

San Ysidro School District Governing Board

AGENDA

Thursday
May 9, 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.

La Mirada School
Auditorium
222 Avenida De La Madrid
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, MARCH 14, 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, March 14, 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 Ave, 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: 5:01 p.m.

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

Mrs. Irene Lopez, Board President

Mr. Humberto Gurmilan, Board Vice-President

Mr. Antonio Martinez, Board Clerk

Mr. Rudy Lopez, Member- *Absent working out of town*

Mrs. Rosaleah Pallasigue, Member

3. AGENDA

The Board approved the agenda.

Motion: Martinez Second: Pallasigue Vote: 4-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

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

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

5.1 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION

(Colom/Madera)

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

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

OAH Case No.: 2018110004

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. San Ysidro School District, et. al.

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

5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 3

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

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

RECONVENED into OPEN SESSION at 6:05 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

- 1) Joseph Sanchez, Legal Counsel, on behalf of the Board- Item 5.1- The Board approved a settlement agreement in the Office of Administrative Hearings, Case No. 2018110004. The motion was made by Board Member Irene Lopez, seconded by Board Member Rosaleah Pallasigue with 4 votes in favor and 0 votes against. Information regarding the settlement agreement will be made available upon inquiry.

6. CALL TO ORDER Who: President I. Lopez Time: 6:05 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- *Absent working out of town*
Mrs. Rosaleah Pallasigue, Member

8. FLAG SALUTE by Inamarie Samson, Vista Del Mar Middle School Student

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata/Colom)

9.1 Vista Del Mar Middle and San Ysidro Middle School Boys & Girls Basketball Teams - Omar Calleros

9.2 Manuel Bojorquez: ACSA Region 18 Honoree - Manuela Colom

9.3 Community Advisory Committee (CAC) Recognition: Irma Beltran - Oscar Madera

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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

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

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

None at this time.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Clerk Martinez, Commented: 1) Thanked everyone for attending. 2) Thanked Principal Little for hosting the Board Meeting. 3) Enjoys this positivity. 4) Thanked Dr. Potter and staff for all the work they do. 5) Would like the Teacher of the Year and Classified Employee of the Year pictures back on the wall at the District Office. Recognized Zenaida Rosario for being Teacher of the Year twice.

Member Pallasigue, Commented: 1) Thanked Mr. Little for hosting the Board Meeting. 2) No district is without challenges. With the right people in place, issues can be quickly resolved in a manner that's best for students and teachers. 3) It's nice to see students doing the flag salute. 4) Thanked all teachers and principals for facilitating Read Across America. 5) Would like more parent involvement on the Parent Task Force. 6) Promise Neighborhood will open up a lot of doors and resources. 7) Congratulated Mr. Bojorquez and Ms. Beltran for their recognitions.

Vice-President Gurmilan, Commented: 1) Thanked Principal Little for hosting the Board Meeting. 2) It's awesome to see positivity and students' faces when they receive their awards. 3) Read at three schools for Read Across America. 4) On election night, when he found out that he was going to be on the Board, someone approached him and wished him good luck because he was going to be on the San Ysidro Board. He recently attended the Legislative Action Committee meeting and a Board Member from the San Diego County Office of Education told him that she was hearing great things about San Ysidro School District and how we were turning things around. This is due to everyone that is working hard in this District. 5) We will see more positive things coming.

President Lopez, Commented: 1) Read at the Child Development Center for Read Across America. 2) We were going through a dark road and now we are shining because of staff's hard work. Students are progressing and are being recognized for that. We are going in the right path thanks to staff. 3) Thanked Dr. Potter for opening the doors for us. 4) Special Education Funding Assembly Bill 428 Medina, is going to the Legislature. We need to start sending letters to Legislators because there isn't sufficient money for services for our students and they have the right to opportunities. 5) Thanked the Board for working together.

