSU, this agreement is not assignable by the District either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM: Special Education,
Oscar Madera, Director

INITIAL: *GP*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH EDUCATIONAL EQUITY FOR ALL – AMENDMENT

BACKGROUND INFORMATION:

Educational Equity For All will provide professional development to Special Education Teachers who teach Special Day Class in a moderate to severe program. The workshops include the following topics:

1. Making Common Core Mathematics Accessible for Students with Significant Cognitive Disabilities
2. Teaching and Reaching All students in a Moderate to Severe Classroom; and
3. Integrating Augmentative & Alternative Communication (AAC) into the Core Curriculum.

This Amendment is to include additional cost for professional development designed specifically for Special Day Class Mild to Moderate Teachers. Each additional workshop is \$1,600.00 for a total contract cost of \$4,800.00. All other terms and conditions remain the same.

RECOMMENDATION:

Approve the amendment to the Educational Equity For All agreement to provide additional staff development sessions for Special Education teachers for school year 2019-20 at a total contract cost of \$4,800.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc.) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal New Amendment Ratify Other

Business Services Reviewed: *MMA*

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

\$4,800.00
(Amount)

Special Education
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

**PROFESSIONAL SERVICES AGREEMENT
WITH
Educational Equity For All**

For Professional Development for Special Day
Class Moderate to Severe Teachers

AMENDMENT

This AMENDMENT is made effective on August 8, 2019, and it is made by and between Educational Equity For All hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Consultant, who is specifically qualified to provide consulting services for educational purposes, desires to provide services to the District.

WHEREAS, the Consultant and District's current agreement dated June 7, 2019 currently provides professional development to Special Day Class Moderate to Severe Teachers.

WHEREAS, the District would like to include additional cost for professional development designed specifically for Special Day Class Mild to Moderate Teachers.

NOW, THEREFORE, The Consultant and the District agree as follows:

Per Section 5.8 of original agreement:

The District would like to amend the services being provided by Consultant as stated above and request an increase of \$3,200.00 to the original contract. The new contract not to exceed amount is \$4,800.00. All other terms and conditions on original agreement dated June 7, 2019 remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below.

CONSULTANT:

Educational Equity For All
101 W Mission Blvd, Ste. 110-292
Pomona, CA 91766
909-964-5057

DISTRICT:

San Ysidro School District
4350 Otay Mesa Road San
Ysidro, CA 92173
(619) 428-4476

Signature

Tana Donaghy, President

Name & Title

Misstanad@gmail.com

Email

Date signed

Signature

Marilyn Adrianzen, Chief Business Official

Name & Title

marilyn.adrianzen@sysdschools.org

Email

Date signed

/ **14E.13**
Board approved **Page 2 of 2**

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH CAPITOL ADVISORS GROUP, LLC

BACKGROUND INFORMATION:

Capitol Advisors Group, LLC is a team of experts in California politics, education policy and finance, legislative strategy, and public affairs. Over the years, Capitol Advisors Group has been helping school agencies succeed in achieving important outcomes in California.

Capitol Advisors Group, LLC will provide the following services:

1. Provide legislative and administrative representation
2. Pursue the public policy and fiscal interests of the District
3. Provide regular updates on breaking developments impacting budget and policy
4. Participate in regular monthly calls/meetings/video conferences to review most recent developments
5. Offer strategic advice and consultation on various issues
6. Monitor, perform analysis of and maintain communication on all legislation that may affect the District
7. Prepare and submit reports to the Fair Political Practices Commission for the District's lobbying activities.
8. Coordinate at 1-2 Legislative Advocacy visits to the Capitol in Sacramento
9. Coordinate one local Legislative Advocacy visit

The cost implication is \$2,000.00 per month or an annual amount up to \$22,000.00. The District also agrees to compensate up to \$3,000.00 for travel expenses provided that such travel is requested and approved by the San Ysidro School District. Term: 2019-20 with automatic renewal until terminated.

RECOMMENDATION:

Approve/Ratify the agreement with Capitol Advisors Group, LLC for consulting services at an annual cost up to \$25,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u>MA</u>
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px;"></div>
<div style="border: 1px solid black; padding: 5px; width: 100px;">\$25,000.00</div> (Amount)	<div style="border: 1px solid black; padding: 5px; width: 200px;">General Fund</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; width: 100px;">--</div> (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on June 30, 2019 by and between the San Ysidro School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in legislative consulting and advocacy, and in developing strategic partnerships, and is willing and able to perform services desired by Client; and,

WHEREAS, Client desires legislative consulting and advocacy services, strategic counsel, and assistance in developing mutually beneficial partnerships.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. The initial period of this Agreement shall be July 1, 2019, through June 30, 2020 ("Initial Period"). At the end of the Initial Period, the Agreement shall be renewed automatically on an annual basis unless the Agreement is terminated pursuant to Section 4 below. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. Compensation.
 - a. Compensation to Contractor for this Agreement shall be \$2,000 per month beginning on July 1, 2019 and each month thereafter for the contract term. This monthly retainer shall be paid no later than the first day of each month.
 - b. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client.
4. Termination. Either party may terminate this Agreement, with or without cause, effective upon thirty (30) days prior written notice to the other party. In case of

termination, the Client shall be liable for all fees described under Section 3 above, including approved travel expenses, up to the termination date.

5. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association, or any other relationship except that of independent contractor.

6. Limitation on Liability; Indemnification.

a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

b. Each party shall defend, indemnify, and hold harmless the other party, and all of its agents, directors, officers, and employees from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify, and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.

7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To Capitol Advisors Group, LLC:

Kevin Gordon, President
925 L Street, Suite 1200
Sacramento, California 95814
(916) 557-9745
kevin@capitoladvisors.org

To San Ysidro School District:

Gina A. Potter, Ed.D., Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476
Gina.Potter@sysdschools.org

8. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy, or power.
9. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs, and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
10. Governing Law. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.
11. Client Responsibility for Fair Political Practices Commission (FPPC) Reporting and Accounting Requirements. State law (the Political Reform Act, Government Code section 81000 et seq.) and regulations of the FPPC govern reporting and accounting requirements for lobbyists, lobbying firms, and lobbyist employers. Contractor is a registered lobbying firm and complies with applicable FPPC requirements. Client is responsible for complying with its own reporting and accounting requirements, and payment of applicable fees, as required by the FPPC (including FPPC Regulations 18615 and 18616).
12. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.
13. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Kevin R. Gordon
President
Capitol Advisors Group, LLC

Marilyn Adrianzen
Chief Business Official
San Ysidro School District

EXHIBIT A
Description of Services

Capitol Advisors Group, LLC will provide consulting and professional services to San Ysidro School District ("Client"). Those services may include, but are not limited to:

1. Fully engaging San Ysidro School District in the legislative and regulatory process and that the perspectives and positions of the district are known to policymakers in state governmental agencies, regulatory bodies, and the Legislature;
2. Identifying and sharing with San Ysidro School District all legislative, regulatory, and policy proposals that may impact San Ysidro School District;
3. Pursuing the interests of San Ysidro School District before the Assembly and Senate Committees on Education, Appropriations, Budget, Local Government/Governance and Finance, Health, and other committees as directed by Client;
4. Pursuing the interests of San Ysidro School District before the California Department of Education, State Board of Education, State Allocation Board, State Department of Finance, State Controller's Office, State Treasurer's Office, Governor's Office, and any other agency designated by the Client;
5. Delivering strategic advice and advocacy on issues including, but not limited to, local use of funds, district budget, and any other fiscal issue, by providing expertise on issues related to California public finance, including state, federal, municipal, and school district finance; and,
6. Preparing and submitting reports to the Fair Political Practices Commission in accordance with state law for Client's lobbying activities.
7. Coordinating 1-2 Legislative Advocacy visits to the Capitol in Sacramento for San Ysidro School District Board Members
8. Coordinating 1 Legislative Advocacy visit Locally for our Board Members

Approved by authorized representatives:

Capitol Advisors Group, LLC

San Ysidro School District

Kevin R. Gordon, President

Marilyn Adrianzen, CBO

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH DR. DEBRA DUPREE, RELATIONSHIPS AT WORK, INC. FOR INTERACTIVE PROCESS SERVICES

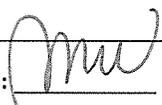
BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Dr. Debra Dupree, Consultant, to participate in special services for the facilitation of the Interactive Process for employees with medical conditions, summary reports and correspondence to medical providers, training, and consultation/coordination. This is a 1-year agreement (2019-2020) with the District to pay Dr. Dupree \$600 per Interactive Process Meeting (IPM) or \$185/hour.

RECOMMENDATION:

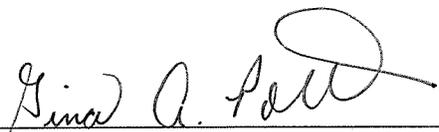
Approve/Ratify the Consultant and Professional Expert Agreement with Dr. Debra Dupree, Relationships at Work, Inc to provide interactive process services.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other Are funds for this item available in the 2019-2020 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Business Services Reviewed:  Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
See above <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>	-- <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

THIS AGREEMENT is made and entered into this * 1st day of * July , 20 19/ 2020 , by and between the San Ysidro SCHOOL DIST., hereinafter referred to as DISTRICT, and CONSULTANT Dr. Debra Dupree, Relationships at Work, Inc.

Hereinafter referred to as CONSULTANT.

WITNESSETH

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services to DISTRICT in administrative matters if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONSULTANT represents that this person is specially trained, experienced, and competent to provide such special services called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONSULTANT for the special services described herein;

NOW, THEREFORE, the parties agree as follows:

Article 1. CONSULTANT's Services

(a) CONSULTANT hereby agrees to perform the following necessary services to the satisfaction of DISTRICT and to provide all needed materials and supplies. (ATTACH ADDITIONAL PAGES IF NECESSARY) Facilitation of the Interactive Process for employees with medical conditions, Summary Reports and Correspondence to Medical Providers, Training, and Consultation/Coordination.

(b) CONSULTANT shall keep DISTRICT Superintendent and other designated DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

Article 2. CONSULTANT's Fee DISTRICT shall pay to CONSULTANT for the performance of all services rendered pursuant to this Agreement the sum of * 600 per IPM (3.5 hours of work, inclusive of travel), or \$185 per hour dollars, Amount for Travel, Lodging and/or Meals (\$* 0.00)(Itemized Billing Required) Total Contract Amt. (\$*)

Article 3. Installment Payments for Long-Term CONSULTANTS Payment of CONSULTANT's fee shall be made pursuant to the following schedule after receipt and approval by DISTRICT of such reports as DISTRICT may specify to verify the satisfactory performance by CONSULTANT of the work to which each payment pertains. (Attach schedule if necessary.)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS-Boxed area must be completed by CONSULTANT

MUST BE COMPLETED BY CONSULTANT

Are you a retired school employee?
____ Yes No

Are you currently employed by the _____
School District or any other school district?
____ Yes No

If yes, which district? n/a n/a

If you presently work for a school district or retired from a school district you will be paid through the payroll system.
Debra Dupree

Consultant's Signature
I certify that I am not being compensated by my school district of employment for the same time that I am performing this service. I further certify that I have not been convicted of a felony, act of moral turpitude, or a sex or narcotic offense. Furthermore, to the best of my knowledge, I am free of tuberculosis.

CONSULTANT
Relationships at Work, Inc.
Company
Dr. Debra Dupree
Consultant's Name
Debra Dupree
Authorized Signature
1520 First Street, K-306
Address
City Coronado State CA Zip 92118
Telephone : Hm (619) 417 - 9690 Wk (619) 417 - 9690

14E.15

provided by CONSULTANT during the period commencing on the date of receipt by CONSULTANT from DISTRICT, and ending on *June 30, 2020. It shall be expressly understood by CONSULTANT that time is of the essence of this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONSULTANT's performance hereunder.

Article 5. Hold Harmless and Indemnification CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees agents, assigns or subcontractors as they relate to the service to be provided under this Agreement. CONSULTANT agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents and employees from all loss, liability, damages, costs or expenses that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 6. Worker's Compensation Insurance CONSULTANT agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Worker's Compensation Act is filed against DISTRICT, CONSULTANT agrees to defend and hold harmless the DISTRICT from such claim. *See Page 3.

Article 7. Ownership of Work Product All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT.