Superintendent Potter, Commented: 1) Thanked Principal Little for hosting the Board Meeting. 2) Enjoyed reading to Zenaida Rosario's class for Read Across America. 3) Congratulated Smythe and San Ysidro Middle School principals for having Spelling Bee contestants. 4) Thanked Veronica Medina for coordinating the Payless Shoes donation and for the blanket distribution for our students and their families. 5) Thanked Oscar Madera, Director of Special Education, for visiting La Mirada and Vista Del Mar Middle Schools Special Education classrooms with the Board and administration. 6) Thanked President Irene Lopez and Vice President Humberto Gurmilan for attending the Legislative Action Committee Meetings advocating for better school funding in California and better services for our students. 7) Acknowledged Mr. Bojorquez for being interviewed on KUSI news. We are proud that he's representing our District. 8) Thanked Mr. Burciaga for hosting the Sunset School visit. 9) Read commendations from the Child Nutrition Program state audit and congratulated staff.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1 Student & Family Services Board Update - Student & Family Services Manager, Veronica Medina
- 12.2 Second Interim Budget Report - Chief Business Official, Marilyn Adrianzen
- 12.3 General Obligation Bond Presentation - Time Certain: 7:30 p.m. - President of DS&C, Dale Scott

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of February 21, 2019 and the minutes of the Special Board meeting of February 21, 2019.

Motion: Pallasigue Second: Gurmilan Vote: 4-0

13.2 ACCEPTANCE OF THE REVISED PROMISE NEIGHBORHOODS GRANT TO PROVIDE SERVICES BY SOUTH BAY COMMUNITY SERVICES (Colom/Calleros)

The Board accepted the revised Promise Neighborhoods Grant and services. The estimated value of annual services dedicated to the San Ysidro area is \$1.7 million for a period of 5 years with an in-kind match of \$400,000 annually for space, staff time and services that the district already provides to support student educational progress.

Motion: Martinez Second: Gurmilan Vote: 4-0

13.3 SECOND INTERIM BUDGET REPORT FOR FISCAL YEAR 2018-19 (Adrianzen)

The Board approved the 2018-19 Second Interim Budget Report.

Motion: Pallasigue Second: Martinez Vote: 4-0

13.4 RESOLUTION NO. 18/19-0042 CESAR CHAVEZ DAY (Zummo/Colom)

The Board adopted Resolution No. 18/19-0042 celebrating the life, values and sacrifices of Cesar Chavez by honoring his birthday on March 31st as “Cesar Chavez Day.”

Motion: Martinez Second: Gurmilan Vote: 4-0

13.5 FIRST READING OF REVISED BOARD BYLAWS- 9000 SERIES (Potter)

The Board approved first reading of revised Board Bylaws - 9000 series.

Motion: Gurmilan Second: Pallasigue Vote: 4-0

13.6 2019-2020 CLASSIFIED (10 MONTH – 209 DAY) WORK CALENDAR (Zummo)

The Board approved the 2019-2020 Classified (10 Month – 209 Day) Work Calendar.

Motion: Pallasigue Second: Martinez Vote: 4-0

13.7 2019-2020 CLASSIFIED (10 MONTH – 213 DAY) WORK CALENDAR (Zummo)

The Board approved the 2019-2020 Classified (10 Month – 213 Day) Work Calendar.

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

13.8 2019-2020 CLASSIFIED (11 MONTH) WORK CALENDAR (Zummo)

The Board approved the 2019-2020 Classified (11 Month) Work Calendar.

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

13.9 2019-2020 CLASSIFIED (12 MONTH) WORK CALENDAR (Zummo)

The Board approved the 2019-2020 Classified (12 Month) Work Calendar.

Motion: Pallasigue Second: Gurmilan Vote: 4-0

13.10 2020-2021 CLASSIFIED (10 MONTH – 209 DAY) WORK CALENDAR (Zummo)
The approved the 2020-2021 Classified (10 Month – 209 Day) Work Calendar.

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

13.11 2020-2021 CLASSIFIED (10 MONTH – 213 DAY) WORK CALENDAR (Zummo)
The Board approved the 2020-2021 Classified (10 Month – 213 Day) Work Calendar.

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

13.12 2020-2021 CLASSIFIED (11 MONTH) WORK CALENDAR (Zummo)
The Board approved the 2020-2021 Classified (11 Month) Work Calendar.