Article 8. Termination of Agreement DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONSULTANT fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

DISTRICT may also terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by DISTRICT as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by DISTRICT for the performance of such work.

Article 9. Status of CONSULTANT 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 CONSULTANT is acting as an independent CONSULTANT and not as an officer, agent, or employee of DISTRICT. CONSULTANT shall be responsible for all salaries, payments and benefits for all of its officers, agencies, assigns, subcontractors and employees in performing services pursuant to this Agreement. The CONSULTANT understands that he/she and all of his/her employees are not entitled to benefits of any kind or nature normally provided to employees of the District.

Article 10. Assignment No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONSULTANT, without express written consent of DISTRICT, and without such consent all services hereunder are to be performed solely by CONSULTANT.

Article 11. Alterations or Variance No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #

DISTRICT OFFICE USE ONLY

(COMPLETE BUDGET NUMBER IS REQUIRED)

SAN YSIDRO SCHOOL DISTRICT _____ Dr. David Farkas, Exec. Dir. HR Date _____ 20____ Pursuant to Resolution No. 2496, for contracts.	* _____ Site Principal or Cabinet Member Signature
	This Agreement was approved by official action of the Board of Trustees of the _____ School District on _____ Item No. _____

14E.15

Article 6. 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. This provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Consultant shall furnish the District with certificates and 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.

DD 07-29-2019

GUIDELINE QUESTIONNAIRE

(If 'yes' is the answer to any question below, this individual may be an employee.

YES NO Instructions: Check the appropriate box for each question below.

1. Is the individual performing the duties of an administrator, a teacher or instructor, a substitute, a school bus driver, an athletic coach, a tutor, a cafeteria worker, a counselor, an examination monitor, a proctor, a librarian, a nurse, a psychologist, a specialty teacher (art, poetry, music, etc.) or any position normally filled by an employee?
2. Is the individual an employee of the district in another capacity?
3. Is the individual employed in another school district?
4. Has The individual performed substantially the same services for the district as an employee?
5. Is the individual retired, returning to substitute, or train, etc.
6. Are there currently employees of the district doing substantially the same services?
7. Does the district have the legal right to control the method of performance of this individual?
8. Does the district train or instruct this individual?
9. Does the district determine when, where, how and in what order work will be accomplished?
10. Does the district require the individual to submit reports?
11. Does the district require the individual to perform the services at a district site?
12. Are the services necessary to the operation of the school, program, project, etc.
13. Could another individual perform the service?
14. Does the district have a continuing relationship with the individual?
15. Does the individual work for the district on a regular basis?
16. Can this relationship be terminated without the consent of both parties?
17. Are the individual's services used on a full-time basis by the district?
18. Does the individual work solely from a district facility, using district equipment, supplies, etc.
19. Does the district provide all materials and support services necessary for the performance of the service?
20. Does the district provide office space, clerical or secretarial support?
21. Does the district provide materials, copying, printing, office supplies, etc.?
22. Is the individual paid on a regular basis?
23. Does the district bear the cost of any travel and/or business expenses incurred to perform this service?
(Generally, an employer pays these types of expenses; however, some contracts provide for payment of airfare, mileage, etc., for consultants.)

Procedures:

1. Principal completes agreement and forwards all copies and a requisition to Purchasing.
2. Purchasing sends agreement to Personnel for verification that the Independent Contractor is NOT an employee of the District.
3. The Purchasing Department distributes all other copies.
4. To obtain payment, partial or full, Principal sends to Purchasing a completed Agreement/Invoice for Services to Purchasing.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY OFFICE OF EDUCATION –
INTERN PROGRAM

BACKGROUND INFORMATION:

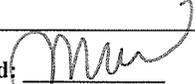
The San Ysidro School District will enter into an agreement with the San Diego County Office of Education to support various Intern Programs. San Diego County Office of Education specializes in specific areas of need for San Ysidro School District including Special Education.

RECOMMENDATION:

Approve/Ratify the agreement between San Ysidro School District and San Diego County Office of Education to support Intern Program placements effective July 1, 2019 through June 30, 2022.

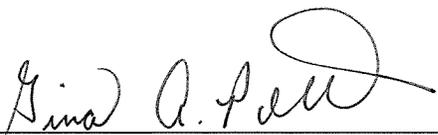
LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: 
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> 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

INTERN AGREEMENT

This Agency Agreement (“Agreement”) is entered into between the **San Diego County Superintendent of Schools**, (hereinafter, “SDCOE”) and the **San Ysidro School District** (hereinafter, “District” or “Employing Agency”) (collectively, “Parties”).

RECITALS

WHEREAS, teacher intern programs are a partnership between the California Commission on Teacher Credentialing (CTC), approved Program Sponsor and the California Employing Agency that elects to employ an individual on the basis of an intern credential;

WHEREAS, SDCOE is a CTC-approved Program Sponsor and District is an Employing Agency that elects to employ individuals on the basis of an intern credential;

WHEREAS, District acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring interns, and interns meet the *Every Student Succeeds Act* (ESSA) regulations and definitions, and the interns will be placed in a classroom to teach a subject area compliant with their district intern credentials;

WHEREAS all parties are aware that intern credentials are limited to an EL authorization that satisfies requirements for Specially Designed Academic Instruction Delivered in English (SDAIE) and do not satisfy requirements to teach ELD in a departmentalized setting;

WHEREAS, the supervision and support of interns is the responsibility of both the Program Sponsor and the District;

WHEREAS, SDCOE and District agree to partner together to provide the IMPACT Intern Program for eligible teachers working in the District;

WHEREAS Intern programs are the result of a partnership between the institution who prepare teachers (SDCOE) and the employer. Pursuant to Section 80033 of Title 5 of the California Code of Regulations (C.C.R.), every approved intern program must have a signed agreement between the District and the SDCOE detailing the support and supervision that will be provided to interns. CTC states that the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The combination of employer-provided support and mentoring, and program supervision provided to the intern, should be a minimum of 2-4 hours per week. (CTC, PSC 3C-22)

ACCORDINGLY, IT IS HEREBY AGREED between the parties hereto as follows:

1. **TERM:** This THREE-YEAR agreement shall become effective as of July 1, 2019 and shall expire June 30, 2022.

2. RESPONSIBILITIES OF THE PARTIES:

2.1 DISTRICT OR EMPLOYEE AGENCY

- a. The Employing Agency will assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person with the SDCOE IMPACT District Intern Program.
- b. At the time of hiring an intern teacher, the Employing Agency will identify a mentor teacher and allocate additional personnel if needed to provide on-site support for the intern.
 - i. The mentor teacher and additional personnel working with the intern shall possess a Clear or Life Credential in the same areas as the intern, have a minimum of three years of successful teacher experience, and have an English Language Authorization.
 - ii. The Employing Agency shall determine the terms of employment for the mentor teacher and additional personnel. It is at the discretion of the Employing Agency to determine if the mentor teacher and additional personnel receive compensation, and, if so, compensation is the responsibility of the Employing Agency.
 - iii. To meet the CTC and 5 CCR § 80033 requirement of 144 hours of required support and supervision per year, the District will ensure that the intern receives a minimum of 70-80 hours of support (approximately 2-3 hours per week) with the mentor teacher and additional personnel (if appropriate) per year. Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching in the classroom, and problem-solving regarding student issues. The intern and on-site mentor will be responsible for documenting hours of support provided by the Employing Agency.
 - iv. For those interns who do not already have an English Language Authorization from a current California credential or passing score on the California Teacher of English Learners ("CTEL") exam, the Employing Agency will ensure that the intern receives an additional 25 hours of the required 45 hours per year related to working with English Learners. (For additional ideas for support, see CTC Professional Services Committee ["PSA"] 13-06 Appendix B.)
 - v. The mentor teacher and additional personnel should be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, including assessing language needs and progress, and supporting making content instruction accessible for English Learners, e.g. through in-classroom modeling and coaching as needed.
 - vi. The Employing Agency will ensure there is protected time for the mentor and additional personnel to work with the intern within the school day and school week.

- vii. The onsite mentor will receive a minimum of 10 hours of training per CTC requirement from the Program Sponsor, part of which may be provided by the Employing Agency.
- c. The Employing Agency will provide access to the intern's site administrator or evaluator for consultation with IMPACT Program personnel.
- d. The Employing Agency will advise site administrators regarding inappropriate assignment of interns to extremely challenging / complex teaching assignments
- e. The Employing Agency will advise site administrators that IMPACT intern candidates require a timely departure from school campus on the days that they are attending IMPACT classes.
- f. The Employing Agency will minimize extra duty assignments for IMPACT intern candidates.
- g. The Employing Agency will provide internet access to visiting IMPACT program personnel.
- h. The Employing Agency will support and assist the interns who must meet the video-recording requirement for CalTPA Cycle 1 and Cycle 2, including permission slips.
- i. If appropriate, the Employing Agency will assist the SDCOE IMPACT District Intern Program Accounts Manager to establish monthly payroll deduction for the intern or encourage hired interns to make other payment arrangements to make sure their program tuition stays current.
- j. The Employing Agency will provide evaluation data as requested by the CTC and the SDCOE IMPACT District Intern Program, including survey completion, demographic and/or retention information.
- k. The Employing Agency will release SDCOE Impact District Program intern teachers to participate in 2 half-days of professional development observations as part of in-kind match.
- l. The Employing Agency will apply all IMPACT units earned for the advancement of the candidate on the district salary when the preliminary credential is granted as per ED CODE 44327.
- m. If necessary, if the intern's site is located outside the local area of SDCOE (e.g. more than 45 minutes away), the Employing Agency may be asked to assist in identifying a Practicum Supervisor for the intern.

2.2 PROGRAM SPONSOR PROVIDED BY SDCOE

- a. The Program Sponsor will provide administration, management, and coordination of the IMPACT District Intern Program as approved by CTC.
- b. The Program Sponsor shall provide training to administrators to acquaint them with IMPACT District Intern Program goals, requirements for participants, and administrator responsibilities.
- c. The Program Sponsor shall identify a Practicum Supervisor and allocate additional personnel if needed to provide on-site support for the intern.

- i. The Practicum Supervisor and additional personnel working with the intern shall possess a Clear or Life Credential in the same area as the intern, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
 - ii. The Program Sponsor shall provide appropriate orientation and training for the Practicum Supervisor and additional personnel, including, but not limited to, characteristics of coaching, time and frequent of visitations, and process for documenting observations and evaluation of the intern.
 - iii. The Program Sponsor will ensure that the intern receives a minimum of 70-80 hours of support from the Practicum Supervisor (approx. 18 visits year one and 12 visits year two). Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues. The intern and Practicum Supervisor will be responsible for documenting hours received from the Program Sponsor, e.g., administrators, instructors, and additional personnel.
 - iv. For those interns who do not already have English Language Authorization from a California credential or passing score on the CTEL exam, the Program Sponsor will ensure that the intern receives an additional 20 hours of in-classroom coaching specific to the needs of English Learners from the Practicum Supervisor and additional personnel.
- d. The Program Sponsor will maintain records of the IMPACT interns, provide advisement, and feedback to the participants as to their progress.
 - e. Onsite mentors will receive a minimum of 10 hours of training from the Program Sponsor (and possibly the Employing Agency) per CTC requirement.
 - f. The Program Sponsor will be responsible for establishing effective and on-going communication with Employing Agency and IMPACT District Intern personnel (e.g. Practicum Supervisor, Evaluator, Intern Coordinator) as appropriate to ensure a successful teaching experience for the intern.
 - g. The Program Sponsor will ensure that the district human resources director and site administrator are informed about the requirement of staying in good academic and financial standing with the program in order to continue with employment.
 - h. The Program Sponsor will be responsible for providing the intern with procedures to document and monitor the CTC required hours of mentoring and support from the employer and the District Intern program.
 - i. The Program Sponsor will provide all CTC-required coursework for the preliminary credential.
 - j. The Program Sponsor will coordinate Leadership Advisory meetings to provide an ongoing system of program development and evaluation that leads to substantive program improvements in teacher development associated with the CTC requirements.
 - k. The County Superintendent will submit the District Intern credential application and provide assistance and support with credentialing issues.

10. **FINAL APPROVAL.** This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

11. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

The Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

(SAN YSIDRO SCHOOL DISTRICT)

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Marilyn Adrianzen

Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Chief Business Official

Title

Title

Date

Date

Board Approved:

EXHIBIT A
PRE-SERVICE PROGRAM AGREEMENT



Framework for Teaching
Pre-Service Program Agreement

Name (First Middle Last): _____

FFT Session: FFT Spring, 2019 – Orientation

Please carefully read and initial the following statements. You must submit this TONIGHT before you leave Orientation.

1. I have received the link (<https://tinyurl.com/y2684y39>) to the IMPACT Program Handbook. I understand that it is my responsibility to read, ask questions, and abide by the procedures and processes defined in the Handbook. I agree to abide with the Professional Code of Conduct as described in the IMPACT Handbook. I further understand that the instructors will have the discretion to ask any candidate to leave the class if he or she feels the candidate is communicating in an unprofessional, disruptive, or inappropriate manner.

Candidate Initials: _____

2. I understand that the pre-service coursework is based on CTC required hours. Therefore, I must attend ALL sessions. I will fill out the Absence Request Form in advance of any absence. In the event of an emergency, I will contact the IMPACT staff immediately.

Candidate Initials: _____

3. I understand that if I miss or fail a course, I may not be able complete my courses in the timeframe for this Framework for Teaching session. I further understand that failing a course puts me on academic probation and jeopardizes my participation in the program. Retaking a course may result in an additional cost.

Candidate Initials: _____

4. I understand it is my responsibility to contact instructors directly in the event of an emergency or absence, and questions regarding an assignment, or regarding my participation in the class. I understand that failure to successfully complete assignments by the due date may cause me to retake the course and have additional costs.

Candidate Initials: _____

5. I understand that completion of all Framework for Teaching requirements is valid for 5 (five) years. If I begin a credential program after 5 years through IMPACT, I will need to retake Framework for Teaching requirements.

Candidate Initials: _____

6. I understand that I MUST have an offer of employment to be eligible to participate.

Candidate Initials: _____

PERSONAL INFORMATION – PLEASE PRINT

Contacts in case of an emergency:

Name: _____ Phone: _____

Name: _____ Phone: _____

6. ACCOMMODATIONS REQUIRED

If applicable to you, describe any reasonable accommodations you believe will be necessary in order to be successful in the IMPACT program (e.g. hearing impaired, need to be close to instructor, etc.).

Candidate Signature: _____ Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH COUNTY OF SAN DIEGO FOR TEMPORARY
TRANSFER OF FUNDS 2019-2020

BACKGROUND INFORMATION:

Education Code section 42620 provides that the County Treasurer can loan funds to school districts in the event the school district runs short of cash. In order to get over the cash shortages in March, April, May and/or June, school districts can borrow up to 85% of the Principal Apportionment (up to \$20,079,432.70) accruing to the district by June 30, 2020, and be repaid when the Principal Apportionment payments are received (July and August, 2020). Borrowing expenses will be determined by market conditions at the time funds are borrowed.

This agreement is related to Resolution No. 19/20-0011 Requesting temporary transfer of funds from the County Treasury for the 2019-20 fiscal year as needed to meet the needs of the District.

RECOMMENDATION:

Approve the agreement with the County of San Diego requesting a temporary transfer of funds from the County Treasury as needed for the 2019-20 fiscal year. Marilyn Adrianzen, Chief Business Official, will provide a brief explanation of this item as it relates to payroll.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>MA</u>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="text"/>
BORROW UP TO		General Fund			<input type="text"/>
<input type="text" value="\$20,079,432.70"/>		<input type="text"/>			<input type="text"/>
(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

**TEMPORARY TRANSFER AGREEMENT
PRINCIPAL APPORTIONMENT**

This Temporary Transfer Agreement (Agreement) is made and effective this 8th day of August 2019, by and between the County of San Diego, California (County) and San Ysidro School District (District).

RECITALS

WHEREAS, by Resolution No. 19/20-0011 of its Board of Trustees (attached as Exhibit A), the District has requested the Board of Supervisors to make a temporary transfer (Transfer) of monies to meet its current maintenance expenses; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer (Treasurer) shall have the power and the duty to authorize temporary transfers of monies upon the resolution of the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, the Board of Supervisors by Administrative Ordinance Section 119.1 et seq. (Ordinance) has authorized and directed the Auditor and Controller and the County Treasurer-Tax Collector to make the Transfer to the District in accordance with the terms of the Ordinance; and

WHEREAS, this Agreement represents the agreement of the County and the District with respect to the Treasurer's authorization of the Transfer and its repayment by the District.

AGREEMENT

Section 1. **Transfer; Timing.** Upon receipt of the District's written request, the Treasurer will authorize such Transfer and the Auditor and Controller will transfer to the District, subject to review and approval, the amount requested within 30 days from the District's Transfer request, provided however, that in no event shall the total amount of all Transfers made in accordance with this Agreement exceed 85% of the remaining revenue type(s), shown below, accruing to the District through June 30, 2020, prorated as of the date of the written request.

Revenue Type(s)

_____	Property Taxes
<u> x </u>	Principal Apportionment(s)
_____	Education Protection Account

The written request must contain the amount requested and documentation must be provided demonstrating that the amount requested is necessary to meet current maintenance expenses. Where indicated in the table below, such documentation shall include detailed cash flows for the applicable period that support maintenance expenses and anticipated revenues. Required supporting documentation by revenue type is also presented in the table below.

**TEMPORARY TRANSFER AGREEMENT
PRINCIPAL APPORTIONMENT**

Documentation		
Revenue Type	Description of Documentation Needed	Found in Exhibit
Property Taxes	Not Needed. The necessary documents are compiled by the County of San Diego.	Not Applicable
Principal Apportionment(s)	Cash Flows	EXHIBIT A
	Verifiable State documents supporting State allocation(s) including deferred allocation(s).	EXHIBIT B
Education Protection Account	Cash Flows	Not Applicable
	Verifiable State documents supporting State allocation(s).	Not Applicable

The amount requested must be reviewed and approved by the County Auditor and Controller. An authorized Transfer may be made to the District in one or more installments.

No Transfer shall be made after April 27, 2020.

The Transfer will be made from and limited to the County of San Diego Investment Pool (Pool).

Section 2. **Deposit of Transfer.** Any Transfer made by the Treasurer to the District shall be deposited in the District’s General Fund (Fund) for the purpose of lending funds to the District to meet its maintenance obligations.

Section 3. **Repayment; Interest.** Repayment of the funds is anticipated to be made from the revenue type(s) identified in Section 1, accruing to the District. However the District recognizes that the source of repayment may be from other revenues accruing to the District before any other obligation. Interest on any transferred funds will accrue and be payable by the District, at the greater of the same interest rate the Pool is earning or a proxy TRAN cost as determined by the market until the entire amount transferred is repaid. Each month, the appropriate interest rate to be used will be identified, and the resulting calculated interest will be charged.

Upon receipt and deposit, the District agrees that the County may immediately transfer the cash from said revenues to the Pool’s Fund for the purpose of repaying the “temporary transfer of funds” obligations.

Section 4. **District Covenant.** The District represents and covenants with the County that the District’s anticipated revenue for fiscal year 2019-20, as documented in the attached exhibit referred to in Section 1, represents the District’s best estimate of the remaining revenues. The County Auditor and Controller shall review and approve the District’s anticipated revenue calculations included in these documents.

**TEMPORARY TRANSFER AGREEMENT
PRINCIPAL APPORTIONMENT**

Section 5. **Notices.** Any and all notices between the County and the District provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly given when personally delivered to one of the parties or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party at the following address:

If to the County:

Lauren Warrem, Chief Deputy Treasurer County of San Diego Treasurer-Tax Collector 1600 Pacific Highway, Room 101 San Diego, California 92101 619-531-5686 Lauren.Warrem@sdcountry.ca.gov	Brian Ruehle, Deputy Controller County of San Diego Auditor and Controller Department 5530 Overland Avenue, Suite 410 San Diego, California 92123 858-694-2199 Brian.Ruehle@sdcountry.ca.gov
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If to the District:

Gina A. Potter, Ed.D., Superintendent San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 619-428-4476 ext. 3021 Gina.potter@sysdschools.org	Marilyn Adrianzen, CBO San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 619-428-4476 ext. 3004 Marilyn.adrianzen@sysdschools.org
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Section 6. **Governing Law, Venue and Entire Agreement.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in San Diego, California.

This Agreement constitutes the entire agreement between the County and the District with respect to the Transfer and supersedes any previous agreement(s), negotiations, proposals or understanding, whether written or oral concerning such matter, unless expressly included in this Agreement.

Section 7. **Amendment or Modifications.** No amendment, modification or other alternation of this Agreement shall be valid unless in writing and signed by the parties.

**TEMPORARY TRANSFER AGREEMENT
PRINCIPAL APPORTIONMENT**

Section 8. **Severability.** In the event that any provision of this agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and such invalidity shall in no way affect, impair, or invalidate any other provision contained herein if there is no substantive effect to the services to be rendered to the County by such judicial finding of invalidity.

Section 9. **Counterparts.** This Agreement may be executed in any number of counterparts, each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

County of San Diego, California
Treasurer-Tax Collector

Date: _____

By: _____
Chief Deputy Treasurer

APPROVED AS TO FORM AND LEGALITY
Thomas E. Montgomery, County Counsel

Date: _____

By: _____
Senior Deputy

San Ysidro School District

Date: _____

By: _____
Marilyn Adrianzen
Chief Business Official

Board Approved: _____

Actuals to end of the month of:
Apr-19

	Beginning	July	August	September	October	November	December	January	February	March	April	May	June	Totals up to June 30th
88 9111-9499 Assets (Excluding 9110 Cash)														
59 9111-9199 Other Cash Equivalents		\$ 2,651,266												\$ 2,651,266
60 9200-9299 Receivables (Excl. deferrals listed below)														
61 9200-9299 Deferrals - Principal Apportionment														
64 9200-9299 Receivables - Lottery	143,203			143,203										143,203
65 9300-9319 Temporary Loans / Due From														
66 9320-9499 Other Assets														
67														
68 9111-9499 Change in Assets (Excl. 9110 Cash)	\$ 143,203	\$ 2,651,266	\$ -	\$ 143,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,794,469
69														
70 9500-9659 Current Liabilities														
71 9500-9599 Payables		\$ -	\$ -	\$ -										\$ -
72 9650-9659 Deferred Revenues														\$ -
73														
74 9500-9659 Change in Current Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
75														
76 Multiple Other Activity														
77 9793 Audit Adjustments														\$ -
78 9795 Other Restatements														\$ -
79 7999 Expense Suspense														\$ -
80 8999 Revenue Suspense														\$ -
81 9910 Payroll Suspense														\$ -
82 Treasury Reconciling Items														\$ -
83														\$ -
84 Multiple Total Other Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85														
86 Ending Balance WITHOUT Borrowing	\$ -	\$ 995,707	\$ (1,782,042)	\$ (2,631,966)	\$ (5,561,842)	\$ (6,289,024)	\$ (7,120,701)	\$ (1,341,074)	\$ 302,090	\$ (1,172,770)	\$ (1,785,451)	\$ 1,329,004	\$ 140,774	\$ 140,774
87														
89 Multiple Borrowing Activity														
90 9640 TRAN / TIF Principal Amounts														\$ -
91 8660 TRAN / TIF Premium														\$ -
92 9640 EPA & PA TIF Repayment														\$ -
93 9640 Tax TIF Repayment														\$ -
94 9600-9619 Temporary Loans / Due To														\$ -
95 9629-9649 Other Liabilities (Excluding TRANS)														\$ -
96														\$ -
97 Multiple Total Borrowing Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98														
99 9110 Ending Cash Balance	\$ -	\$ 995,707	\$ (1,782,042)	\$ (2,631,966)	\$ (5,561,842)	\$ (6,289,024)	\$ (7,120,701)	\$ (1,341,074)	\$ 302,090	\$ (1,172,770)	\$ (1,785,451)	\$ 1,329,004	\$ 140,774	\$ 140,774

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 3

BACKGROUND INFORMATION:

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

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

Amendment No. 3: Includes Construction Observation and DSA Close-out costs up to \$27,230.00.