Motion: Pallasigue Second: Gurmilan Vote: 4-0

13.13 2020-2021 CLASSIFIED (12 MONTH) WORK CALENDAR (Zummo)
The Board approved the 2020-2021 Classified (12 Month) Work Calendar.

Motion: Pallasigue Second: Gurmilan Vote: 4-0

13.14 2019-2020 CERTIFICATED WORK CALENDAR (Zummo)
The Board approved the 2019-2020 Certificated Work Calendar.

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

13.15 2020-2021 CERTIFICATED WORK CALENDAR (Zummo)
The Board approved the 2020-2021 Certificated Work Calendar.

Motion: Martinez Second: Pallasigue Vote: 4-0

13.16 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #154 FOR PATHWAYS EXTENDING LEARNING PROGRAM (Zummo)

The Board approved/ratified Memorandum of Understanding between the San Ysidro School District and the California School Employees Association & its Chapter #154 for SYSD Pathways stipend signed on March 7, 2019.

Motion: Martinez Second: Pallasigue Vote: 4-0

14. CONSENT CALENDAR

The Board approved the Consent Calendar.

Motion: Martinez Second: Pallasigue Vote: 4-0

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Zummo)

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

14A.1 Classified Substitute Staff

RESIGNATION (Zummo)

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

14A.2 Classified Staff

Daniel Camberos, Moises Camberos, Ernesto Marquez, Susana Anaya, Gianfranco Fimbres, Jorge Alvarez	Integrated Pest Management for School Facilities	El Centro, CA	April 18, 2019	\$150.00	General Fund
Gina A. Potter, Irene Lopez, Humberto Gurmilan, Rudy Lopez, Rosaleah Pallasigue	CSBA Masters in Governance (MIG Course, MIG Course 2, MIG Course 3, MIG Course 4 and MIG Course 5)	SDCOE	September 6, 2019 September 7, 2019 October 18, 2019 October 19, 2019 October 26, 2019	\$7,475.00 (approx.)	General Fund
Consuelo Carranza, Cynthia Mosqueda, Christopher Brown, Irene Herrera	USD Leadership Training	San Diego	March 2, 2019	\$40.00	Title I Fund

14D. BUSINESS

14D.1 PURCHASING REPORT (Adrianzen)

The Board ratified the following purchase orders incurred by the District during the period of February 4, 2019 through March 4, 2019.

14D.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of February 7, 2019 through March 4, 2019 for a total expenditure of \$722,873.64.

14D.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$1,838.25 to help support and enrich our educational programs.

14D.4 AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC. FOR COBRA ADMINISTRATIVE SERVICES (Adrianzen)

The Board ratified the agreement with Gallagher Benefit Services, Inc. to provide COBRA Administrative Services Agreement effective January 1, 2019 to December 31, 2019.

14D.5 AGREEMENT WITH A TO Z BUS SALES FOR RENTAL OF VEHICLE - AMENDMENT NO. 1 (Adrianzen/Azevedo)

The Board ratified Amendment No. 1 to the A2Z Bus Sales Agreement for the rental of one (1) additional vehicle for the remainder of school year 2018-19 at an estimated cost of \$15,000.00 from the General fund.

14D.6 PURCHASE OF VEHICLE (Adrianzen/Azevedo)

The Board ratified the purchase of one (1) 2018 Ford Transit (Van) for the Transportation Department at a cost of \$28,871.49 from the General fund.

14D.7 AGREEMENT WITH FRONTLINE EDUCATION FOR AESOP ATTENDANCE SERVICES (Zummo)

The Board approved the agreement with Frontline Education for the 2019-20 Annual Subscription for the AESOP Absence and Substitute Management Services at a cost of \$15,331.81 from the General fund.

14D.8 MEMORANDUM OF UNDERSTANDING WITH WESTED FOR THE ADMINISTRATION OF THE CALIFORNIA HEALTHY KIDS SURVEY (Colom)

The Board approved/ratified the Memorandum of Understanding with WestEd for the administration of the California Healthy Kids Survey for school year 2018-19 at no cost to the District.

14D.9 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH NEW HAVEN YOUTH AND FAMILY SERVICES (Colom/Madera)

The Board approved/ratified the San Diego County Nonpublic School Master Contract with New Haven Youth and Family Services to provide residential treatment services to a student with special needs for school year 2018-2019 at a cost up to \$55,228.41 from Special Education fund.

14D.10 AGREEMENT WITH THE ED LADDER ORGANIZATION FOR EDUCATIONAL TUTORING (Colom/Medina)

The Board approved the agreement with the Ed Ladder Organization to provide educational tutoring services to homeless students from all schools in the District at a cost not to exceed \$50,000.00 from the McKinney-Vento Fund.

14D.11 AGREEMENT WITH MANO A MANO FOUNDATION (Colom/Aviles)

The Board approved the agreement with the Mano A Mano Foundation for parent education workshops at Vista Del Mar Middle School during the months of April through May, 2019 at a cost of \$4,000.00 from Title I funds.

14D.12 EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD – AMENDMENT NO. 2 (Colom/Medina)

The Board accepted Amendment No. 2 to the Grant Award from the Education for Homeless Children and Youth Program to provide supplemental services for District’s homeless children and youth.

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

15. ADJOURNMENT Time: 8:49 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: May 9, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: APPOINTMENT OF MEMBER TO THE CITIZENS' OVERSIGHT COMMITTEE

BACKGROUND INFORMATION:

The Oversight Committee is formed to implement a recommendation of the "Grand Jury Audit of the San Ysidro School District Bonds" prepared by the County of San Diego Office of Audit and Advisory Services where it stated: "implement a Bond Oversight Committee to monitor SYSD's use of remaining bond proceeds." Based upon the Grand Jury recommendations, The Oversight Committee will be independent, vigorous in its efforts, and promptly alert and report, to the public, any waste or improper expenditure of school construction bond money.

The Oversight Committee shall consist of seven (7) members and at no time consist of less than five (5) members, subject to the provisions of Sections 2.0 of the ByLaws and any vacancies which may occur. The Oversight Committee may not include any employee or official or any vendor, contractor or consultant of the District. Applications from prospective members were reviewed to ensure that the following positions were filled.

The Oversight Committee shall include all of the following positions:

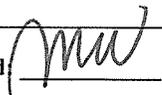
- (a) One (1) member who is active in a business organization representing the business community located within the District;
- (b) One (1) member who is active in a senior citizen's organization;
- (c) One (1) member who is active in a bona fide taxpayer association;
- (d) One (1) member shall be the parent or guardian of a child enrolled in the District;
- (e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent Teacher Association or school site council.
- (f) Two (2) members shall be Community Members at Large.

RECOMMENDATION:

Approve the appointment of member to the Citizens' Oversight Committee – Taxpayer Group member, Gloria McKearney.

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

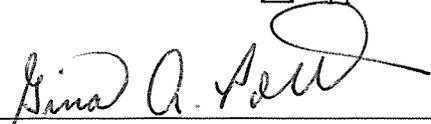
N/A
(Amount)

N/A
(Name of funding source and/or location)

(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: May 9, 2019

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

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

INITIAL: *Fl*
 Informational
 Action

AGENDA ITEM: NAMING OF FACILITY AT WILLOW ELEMENTARY SCHOOL

BACKGROUND INFORMATION:

In accordance with Board Policy 7310(a), Naming of Facility, which states: A Citizen Advisory Committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration. Francisco Mata, Coordinator, Public Relations & Community Services, lead the process of gathering the names of potential Citizen Advisory Committee members, which include San Ysidro citizens and Willow Elementary administrators, staff and parents.

The Board appointed the Citizen Advisory Committee for possible naming of a Willow Elementary School Facility at the January 24, 2019 Governing Board Meeting. The Citizen Advisory Committee met on March 20, 2019 to review name suggestions and came to an agreement to submit a recommendation to the Board at the May 9, 2019 Governing Board Meeting.