RECOMMENDATION:

Approve/Ratify Amendment No. 3 to the Aguilar Architects Agreement for Post Construction items that require attention for DSA closeout of the La Mirada and Smythe Modernization Projects in an amount up to \$27,230.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MAW

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

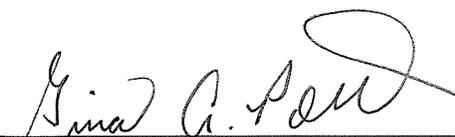
\$27,230.00 (Amount)

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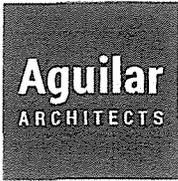
-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



May 31, 2019
Rev. June 10, 2019
Rev. July 26, 2019

Aguilar Architects
30131 Town Center Drive, 104
Laguna Niguel, CA 92677
C 949 230 8875
T 949.387 5949
www.aguilarchitects.com

Mr. Paulo Azevedo
Director of Maintenance, Operations, Transportation and Facilities
San Ysidro School District
4350 Otay Mesa Road, San Ysidro, CA 92173

Subject: Post Construction – Construction Observation and DSA Close-out Services for Smythe and La Mirada Elementary School Modernizations

Dear Paulo,

Aguilar Architects, Inc. is pleased to present this revised proposal for Architecture, and Engineering Post Construction Services for the above projects previously designed by our office. As you are aware, when we initially submitted our post-construction proposal for the documentation of the construction issues and punch list items affecting the completion and closeout of the above schools, we left for a later time the construction administration and close-out services, pending resolution of the SYSD/Balfour Beatty legal issues.

As you have now indicated, this has been accomplished to a great extent, and our office is now being requested to submit this proposal for A/E services to assist the District in the construction observation and design resolution on the items for which BBC and the District will be completing during the summer months, starting on June 13th. See Exhibit A for scope and fees.

These additional services will be focused on the outstanding construction items that are impeding the closeout of the schools, as well as the acceptable completion of the work for project acceptance by the District and DSA. The tasks associated with this service will be an expansion and addition to our Post-Construction Services Agreement dated August 10, 2018. We suggest this service be an Amendment (#3) to the previous Post-Construction contract to facilitate prompt execution and implementation.

The scope items listed include deviations, non-conformances, work to complete, repair, and rework for the construction work performed by Balfour Beatty Construction (BBC) as stated on attached Exhibit A, Post Construction – Construction Observation Services, and our scoping meeting dated June 6th, 2019.

SCOPE OF WORK

Please see Exhibit A, dated ~~June 10th, 2019~~ revised July 26th, 2019 attached

OPTIONAL SERVICES

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

1. Renderings and models;
2. Application and presentation to municipal agencies; OPSC, DOE, etc.;
3. Phased construction;
4. Sustainability /LEED documentation and commissioning;

14E.18



- 5. Special systems design/documentation;
- 6. Graphic and signage design/documentation;
- 7. Interim housing and relocation;
- 8. Multiple DSA Submittals;
- 9. Design and documentation of bid alternates;
- 10. Title 24 Energy Code Commissioning/Acceptance forms;
- 11. Intrusion detection and classroom A/V systems;
- 12. Fire sprinkler design and documentation;
- 13. Design of sewage ejector or grease waste systems;
- 14. Planting and irrigation design;
- 15. HVAC equipment and Prop. 39 retrofits;
- 16. Value engineering and Estimating services;
- 17. Land surveying.

EXCLUDED SERVICES

- 1. Soils/geotechnical engineering;
- 2. Hazardous materials assessment or abatement;
- 3. Participation in utility rebate programs.

SPECIALTY CONSULTANTS TO BE PROVIDED AS ADDITIONAL SERVICES

The following services have not been included in this proposal, but can be provided as additional services at the District's request:

- 1. Financial analysis; and cost estimates.

ASSUMPTIONS

This proposal is based on the following assumptions:

- 1. This is summer construction work only. Once the project is initiated, the project will not be suspended or delayed;
- 2. This proposal is based on preparation of construction packages and schedules by BBC;
- 3. Construction and CA services will be completed during this summer schedule per BBC schedule.

COMPENSATION

For the Basic Services described above, we propose fixed fees as discussed on out June 6th scoping meeting and per Exhibit A.

* * * * *

If you find this proposal satisfactory, it will be used as the basis of an amendment (Amendment #3) to our existing Post-Construction contract with terms and conditions incorporating the intent of this proposal. If you have any questions, please contact me at 949 230-8875. I will be pleased to review and discuss this proposal with you.

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

Aguilar Architects, Inc.

Guillermo Aguilar, AIA
Principal

San Ysidro School District

Marilyn Adrianzen
Chief Business Official

Board approved: 14E.18

EXHIBIT A

SYSD POST CONSTRUCTION - CONSTRUCTION OBSERVATION SERVICES

6/10/2019 - Revised 7/26/19

EXHIBIT A - AGUILAR ARCHITECTS SCOPE AND SCHEDULE OF FEES

ACTIVITY	DURATION/MEETING	FEE \$	COMMENTS
1 Initial (6/6/19) meeting to discuss AA services, BBC engagement, scope and fees	GA 2-hours meeting	\$ 410.00	
2 Prepare CCD for Safe Dispersal Area- La Mirada Kinder (3 classrooms), prepare dispersal analysis, design work including ADA, site grading and drainage, remove existing grass area, and obtain approval from DSA.	Survey, grading, and site design/approval work, plus 2 meetings Included	\$ 5,550.00	Blended rate of \$185.00. Included in Fee: a. Conduct area survey, and grading/drainage plan of the proposed path of travel and proposed dispersal area(s). b. Determine area calculations for the safe dispersal areas for both schools. c. Prepare drawings and CCD submittals for DSA approval. d. Conference with and obtain approval from DSA. e. Attend one (1) site visit for grading analysis and level survey, and one (1) site visit to observe construction. f. Submit verified reports to DSA for close-out documentation.
3 Prepare CCD for Safe Dispersal Area- Smythe Kinder (3 classrooms), prepare dispersal analysis, area calculations for areas of safe dispersal, design work including ADA, site grading and drainage, remove existing grass area, and obtain approval from DSA	Survey, grading and site design/approval work, plus 2 meetings Included	\$ 5,550.00	Blended rate of \$185.00. Included in Fee: a. Conduct area survey, and grading/drainage plan of the proposed path of travel and proposed dispersal area(s) for both schools. b. Determine area calculations for the safe dispersal areas for both schools. c. Prepare drawings and CCD submittals for DSA approval. d. Conference with and obtain approval from DSA. e. Attend one (1) site visit for grading analysis and level survey, and one (1) site visit to observe construction. f. Submit verified reports to DSA for close-out documentation.
4 Prepare CCD for gate modifications at La Mirada, per BBC shop drawings, new free-standing gates (6 gates) and footings will be reviewed by Aguilar structural engineer, prepare CCD, including CAD drawings, and obtain DSA approval	Pending BBC shop drawings - 16 hrs	\$ 2,960.00	Blended rate of \$185.00. Included in Fee: Structural engineering review of free-standing gates, 3" sleeve attachment, footing and bolt attachment details (6 gates). 1 site visit. Preparation and submittal of CCD for DSA approval
5 Prepare CCD for gate modifications at La Mirada, per BBC recommendations new free-standing gates (6 gates) and footings will be reviewed by Aguilar structural engineer, prepare CCD, including CAD drawings, and obtain DSA approval	Pending BBC shop drawings - 16 hrs	\$ 2,960.00	Blended rate of \$185.00. Included in Fee: Structural engineering review of free-standing gates, 3" sleeve attachment, footing and bolt attachment details (6 gates). 1 site visit. Preparation and submittal of CCD for DSA approval
6 DSA meeting and preparation time to review outstanding close-out items, ADA items, and 301-P	GA- 3 hours + 2 Prep. , VCA 3 hours + 2 Prep.	\$ 2,050.00	3-hours meeting time + 2 hours preparation time EACH for AOR + SEOR
7 AA retainer fix-fee while BBC is on-campus for summer work. Site visits not included	\$500.00 per week	\$ 2,500.00	District will be billed for each week that BBC is at site starting 6/13/19. Estimate 5 weeks. Site visits not included.
8 Special site visits per trade fix-fee when requested by District in writing	\$600.00 per visit	\$ 1,800.00	Assume 3- site visits total
9 Final walk-through site visit per trade (3) plus 1 final walk	600.00 per visit	\$ 2,400.00	Assume 3- site visits total, plus 1 final walk
10 Other consulting engagement for District initiated Q/A - not on site @ blended rate of \$185.99 NTE \$ 1,200.00	NTE \$1,200.00	\$ 1,200.00	Discretionary NTE for use by the district as needed

AMENDMENT NO. 3 up to \$27,230.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

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

INITIAL:

LR

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH YMCA CHILDCARE RESOURCE SERVICES FOR PARENT EDUCATIONAL WORKSHOPS

BACKGROUND INFORMATION:

The YMCA Childcare Resource Services (YMCA) has provided parent workshops focused on nutrition or physical activity at the District's Preschool & Child Development Program's school sites: Smythe CDC, Sunset Preschool and Ocean View Hills Preschool. Workshops will be present in English/Spanish language based on the attendees.

The Preschool & Child Development Programs' Children & Families Facilitator will coordinate the dates and locations for these workshops. Childcare may be provided by preschool staff.

RECOMMENDATION:

Approve the Memorandum of Understanding with the YMCA Childcare Resource Services to provide parent educational workshops during school year 2019-20 at no cost to the District.

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

(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
MEMORANDUM OF UNDERSTANDING
FOR PARENT WORKSHOPS**

Between YMCA Childcare Resource Service (YMCA) and
San Ysidro School District (DISTRICT)

1. Scope of Services:

The YMCA Childcare Resource Service's health educators will provide parent workshops focused on nutrition or physical activity at the DISTRICT'S Preschool & Child Development Program school sites: Smythe CDC, Sunset Preschool and Ocean View Hills Preschool. The Workshops can be presented in English/Spanish language based on the attendees.

2. Compensation:

This service will be provided at no cost to the DISTRICT or parents.

3. Indemnification and Hold Harmless:

YMCA shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the YMCA hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

4. Insurance

YMCA shall provide, at its own expense, procure and maintain for the duration of this Agreement, General Liability insurance and proof of Workers Compensation (with waiver of subrogation) against claims which may arise from or in connection with the performance of this Agreement by YMCA, its agents, representatives, and employees in the amounts of \$1,000,000 per occurrence/\$2,000,000 aggregate. The DISTRICT shall be named additional insured with endorsements. Such insurance shall survive after this agreement as permitted by law.

4. Term:

The term of this agreement is from August 9, 2019 to June 30, 2020.

6. Other:

YMCA is an independent contractor and is not an agent or employee of the District. and will pay all applicable state, local and federal taxes and will maintain insurance coverage during the term of this agreement.

This Agreement is the complete and exclusive understanding of the parties and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

14E.19

~ This space intentionally left blank – Signature page follows ~ **Page 2 of 4**

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.//

YMCA CHILDCARE RESOURCE SERVICE

SAN YSIDRO SCHOOL DISTRICT

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Board Approved:

SYSD CONTACT PERSONS:

Lorena Varela-Reed
Director, Preschool & Child Development
(619) 428-4476 ext. 3583
Lorena.varela-reed@sysdschools.org

Claudia Uribe
Children & Families Project Facilitator
(619) 428-4476 ext. 3674
Claudia.uribe@sysdschools.org

YMCA CONTACT PERSON:

Heather Ransons
Health Educator/Resource and Referral Department
YMCA CHILDCARE RESOURCE SERVICE
3333 Camino del Rio South #400, San Diego, CA 92108
(P) 619 521 3055 ext 2212 (F) 619 521 3050
(E) hransons@ymca.org



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

The health educators at the YMCA Childcare Resource Service will provide parent workshops focused on nutrition or physical activity for the preschool at San Ysidro School District. This service will be provided at no cost to the recipient.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM: Maintenance, Operations, Transportation & Facilities
Paulo Azevedo

INITIAL: MW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) FOR INDUSTRIAL STORMWATER PERMIT SUPPORT (SEVENTH PROJECT)

BACKGROUND INFORMATION:

The State Water Resources Control Board (SWRCB) adopted the Water Quality Order No. 97-03-DWQ National Pollutant Discharge Elimination System in order to implement the Clean Water Act.

School Districts who operate transportation vehicle maintenance and equipment cleaning operations at facilities described by the Standard Industrial Classification 4151 (establishments primarily engaged in operating buses to transport pupils to and from school) are deemed to be industrial storm water dischargers under the terms of the Industrial Permit.

The District is requesting the support of the FACJPA for stormwater program management services supporting the District's implementation of the Industrial Permit and be a member of the Compliance Group operated by the FACJPA to be in compliance with SWRCB and the Clean Water Act requirements.

RECOMMENDATION:

Approve the Seventh Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority for Industrial Stormwater Permit Support in an amount up to \$4,000.00 from the General fund.

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 2019-2020 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
INDUSTRIAL STORMWATER PERMIT SUPPORT

C#1920-46

**SEVENTH PROJECT AGREEMENT BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND THE
K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
INDUSTRIAL STORMWATER PERMIT SUPPORT**

This SEVENTH Project Agreement ("SEVENTH Project Agreement") by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY ("AUTHORITY"), AND SAN YSIDRO SCHOOL DISTRICT, a public School District organized and existing under the laws of the State of California ("SAN YSIDRO" or "DISTRICT") is made as of the final date of signature hereto. AUTHORITY and DISTRICT are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

This Project Agreement is entered into in consideration of the following matters:

WHEREAS, on April 17, 1997, the State Water Resources Control Board ("SWRCB"), adopted Water Quality Order No. 97-03-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000001 Waste Discharge Requirements for Discharges of Storm Water Associated With Industrial Activities ("Industrial Permit") in order to implement the requirements of the Clean Water Act; and

WHEREAS, School Districts who operate transportation vehicle maintenance and equipment cleaning operations at facilities described by the Standard Industrial Classification 4151 (establishments primarily engaged in operating buses to transport pupils to and from school) are deemed to be industrial storm water dischargers under the terms of the Industrial Permit; and

WHEREAS, on April 1, 2014, The SWRCB adopted a new revised Water Quality Order No 2014-0057 DWQ NPDES General Permit No CAS000001 Waste Discharge requirements for Discharges of Storm Water Associated With Industrial Activities ("Industrial Permit") in order to implement the requirements of the Clean Water Act which became effective July 1, 2015; and

WHEREAS, DISTRICT wishes to receive services from AUTHORITY for stormwater program management services supporting the DISTRICT's implementation of the Industrial Permit and be a member of the Compliance Group operated by AUTHORITY; and



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
INDUSTRIAL STORMWATER PERMIT SUPPORT

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AGREEMENT

NOW, THEREFORE, AUTHORITY and DISTRICT agree as follows:

SECTION I - Purpose of Project Agreement

1. The purpose of this Agreement is to provide support to DISTRICT to, insofar as it is possible under the conditions and duties imposed under the Industrial Permit, reduce the amount of pollutants in storm water discharge from Districts' facilities and to comply with the discharge prohibitions as specified in the Industrial Permit. These services will include continuation of services in support of the DISTRICT's implementation of their Storm Water Pollution Prevention Plan and Monitoring Program, including training and annual inspections and reports as detailed herein.
2. To insofar as it is possible under the conditions and duties imposed under the DISTRICT's SWPPP, reduce the amount of pollutants in storm water discharge from DISTRICT's facilities and sites and to work to comply with the discharge prohibitions as specified in the Industrial Permit, in accordance with the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), and the applicable Regional Water Quality Control Board (RWQCB).
3. To coordinate the establishment, revision, participation, direction and implementation of storm water pollution prevention measures in a fashion that will significantly reduce costs that would otherwise be incurred if the DISTRICT acted to comply individually by having AUTHORITY guide and support multiple districts in the same manner and timeline.

SECTION II - Definitions

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Agreement have the meanings herein specified.

1. Facility. The term "Facility" shall mean any school bus maintenance facility involved in vehicle maintenance including vehicle rehabilitation, mechanical repairs, equipment cleaning operation, painting, fueling, and lubrication which is operated by the DISTRICT for its buses, vans, and/or any other district vehicle which is used for transporting students.
2. Field Testing. The term "Field Testing" shall mean performance of field tests, collection of storm water runoff samples, performance of visual observations and laboratory testing of storm water runoff discharge as required by the terms of the Industrial Permit.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
INDUSTRIAL STORMWATER PERMIT SUPPORT

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3. Monitoring Plan. The term "Monitoring Plan" shall mean the written plan containing the conditions for the monitoring of storm water discharge in compliance with the Industrial Permit.
4. Industrial Permit. The term "Industrial Permit" shall mean the National Pollution Discharge Elimination System General Permit for Discharges of Storm Water Associated with Industrial Activities, as revised and reissued from time-to-time by the SWRCB.
5. Regional Board. The term "Regional Board" or RWRCB shall mean the applicable Regional Water Quality Control Board.
6. SWPPP. The term "SWPPP" shall mean the Storm Water Pollution Prevention Plan prepared in accordance with Industrial Permit requirements that includes best management practices to reduce or prevent discharges of pollutants associated with industrial activities at each DISTRICT bus maintenance facility.
7. SWRCB. The term "SWRCB" shall mean the State Water Resources Control Board.

SECTION III – AUTHORITY Responsibilities & Schedule

The AUTHORITY shall provide the following ongoing and as-needed services and deliverables:

1. Assist DISTRICT in conducting annual comprehensive Facility evaluations of its Facility.
2. Provide an annual group training workshop, typically in the Fall, for all school districts using AUTHORITY to support their Industrial Stormwater Program, including DISTRICT. This will include training in how to accomplish required visual observations and collection of storm runoff samples.
3. Prepare a required annual report for DISTRICT's review, approval and electronic submission to the SWRCB, due on July 1 annually.
4. Prepare Annual Group Evaluation for approval by the AUTHORITY and submittal to the RWQCB due on July 1, annually.



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5. Prepare a Monitoring Plan for AUTHORITY submittal to the SWRCB and RWRCB.
6. Administrative services to hire and manage, and pay for consultants, engineers, or others necessary for the production of required Storm Water Pollution Prevention Plans, annual site visits, laboratory services and other support services. AUTHORITY shall ensure that all consultants are selected in accordance with all applicable laws, including the Education Code and Public Contract Code. AUTHORITY shall further ensure that all consultants selected are appropriately licensed or certified, as applicable. The AUTHORITY shall enter into such agreements as it determines to be necessary.
7. General Assistance: AUTHORITY shall provide phone and email support for questions or concerns related to the implementation of the DISTRICT's SWPPP or related issues. Should an issue require more than 1-hour of specific support or any outside consultant services, AUTHORITY will provide a proposal for Additional Services and if DISTRICT wishes to hire AUTHORITY to assist, a separate Amendment to this Project Agreement will be entered and signed by both parties.

SECTION IV - Responsibilities of School Districts

The DISTRICT shall have the following responsibilities:

1. The DISTRICT shall timely submit all applicable State fees directly to the State of California pursuant to the terms and conditions of the Industrial Permit. These fees are not included in this Project Agreement.
2. The DISTRICT shall timely submit all necessary data, records and reports to AUTHORITY supporting the annual report requirements of the regulatory agency pursuant to the terms and conditions of the Industrial Permit for use to prepare annual report.
3. The DISTRICT shall be responsible for the costs associated with the School DISTRICT's staff or administrative time expended to comply with the terms and conditions of the Industrial Permit.
4. The DISTRICT shall be responsible for visual observations, taking stormwater samples and delivering them to the testing laboratory identified by AUTHORITY, sending a minimum of one (1) staff member to the annual training, and walking the Facility with AUTHORITY representative on an annual basis.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
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5. The DISTRICT shall reimburse AUTHORITY for stormwater testing analysis and any DISTRICT authorized additional services as requested.

SECTION V - Penalties and Fines

Any penalties or fines levied by a regulatory agency which are the result of non-compliance with the terms of the Industrial Permit, or any other stormwater related issues shall be the sole responsibility of the DISTRICT.

SECTION VI – Record Retention

The AUTHORITY shall retain all records related to this Project Agreement for a period of five (5) years, notwithstanding that DISTRICT shall be responsible for maintaining its own records.

SECTION VII - Term and Additional Parties

This Project Agreement shall become effective on the date of final approval by the AUTHORITY and shall remain in effect until either party provides a written request to terminate this Project Agreement at least 30 days in advance of termination date. As AUTHORITY enters commitments annually for services, there will be no rebate of fees paid for the fiscal year in which a withdrawal by the DISTRICT is received. It is intended that this Agreement can be extended or amended consistent with the intent of the parties.

SECTION VIII – Fees and Payments

The annual fee for services shall be \$3,064.55. AUTHORITY shall bill for annual cost for within the SEVENTH quarter of each fiscal year. Payments are due within 30 days of receipt of an acceptable invoice from AUTHORITY. Such invoice shall clearly state the fiscal year and amount due.

Stormwater testing will occur two times per year when rain allows as long as the DISTRICT remains in baseline level. Additional testing may be required if certain exceedances are identified. AUTHORITY will manage the testing lab. DISTRICT will reimburse AUTHORITY for the cost of the lab report test sampling results at cost plus 10%, which varies depending on required tests per rain event, plus consultant analysis and recommended action letter specific to the results and the DISTRICT's facility per rain event where tests are performed at a cost of \$375.00 per sample for FY 18-19.

DISTRICT is required to have a Group Compliant Stormwater Pollution Prevention Plan aligned with Group format. DISTRICT reduced fee of \$2,542.00 is hereby waived due to the fact that the DISTRICT was a previous member within the last 5 years and AUTHORITY will re-use the SWPPP and provide for State re-instatement as a member



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of an official Compliance Group. This fee waiver does require DISTRICT to work collaboratively to streamline the information gathering process.

SECTION IX - Additional Services

The revised permit requires districts who fail certain stormwater tests to be moved into higher levels of compliance. The AUTHORITY is prepared to support the DISTRICT, should the DISTRICT wish to use AUTHORITY for Additional Services related to Level I and Level II compliance. Additional services may be requested by DISTRICT by Purchase Order, or by amendment to this Project Agreement. Requests by Purchase Order for additional services will be considered an amendment to this Project Agreement.

Additional services may be a negotiated lump sum, or be based on time and materials.

Time and Material Rates are as follows:

Technical / EFSG support - \$110.00/hr.
Consultants/Additional Lab/Other – At cost + 10%

Due to the demanding nature of the revised permit, AUTHORITY has negotiated optional additional services DISTRICT may choose from on an as-needed basis. These additional services include, but are not limited to, the items shown in Exhibit A – Optional Additional Services to Support Requirements of the New Permit attached and incorporated herewith by reference. Costs charged according to Exhibit A shall be reimbursed by DISTRICT at cost plus 10%.

Hourly rates and costs for additional services are quoted for FY 18-19. These costs may be adjusted annually thereafter at a maximum of 5% per annum with 30 day written notice to DISTRICT. Should this cost be increased beyond 5% per annum, a written Amendment to the Project Agreement may be requested by DISTRICT.

SECTION X – Cessation of District Bus Maintenance Activities

Should DISTRICT discontinue activities that trigger need for coverage under the Industrial General Permit, DISTRICT will notify AUTHORITY and Authority will assist DISTRICT in filing Notice of Termination with the State Water Resource Control Board at no additional cost.

SECTION XII – Miscellaneous

1. AUTHORITY shall give a minimum of sixty (60) calendar day notice if services are no longer being offered by AUTHORITY.



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
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2. This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. If any provision of this Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.
4. Each Party declares that prior to the execution of this Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding this Project Agreement.

IN WITNESS WHEREOF, EACH PARTY HAS EXECUTED THIS SIXTH PROJECT AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

DATE: _____ <u>SCHOOL DISTRICT:</u> <u>SAN YSIDRO SCHOOL DISTRICT</u> BY: _____ (Signature) Marilyn Adrianzen Chief Business Official 4350 Otay Mesa Road San Ysidro, CA 92173 Board approved:	DATE: _____ <u>AUTHORITY</u> <u>FACJPA AGENCY: SAN DIEGO</u> <u>COUNTY SUPERINTENDENT OF</u> <u>SCHOOLS</u> BY: _____ (Signature) Michael Simonson Assistant Superintendent of Business Services Division 6401 Linda Vista Rd., Rm 506 San Diego, CA 92111
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K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
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Exhibit A
Optional Additional Services to Support Requirements of the New Permit

Beginning FY 18-19

Our primary consultant contract was re-initiated in FY 18-19 and this is the baseline from which future cost of living-type adjustments are to be made. These minimum costs may be adjusted annually after FY 18-19 at a maximum of 5% per annum with 30 day written notice to DISTRICT. Should this cost be increased beyond 5% per annum, a written Amendment to the Project Agreement may be requested by DISTRICT.

The amounts listed below are base costs only. The actual cost will be determined after DISTRICT, AUTHORITY, and Stormwater Consultant have discussed and agreed upon specific need/s. A proposal for Additional Service will be provided to DISTRICT prior to commencement of work. Approval for Additional Service will be obtained via a Purchase Order or an Amendment to this Project Agreement.

The remainder of this page has been left intentionally blank.



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DRY AND WET WEATHER MONITORING SERVICES

Dry and wet weather monitoring and reporting are key elements of the new permit. Wet weather monitoring, if missed, will not be viewed favorably by the State.

Therefore, in order to help DISTRICT to be sure to sample when required, we have negotiated services from our qualified consultant who will deploy personnel to do the required observations, sampling, and reports required, should DISTRICT experience a lack of trained personnel due to circumstances such as illness or attrition, or otherwise prefer to outsource these services on an ongoing basis.

Cost of services is dependent on how many districts opt in during any given period/day and where the district is located. The costs are based on the distance from Miramar Road and the 805 freeway. When more than one district requests a visit in a day, mileage may be calculated from the SEVENTH district to the next and so on if it saves district costs.

If the following services are needed, at least 24 hour notice is required.

Please request a Dry/Wet Weather Service Form from AUTHORITY to receive monitoring services.

See Chart following for rates.

Balance of this page intentionally left blank.



**K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
INDUSTRIAL STORMWATER PERMIT SUPPORT**

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Task Description	Task Breakdown	Comments	Cost 2018/19
Industrial			
NEC Preparation	Prepare the required documents for submittal to the State in the event that a bus maintenance facility has completed all necessary changes in order to qualify for NEC, or is a new discharger who must submit an NEC for a pollutant of concern within their watershed. Applicability determination is expected to occur primarily during annual site visits, and, potentially, through follow-up emails and photos, so no additional site visit has been included in the scope for this task.		\$744
Minor SWPPP revision	Update SWPPP in response to any significant change to the facility, BMPs, or other operational component in accordance with the direction of facility personnel. Provide a proof via email prior to submittal, and subsequently submit the revised SWPPP to the State via SMARTS within 30 days.	Includes updates and up to 2 rounds of revisions based on District comments, upload to SMARTS, prepare COI for certification, guidance to LRP's for certification.	\$386
Minor Site Map revision	Update the site map following any significant change to the District Bus Maintenance facility based on the direction of facility personnel. Provide a proof via email prior to submittal, and subsequently submit the revised site map to the State via SMARTS within 30 days. Types of expected changes include, but are not limited to, alterations of drainage patterns or features, relocation of service or storage areas, or changes to the industrial area boundary.	Includes updates and up to 2 rounds of revisions based on District comments, upload to SMARTS, prepare COI for certification, guidance to LRP's for certification.	\$386
Level 1 ERA Report	Following the exceedance of established NALs, a consolidated ERA Report will be prepared for group members that have entered Level 1. The cost is per facility in Level 1. Per the IGP, a site visit is required to be completed by a Qualified Industrial Storm Water Practitioner (QISP) after entering Level 1 on July 1 st, and prior to October 1st. If possible to do so within permit-based timeframe constraints, the site visit may be covered by other services, such as the annual comprehensive site compliance evaluation; in all other cases an ad-hoc site visit will be required for completion of the evaluation. The report will be prepared and uploaded to SMARTS, and the member district notified when it is ready for certification. The report must be certified by January 1st, and so will be uploaded with ample time for certification.		\$998
Sampling Frequency Reduction Request	In the event that a member has documented monitoring results in compliance with NALs for 8 consecutive GSEs, and all IGP components are also found to be in compliance, a sample frequency reduction request may be prepared and submitted to the Regional Water Quality Control Board (RWQCB). Sampling frequency is not reduced until approved by the RWQCB.	Per district	\$504
Level 2 ERA Action Plan	Review SWPPP, pollutant sources, and BMP implementation. Identify corrections to be made, and make an assessment of the need for structural BMPs. Prepare conceptual design and implementation schedule for structural BMPs where needed. If arguing structural BMPs are not needed, a timeline for preparing the Demonstration Technical Report will be provided. Any update of this plan required in response to comments received by the Water Boards is included.	Per district	\$5,843



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
INDUSTRIAL STORMWATER PERMIT SUPPORT

C#1920-46

Task Description	Task Breakdown	Comments	Cost 2018/19
Level 2 ERA Technical Consult	Consult on the options available to the District for preparation of the Level 2 ERA Technical Report. Based on available results from implementation of the Action Plan, recent monitoring, and knowledge of current BAT/BCT standards, potential scenarios will be discussed with the District. Based on the results of this discussion, a proposal for Level 2 Technical Report services will be prepared for consideration. Includes a site visit, conference with senior staff and/or PE, subsequent meeting notes via informal email, and guidance to District personnel on the selection of the demonstration(s) to pursue.	Per District	\$1,285
Level 2 ERA Technical Report	Describe and evaluate the industrial pollutant and sources associated with the NAL exceedance. Analyze the BMPs implemented at the facility with respect to feasibility and costs of currently available technology, including engineering and economic analyses. The analyses must demonstrate that the BMPs presently on site already meet the BAT or BCT standards, and alternate BMPs may also be proposed. Technically, the Level 2 ERA Technical Report may include any one, or a combination, of the three types of demonstrations (Industrial Activity BMP, Non-Industrial Pollutant Source, and Natural Background Source), however it is not anticipated to complete any technical report that does not include the Industrial Activity BMP Demonstration. Therefore, this task includes the technical report, as prepared with the Industrial Activity BMP Demonstration. If additional Demonstrations are included, they will be charged separately, as detailed below.	Per district	As Negotiated
Level 2 ERA Technical Report Addition - Non-Industrial Pollutant Source Demonstration	Demonstrate that exceedances are caused by run-on from offsite areas, run-on from non-industrial areas of the facility, and/or atmospheric deposition. Monitoring data and analysis of relative contributions, such as pollutant loading analysis, must be included. If monitoring data is not available, the facility will likely need to complete additional special study monitoring to justify the claims provided in the report.	Per district	As Negotiated
Level 2 ERA Technical Report Addition - Natural Background Source Demonstration	Demonstrate that exceedances are due to natural background sources. Typically would include literature review for documentation. If monitoring data is not available, the facility will likely need to complete additional special study monitoring to justify the claims provided in the report. It is unlikely that facilities will be able to show that natural sources are responsible for the NAL exceedance, so it is unlikely that this type of report will ever be completed.	Per district	As Negotiated
Level 2 ERA Technical Report Annual Update	In years following the submittal of the Level 2 ERA Technical Report, an updated report will be prepared in response to any of the following: Exceedances for the same parameter occur Significant changes are noted in the facility's operations or pollutant sources Additional pertinent information becomes available through compliance activities	Per district	\$1,654



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
FACILITY AUTHORITY
INDUSTRIAL STORMWATER PERMIT SUPPORT

C#1920-46

Task Description	Task Breakdown	Comments	Cost 2018/19
BMP Implementation Extension Request	Provide rationale for why an extension in timeline for completing tasks as required per a Level 2 ERA Technical Report is necessary. Provide an updated Level 2 ERA Action Plan, including a revised implementation timeline and a list of interim measures being taken until the structural BMP(s) can be installed.	Per district	\$992
Supplemental Sampling Result Response	Non-QSE sample reports (informal notification of results via email, no SMARTS entry)	Per sampling occurrence	\$98
Sampling Frequency Reduction Request	Per district	Have not utilized previously	\$504
Dry Weather Monitoring and Visual Observation Reports	Up to 20 miles	Distance calculated from D-Max office	\$168
	21-40 miles	Distance calculated from D-Max office	\$236
	41-60 miles	Distance calculated from D-Max office	\$336
	61-90 miles	Distance calculated from D-Max office	\$425
	91-140 miles	Distance calculated from D-Max office	\$536
Wet Weather Tracking, Monitoring and Visual Observation Reports	Up to 20 miles	Distance calculated from D-Max office	\$388
	21-40 miles	Distance calculated from D-Max office	\$504
	41-60 miles	Distance calculated from D-Max office	\$635
	61-90 miles	Distance calculated from D-Max office	\$782
Ad Hoc Site Visit/Meeting	91-140 miles	Distance calculated from D-Max office	\$950
	Per event, as needed in combination with any other service. Assumes up to 1.5 hours at facility. No report is included with this visit.		\$325

Note: When updated permit language becomes available, additional tasks, such as SWPPP updates, will be added as commensurate with the level of effort needed to comply with such requirements.

End of Exhibit A

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo

INITIAL: MP
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY FOR MUNICIPAL STORMWATER PROGRAM SUPPORT (EIGHTH PROJECT)

BACKGROUND INFORMATION:

Under the Federal Water Pollution Control Act ("Clean Water Act"), the United States Environmental Protection Agency has promulgated regulations, known as Phase I and Phase II regulations for permitting storm water discharges; and Phase II regulations require all non-exempt Small MS4s including but not limited to school districts to obtain a National Pollutant Discharge Elimination System Permit.

The Municipal Stormwater Program Support will include: training, continuous improvement to comply with state requirements, assist with reduction of pollutants, and coordinate the implementation of this program and other services as detailed in the agreement.

RECOMMENDATION:

Approve the Eighth Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority for Municipal Stormwater Program Support in an annual amount of \$3,189.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MP

Financial Implications?

Are funds for this item available in the 2019-2020 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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



K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
 FACILITY AUTHORITY JPA PROJECT AGREEMENT
 MUNICIPAL STORMWATER PROGRAM SUPPORT
 C#1920-47 - SYSD



**EIGHTH PROJECT AGREEMENT BETWEEN
 SAN YSIDRO SCHOOL DISTRICT
 AND THE
 K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES
 FACILITY AUTHORITY FOR
MUNICIPAL STORMWATER PROGRAM SUPPORT**

This EIGHTH Project Agreement ("EIGHTH Project Agreement") by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY ("AUTHORITY"), AND SAN YSIDRO SCHOOL DISTRICT, a public school DISTRICT organized and existing under the laws of the State of California ("DISTRICT") is made as of the final date of signature hereto. AUTHORITY and DISTRICT are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

This Project Agreement is entered into in consideration of the following matters:

WHEREAS, under the Federal Water Pollution Control Act ("Clean Water Act"), the United States Environmental Protection Agency has promulgated regulations, known as Phase I and Phase II regulations for permitting storm water discharges; and

WHEREAS, Phase II regulations require all non-exempted Small MS4s including but not limited to school DISTRICTs to obtain a National Pollutant Discharge Elimination System Permit; and

WHEREAS, on April 30, 2003, the State Water Resources Control Board ("SWRCB") has adopted a Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems ("Small MS4 Permit") in order to be in compliance with the requirements of the Clean Water Act, and

WHEREAS, DISTRICT, although not yet designated under the SMS4 Permit, has determined that it is in their best interest to work towards Small MS4 Permit compliance and has decided to work with the San Diego County Superintendent of Schools along with other DISTRICTs in San Diego county to align DISTRICT policies and procedures with the requirements of the Small MS4 Permit; and

WHEREAS, AUTHORITY is offering to provide specific support services to assist DISTRICT to implement their Storm Water Management Plan in alignment with other DISTRICTs to lower costs and simplify implementation; and



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WHEREAS, DISTRICT and AUTHORITY understand that should DISTRICT be officially designated under the Small MS4 Permit by the Regional or State Water Quality Control Board(s), this Project Agreement does not apply and discussions and a separate agreement would need to be done if desired,

AGREEMENT

NOW, THEREFORE, AUTHORITY and the DISTRICT agree as follows:

SECTION I - Purpose of Project Agreement

The purpose of this Project Agreement is:

1. To support the DISTRICT as they join the existing Municipal Storm Water Group under the FACJPA, including providing new member intake, special training, and other support so that DISTRICT may jump start their Municipal Storm Water program.
2. To assist the DISTRICT to make continuous improvement to comply with their Municipal Storm Water Management Plan (SWMP), including providing steps, processes and training to align with current rules, regulations, and best practices for storm water management.
3. To insofar as it is possible under the conditions and duties imposed under the DISTRICT's SWMP, reduce the amount of pollutants in storm water discharge from DISTRICT's facilities and sites and to work to comply with the discharge prohibitions as specified in the Small MS4 Permit, in accordance with the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), and the applicable Regional Water Quality Control Board (RWQCB).
4. To coordinate the establishment, revision, participation, direction and implementation of storm water pollution prevention measures in a fashion that will significantly reduce costs that would otherwise be incurred if the DISTRICT acted to comply individually by having AUTHORITY guide and support multiple DISTRICTs in the same manner and timeline.

SECTION II - Definitions

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Project Agreement have the meanings herein specified.

1. Facility/Site. The term "Facility" shall mean any DISTRICT owned property.



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2. MS4 OR SMS4. The term "MS4" stands for "Municipal Separate Storm Sewer System" and shall mean a system for getting storm water from or off of a Site into other drainage systems, including but not limited to streets, catch basins, curbs, gutters, ditches, parking lots, man-made channels and storm drains.
3. Regional Board. The term "Regional Board" or RWQCB shall mean the applicable Regional Water Quality Control Board.
4. Small MS4 Permit. The term "Small MS4 Permit" shall mean the National Pollutant Discharge Elimination System ("NPDES") General Permit for Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems, adopted by the SWRCB and as amended from time to time.
5. SWMP. The term "SWMP" shall mean the DISTRICT's Storm Water Management Plan.
6. SWRCB. The term "SWRCB" shall mean the State Water Resources Control Board.

SECTION III - AUTHORITY Responsibilities, Deliverables & Schedule

AUTHORITY shall have the following responsibilities:

1. Provide member services as follows within 90 days of execution of this Project Agreement, or at a schedule as mutually determined beneficial to the DISTRICT:
 - a) **New Member Induction (1 time)**: AUTHORITY's Qualified Stormwater Consultant (QSC) will meet with DISTRICT personnel to provide background information on storm water regulations and the services provided by the Municipal Stormwater Group operated by AUTHORITY, as well as introducing the Storm Water Management Plan (SWMP) components. QSC will gather information from the DISTRICT regarding their current level of effort related to existing component activities, discuss the feasibility of achieving preliminary and long term goals, and develop a timeline for goal completion. This task will include the following deliverables:
 - Meeting outline/agenda to facilitate data collection and topic introduction
 - Follow-up email to meeting participants including meeting notes with action items.
 - A site visit will be conducted at one site of the District's choosing. The following are recommended "hot spots" that are beneficial to visit, as applicable:
 - ✓ Maintenance yard
 - ✓ Agricultural facility



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- ✓ Auto shop or similar outdoor activity area
 - A site visit report will be provided using the existing cover letter template currently used for municipal facility site visit reports, modified to clearly present the data for each individual facility separately.
 - Following the preliminary meeting and targeted site visits, a program evaluation report will be produced. The format of this report will be modeled after the existing SWMP Annual Report for existing members. The report will include target completion dates and document current efforts, as established during the preliminary meeting and targeted site visit.
- b) **New Member Stormwater Management Plan (1 time)**: If determined to be desired by the DISTRICT at the time of induction as a group member, we will modify our Group's existing SWMP template to reflect the conditions of the DISTRICT's facilities. An electronic copy of the SWMP will be provided based on the following tasks:

Communication with DISTRICT to determine program component status and provide program guidance.

- Update of the following SWMP components:
 - ✓ Section 2: Update DISTRICT specific data.
 - ✓ Figure 2-1: Prepare a map of the facilities within the District. DISTRICT to provide a table of facilities and corresponding addresses in editable format (GIS shapefile, Excel, or Word).
 - ✓ Tables 3.1, 4.1, 5.1, 6.1, 7.1, and 8.1: Update minor BMP details as needed, update dates and responsible individual columns of the tables, and copy this information into the associated sections of the appendices.
 - ✓ Incorporate feedback from the DISTRICT regarding SWMP components.
- c) **Comprehensive Visit and Report (Annual)**: QSC shall complete one annual inspection of a facility of the DISTRICT's choosing. A written cover letter, "quicklook" task summary, and annual Storm Water Management Plan (SWMP) progress report will be provided from existing templates within 60 days after the site visit. Deliverables will document DISTRICT's program accomplishments, evaluate Best Management Practices for Stormwater (BMP) implementation, summarize corrective actions, and provide recommendations. Visits will be conducted in tandem with industrial member site visits where applicable. All materials and efforts as outlined are in support of the current program approach, while member districts remain undesignated under the Phase II MS4 permit. Upon designation, a new approach may be warranted based on permit requirements, at which time this task and



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associated costs may be revised as mutually agreed upon based on the change in effort.

- d) **Training Event (Annual)**: Present an annually updated formal training session, up to 2 hours, for all DISTRICT staff assigned to attend at the San Diego County Office of Education in Linda Vista, CA. Topics to include, but not be limited to: Storm Water Management Plan (SWMP) implementation, current trends in regulatory focus, and pollutant source management.
 - e) **Training Messages (Monthly)**: AUTHORITY shall provide a monthly Stormwater related training message via email to DISTRICT designated representative to assist DISTRICT with regular training of staff, and recordkeeping of that training.
 - f) **General Assistance**: AUTHORITY shall provide phone and email support for questions or concerns related to the implementation of the DISTRICT's SWMP or related issues. Should an issue require more than 1-hour of specific support or any outside consultant services, AUTHORITY will provide a proposal for Additional Services and if DISTRICT wishes to hire AUTHORITY to assist, a separate Amendment to this Project Agreement will be entered and signed by both parties.
2. Periodically throughout the year, AUTHORITY identifies various specific support tools, such as stormwater themed calendars, posters, or other materials. Said materials will be offered to DISTRICT via Truck Mail for DISTRICT to distribute to their sites and administrative centers as they deem appropriate. AUTHORITY works on behalf of the DISTRICT to obtain said materials at no cost. Should items be identified that would incur a cost to the DISTRICT, said offerings will be at the sole option of the DISTRICT to purchase and implement outside of this Project Agreement.
3. AUTHORITY shall conduct required selection processes to hire appropriate consultants on behalf of the DISTRICT. AUTHORITY shall ensure that all consultants are selected in accordance with all applicable laws, including the Education Code and Public Contract Code. AUTHORITY shall further ensure that all consultants selected are appropriately licensed or certified, as applicable. The AUTHORITY shall enter into such agreements as it determines to be necessary.



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SECTION IV - Responsibilities of DISTRICT

The DISTRICT shall have the following responsibilities:

1. The DISTRICT shall work reasonably with AUTHORITY to facilitate the annual visits.
2. The DISTRICT shall be responsible for the costs associated with the DISTRICT's staff or administrative time expended to comply with the terms and conditions of their SWMP.
3. The DISTRICT shall provide reasonable access to personnel for interviews and site walks as needed for startup and ongoing services.
4. The DISTRICT shall provide an appropriate meeting room for the start-up training session.

SECTION V - Penalties and Fines

Any penalties or fines levied by a regulatory agency which are the result of noncompliance with the terms of the Small MS4 Permit, or any other stormwater related issues shall be the sole responsibility of the DISTRICT.

SECTION VI – Record Retention

The AUTHORITY shall retain all records related to this Project Agreement for a period of five (5) years, notwithstanding that DISTRICT shall be responsible for maintaining its own records.

SECTION VII - Term and Additional Parties

This Project Agreement shall become effective on the date of final approval by the AUTHORITY and shall remain in effect until the DISTRICT provides a written request to terminate this Project Agreement to AUTHORITY 30 days in advance of termination date. It is intended that this Agreement can be extended or amended consistent with the intent of the parties.

SECTION VIII – Fees & Billing

1. AUTHORITY shall receive the following fees for the **new or returning member startup services**, to be invoiced upon completion of services:
 - a) New Member Induction (1 time): \$2,500 – Waived. The DISTRICT has opted for us to resume our services from 2015 and use existing data. Thus, we will incorporate a minor update in the Annual Visit for 18/19 FY.



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- b) New Member Stormwater Management Plan (SWMP) (1 time): \$1,115 – Waived. The DISTRICT has opted to continue use of the SWMP currently on file.
- 2. AUTHORITY shall be paid a fixed fee of **\$3,189 per fiscal year for ongoing services** which include the following:
 - ✓ Comprehensive Visit and Report (Annual)
 - ✓ Training Event (Annual)
 - ✓ Training Messages (Monthly)
 - ✓ General Assistance
 - ✓
- 3. AUTHORITY shall bill for annual cost for municipal stormwater support within the EIGHTH quarter of each fiscal year and may be made by fiscal transfer for San Diego County districts.
- 4. Payments are due within 30 days of receipt of an acceptable invoice from AUTHORITY.

SECTION IX - Additional Services

Additional services may be requested by DISTRICT. Requests for additional services must be in writing and will become an amendment to this Project Agreement. Additional services may be a negotiated lump sum, or be based on time and materials. Rates are as follows:

Technical support - \$110.00/hr.
 Consultants/Lab/Other – At cost + 10%

SECTION X - Disposition of Funds Upon Termination

Should the DISTRICT or AUTHORITY terminate their involvement, there will be no refund due if the annual visit has occurred for that fiscal year. Should this Project Agreement be terminated prior to the annual visit, and the annual fee is not paid, there will be no amount due. Should this Project Agreement be terminated after payment, but prior to the annual visit, a refund will be made for services not yet provided as determined jointly by AUTHORITY and DISTRICT.

SECTION XI - Miscellaneous

- 1. AUTHORITY shall give a minimum of sixty (60) calendar day notice if services are no longer being offered by AUTHORITY.



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2. This Project Agreement shall only be effective upon execution by both the AUTHORITY and DISTRICT.
3. This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. If any provision of this Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.
5. Each Party declares that prior to the execution of this Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding this Project Agreement.

IN WITNESS WHEREOF, EACH PARTY HAS EXECUTED THIS SIXTH PROJECT AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

DATE: _____ <u>SCHOOL DISTRICT:</u> <u>SAN YSIDRO SCHOOL DISTRICT</u> BY: _____ (Signature) Gina Potter Ed.D Superintendent 4350 Otay Mesa Road San Ysidro, CA 92173	DATE: _____ <u>AUTHORITY</u> <u>FACJPA AGENCY: SAN DIEGO COUNTY</u> <u>SUPERINTENDENT OF SCHOOLS</u> BY: _____ (Signature) Michael Simonson Assistant Superintendent of Business Services Division 6401 Linda Vista Rd., Rm 506 San Diego, CA 92111
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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH GRAND CANYON UNIVERSITY – STUDENT TEACHING PROGRAM

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Grand Canyon University to support various Intern Programs. Grand Canyon University specializes in specific areas of need for San Ysidro School District.

RECOMMENDATION:

Approve the agreement with Grand Canyon University to support student teaching placements effective August 9, 2019 through June 4, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>mm</u>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> 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

**Student Teaching Affiliation Agreement
Between
Grand Canyon University
And
San Ysidro School District**

1. **Parties:** This agreement is entered into on this ___ day of _____ by and between Grand Canyon University and **San Ysidro School District** located at **4350 Otay Mesa Road, San Ysidro, CA 92173**. Hereafter referred to as the “District.”
2. **Purpose:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of Grand Canyon University may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **Term:** The term of this Agreement begins ___ and ends **6/4/20**.
4. **Compliance with Handbook and Policy:** Grand Canyon University and Grand Canyon University’s participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and Grand Canyon University. Prior to assignment of students to the District, Grand Canyon University will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in Grand Canyon University’s student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **Cooperating Teachers:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback, and mentoring to Grand Canyon University’s participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. Grand Canyon University shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and Grand Canyon University shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.

6. **Confidentiality:** Grand Canyon University shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about Grand Canyon University to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.

7. **Indemnification and Hold Harmless:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure. To the fullest extent permitted by law, GCU shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents harmless from any and all claims, demands, causes of actions, costs, expenses, liability, loss, damage, or injury 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 GCU, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the GCU'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.

8. **Assignment:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

9. **Notices:** Notices under this agreement shall be mailed or delivered to the parties as follows:

University Dr. Kimberly LaPrade Dean, College of Education Grand Canyon University 3300 West Camelback Road Phoenix, Arizona. 80517	District
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10. **Modification of Agreement:** This agreement may be modified only by written amendment executed by all parties.

11. **Termination:** Either party, upon thirty (30) days' written notice to the other party, may terminate this agreement.

12. **Partnership/Joint Venture/Employment**: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

13. **Nondiscrimination**: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. **Responsibilities of Grand Canyon University**

- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- B. Grand Canyon University agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. Grand Canyon University requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
- D. Grand Canyon University will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Combined Single Limit
\$2,000,000 General Aggregate
\$1,000,000 Products Aggregate

\$1,000,000 Personal Injury
\$5,000 Medical Payments

Coverage:
Premises/Operation Liability

Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors

ii. Professional Liability, as related to Educational Services

Limits of Liability:

\$1,000,000 each wrongful act
\$1,000,000 aggregate

iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: Dr. Kimberly LaPrade By _____
(Signature) (Signature)

Name Dr. Kimberly LaPrade
(Please print or type)

Name _____
(Please print or type)

Title: Dean, College of Education

Title: _____

Date: 7/2/19

Date: _____

Dr. Kimberly LaPrade
Dean, College of Education
Grand Canyon University

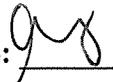
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 8, 2019

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

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

INITIAL: 
 Informational
 Action

AGENDA ITEM: CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT - AMENDMENT NO. 2

BACKGROUND INFORMATION

The California State Department of Education has amended the Preschool & Child Development contract CSPP-8470 for fiscal year 2018-19.

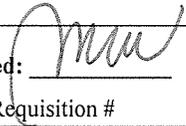
This amendment is to include language related to the San Diego County Pilot Plan as approved by the California Department of Education dated December 24, 2018. The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 27915.0 and inserting 27,913.0 in place thereof.

RECOMMENDATION:

Approve Amendment No. 2 to the California State Department of Education Contract No. CSPP-8470 for the Preschool & Child Development Programs fiscal year 2018-2019 adding contract language to include the San Diego County Pilot Plan as approved by the California Department of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

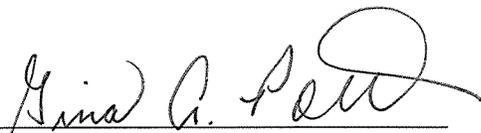
N/A
(Amount)

N/A
(Name of funding source and/or location)

12-00-6105-000-0001
(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



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19

Amendment 02

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

New San Diego County Pilot Participant

DATE: July 01, 2018

CONTRACT NUMBER: CSPP-8470

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6837-00-8

CONTRACTOR'S NAME: SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2018 designated as number CSPP-8470 and Amendment #01 (Budget Act) shall be amended in the following particulars but no others:

The Contractor agrees to comply with the SAN DIEGO COUNTY PILOT PLAN as specifically approved by letter from the California Department of Education, dated December 24, 2018 with an Effective Date of March 25, 2019. The Contractor must meet the specifications of the STATE PRESCHOOL PROGRAM REQUIREMENTS; except where the SAN DIEGO COUNTY PILOT PLAN allows for exceptions.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$1,344,273.00. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 27915.0 and inserting 27,913.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,344,273	(OPTIONAL USE) 0656 23038-6837				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,344,273	ITEM 30.10.010. 6100-196-0001	CHAPTER 29	STATUTE 2018	FISCAL YEAR 2018-2019	
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			



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TOM TORLAKSON
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

December 24, 2018

Dezerie Martinez, LPC Coordinator
San Diego County Office of Education
6401 Linda Vista Road, Room 315
San Diego, CA 92111-7319

Dear Ms. Martinez:

Subject: Request for Additional Information for the San Diego County Pilot Plan Template

Thank you for submitting your San Diego County Pilot Plan Template, dated December 5, 2018.

The California Department of Education, Early Learning and Care Division (ELCD), Pilot Team reviewed the San Diego County Pilot Plan Template, application, and needs assessment documents.

As the ELCD Pilot Team reviewed the plan, we gave special attention to the goals that San Diego County had set and the child care issues that San Diego County is trying to resolve by participating in the Pilot.

Template items 3 and 16 are approved as follows:

Item 3: Children enrolled in part-day California State Preschool Programs, may be eligible for up to two 180-day periods within a 24-month period without the family being certified as a new enrollment each year (EC 8263).

San Diego County will need to monitor this measurable outcome, as the ELCD Pilot Team will use this as an evaluation criteria.

Item 16: Authorize local flexibility for transfer of funds among contractors to maximize fund use in the county by allowing transfers outside the Voluntary Temporary Transfer of Funds (VTT) windows of opportunity currently established by EESD (EC 8275.5). San Diego's proposed policy will allow VTT windows between calendar days 1-15 in August, November, February, and May.

Item 16 is approved as follows:

The VTT of funds may occur between the calendar days of the 1st through the 15th in November, February and May to increase the local flexibility for transferring funds amongst participating agencies.

As part of Item number 16, the request to include the month of August to allow VTT of funds is not approved and further clarification is needed of San Diego County chooses to include at a future time. San Diego County has indicated that allowing transfers during the month of August will decrease the amount of unearned funds in San Diego County. Due to the early timeline and lack of earnings data during this period, the current justification does not support your request.

The following items were not approved:

Item 5: Authorized threshold for subsidized care for Title 5 contractors in San Diego County without the inclusion of military housing allowance in the calculation of family income. The information provided as Attachment B, page 3, does not support the proposed local policy changes.

The ELCD Pilot Team requests information on how many families would be affected by this change.

Item 9: For seeking permanent housing, services shall occur on no more than five (5) days per week and for less than 32.5 hours per week *California Code of Regulations*, Title 5 (5CCR)18091.

This provision will become effective July 1, 2019. If San Diego County wants to resubmit the proposed policy change, the ELCD Pilot Team will need additional information.

The ELCD Pilot Team requests the reasons that families need additional hours to search for housing and examples. Additionally, please provide the number of children that may be affected by this policy which may be used as a baseline.

Item. 10: For seeking employment, services shall occur on no more than five (5) days per week and for less than 32.5 per week (5CCR) 15056.5.

The Template needs assessment does not indicate or provide evidence to support the need for increasing seeking employment services beyond the authorized days and hours per day. Please provide reasons why families seeking employment need additional hours and the number of children that may be affected by the policy.

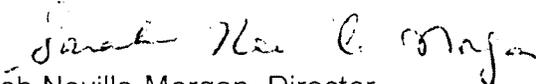
If San Diego County wishes to submit the additional information to the ELCD Pilot Team, the next window of opportunity for submitting a plan modification is the 1st through the 15th of February, 2019.

Dezerie Martinez, LPC Coordinator
San Diego County Office of Education
Page 3

The ELCD Pilot Team appreciates your commitment and your willingness to work with us toward implementing policies that will benefit San Diego County's children and families.

If you have any questions about the information we have requested, please contact us by email at ELCDPilots@cde.ca.gov or contact Irene Martinez by phone at 916-323-1342.

Sincerely,


Sarah Neville-Morgan, Director
Early Learning and Care Division

SNM:im

Proposed Local Policy	What data collected in the "needs assessment" supports superseding state law for this local policy?	What goal does this meet?	Expected Measurable Outcomes
<i>Reimbursement Rates</i>			
For seeking permanent housing, services shall occur on no more than 6.5 hours per day, five (5) days per week and for less than 32.5 hours per week (5CCR 18091).	Longer hours of care per week are needed for those seeking housing, given the location of center-based care, the size of the county, and commute to/from child care and house search activities. Limited affordable housing availability compounded with Median Income Level, Self Sufficiency Income Level, Regional Gaps in Subsidized Child Care Enrollment, and Housing Affordability, further reflects the need for this proposed policy change (see attachment B). San Diego County 2016-17 Annual Homeless Education Data reports 57 children aged 0-2 and 371 children aged 3-5, collected by district (see attachment E). CDE reports 15 children being served for family seeking housing/ homelessness (see attachment F).	To better meet the needs of families in San Diego County, extending care for those seeking permanent housing will promote stable care and decrease unearned CSPP funds.	The number of children being served for 'family seeking housing/ homelessness' will increase, the number of children enrolled in full day services will increase, and the amount of unearned funds will decrease over the next 5 years. CDE reports 15 children being served for the purpose of family seeking housing/ homelessness (see attachment B), 3688 children enrolled in CSPP Full Day (see attachment G), and 85% CSPP MRA earned (see attachment D). This data will be used to measure outcomes in years to come.
For seeking employment, services shall occur on no more than 6.5 hours per day, five (5) days per week and for less than 32.5 hours per week (5CCR 15056.5).	Longer hours of care per week are needed for those seeking employment given the location of center-based care, the size of the county, and commute to/from child care and employment search activities. Median Income Level, Self Sufficiency Income Level, Regional Gaps in Subsidized Child Care Enrollment, and Housing Affordability, further support the need for extended hours of care per week (see attachment B). CDE reports 573 children served with primary reason for care being 'Seeking Employment' during the 2016-17 fiscal year (see attachment F).	To better meet the needs of families in San Diego County, extending care for those seeking employment will promote stable care and decrease unearned CSPP funds.	The number of children being served for 'seeking employment' will increase, the number of children enrolled in full day services will increase, and the amount of unearned funds will decrease over the next 5 years. CDE reports 573 children being served for families seeking employment (see attachment B), 3688 children enrolled in CSPP Full Day (see attachment G), and 85% CSPP MRA earned (see attachment D). This data will be used to measure outcomes in years to come.
<i>Fees</i>			
<i>Methods of Maximizing the Efficient use of Subsidy Funds</i>			
Authorize local flexibility for transfer of funds among contractors to maximize fund use in the county by allowing transfers outside the VTF transfer opportunity windows currently established by EEC [EC 8275.5].	Current VTF windows established by CDE prevent contractors from transferring funds early in the fiscal year when they identify programmatic difficulties in earning their full contract (Ex. licensing or facilities issues). Allowing VTF windows between calendar days 1-15 in August, November, February, and May will decrease the amount of unearned funds in San Diego County.	This proposed local policy will reduce unearned contract funds within the county.	Allowing VTF windows between calendar days 1-15 in August, November, February, and May will decrease the amount of unearned funds allocated to San Diego County. CSPP and CCTR programs left \$10,378,243.44 unspent within San Diego County (see attachment D). It is expected that the amount of unearned funds will decrease over the next 5 years.

**SAN DIEGO AGENCIES WITH SIGNED AGREEMENTS TO PARTICIPATE IN THE
SAN DIEGO CHILD CARE SUBSIDY PILOT**

AGENCY
AKA Head Start - B786
Borrego Springs School District - 6798
Boys & Girls Clubs of Greater San Diego - H406
Cajon Valley School District - 6799
Chicano Federation - Q118
Child Development Associates - T007
Children of the Rainbow - Q804
Children's Paradise - V273
Chula Vista Elementary School District - 6802
Community Action Partnership of San Luis Obispo County - B621
Coronado Unified School District - 6803
Easter Seals - 6868 W929
Escondido Community Child Development Center - B794
Educational Enrichment Systems - H521
Escondido Union School District - 6809
Fallbrook Child Development Center - H543
Fallbrook Elementary School District - 6811
Grossmont College/Cuyamaca College - 6814
Healthright 360 - A670
Higher Learning Academy - A063
King Chavez Academy - Z530
La Mesa/Spring Valley School District - 6819
Lakeside School District - 6818
Lemon Grove School District - 6820
MAAC - H677
Mountain Empire - 6821
National School District - 6822
The Neighborhood House Association - B801
North County Community Services - B803
Oceanside School District - 7356
Palomar College - 6827
Poway Unified School District - 6829
Quality Children's Service - Q862
Renu Hope - B540
San Diego Unified School District - 6833
San Ysidro School District - 6837
Santee Elementary School District - 6836
SDCOE - 1037
San Diego State University Children's Center - H378
South Bay Union School District - 6839
UCSD Regents - 3006
Vallecitos Elementary - 6843
Warner Springs Elementary - 6846 7541
YMCA of San Diego County - H945