RECOMMENDATION:

Approve the Citizen Advisory Committee's recommendation to rename the Willow Library as the Ramon Parra Library.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: *mw*

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Human Resources
Linda Gonzales, Human Resources
and Credentialing Coordinator

INITIAL: 
 Informational
 Action

AGENDA ITEM: CERTIFICATED MANAGEMENT CONTRACT/OFFER OF
EMPLOYMENT FOR EXECUTIVE DIRECTOR, HUMAN RESOURCES

BACKGROUND INFORMATION:

Administration recommends approval of the temporary Certificated Management Contract/Offer of Employment for Executive Director, Human Resources, Glenn Heath effective May 20, 2019.

Name	Position	Location	Effective Date
Heath, Glenn	Temporary Executive Director, Human Resources	District Office	05/20/19

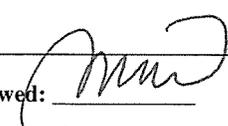
RECOMMENDATION:

Approve the temporary Certificated Management Contract/Offer of Employment for Glenn Heath as listed above.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?
 Yes No

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

Requisition #

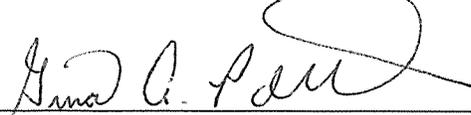
See contract
(Amount)

General
(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

SAN YSIDRO SCHOOL DISTRICT

TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT

**Glenn Heath
4450 Scenic Lane
La Mesa, CA 91941**

The Board of Trustees hereby offer you employment in the management position, Temporary Executive Director, Human Resources, on the terms and conditions set forth herein. This offer is conditioned upon the following.

1. Your salary for service during the school year in the above named position will be at a daily rate of **\$609.84**.
2. Your interim service in the above named position will begin May 20, 2019. Your work calendar will be a minimum of 3 days per week, not to exceed 5 days per week. Your employment may be terminated at any time, with or without cause, at the discretion of the Board. Your employment shall cease effective upon date of hire of the new Executive Director, Human Resources, if not sooner.
3. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and condition of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.
4. Said salary shall not exceed allowable STRS income limitations which is \$45,022 for the 2018-2019 school year and \$46,451 for the 2019-2020 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.
5. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.
6. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.
7. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.
8. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.
9. Pursuant to Education code section 44839.5, you are required to submit a medical certificate on a form furnished by the District showing that you are free from any disabling disease unfitting you to instruct or associate with children prior to beginning your employment with the District.
10. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed: _____ **13.4**
Gina Potter., Superintendent

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I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have the credentials or certificates authorizing me to serve in the capacity stipulated in this contract. I certify that I am not under contract to any other school district for the period indicated. If the information set forth in the application for employment is not complete and accurate this contract may be canceled by the Governing Board. I agree to comply with and observe all of the provisions of the rules and regulations prescribed by the Governing Board of the School District and follow the orders of the Administration of the School District relating to my employment. I understand that my signature below placed me under contract with the San Ysidro School District for the period indicated.

DATE: _____ SIGNED: _____
Glenn Heath

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW
 Informational
 Action

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 3000 SERIES

BACKGROUND INFORMATION:

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

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

Under Separate Cover

RECOMMENDATION:

Approve Second Reading and Adoption of revised Board Policies and Administrative Regulations – 3000 Series (Business and Noninstructional Operations).

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MW

Financial Implications?

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

Requisition #

Yes No

Yes No

(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: May 9, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: 2018-19 THIRD INTERIM BUDGET REPORT

BACKGROUND INFORMATION:

Each year, public school districts are required to submit two Interim Financial Reports; one as of October 31st and the other as of January 31st. A Third Interim report is required as of April 30th for districts that have a qualified or negative certification on their budget, meaning there is question as to a district's ability to meet its financial obligations.

These reports are designed to advise the Board, public, County Office of Education and the State Controller's Office of current financial conditions and allows time for responding to revised assumptions and projections before the end of the fiscal year.

The District's Second Interim Report which was accepted by the Board in March was reviewed by the San Diego County Office of Education and determined that the district's certification is a "Qualified" certification; therefore, the District is required to submit a Third Interim Report.

REPORT TO BE SENT UNDER SEPARATE COVER

RECOMMENDATION:

Approve the 2018-19 Third Interim Budget Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Recommended for: Approval Denial Certification Requested Yes No
Superintendent's Office Certification:

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Human Resources
Linda Gonzales, Human Resources
and Credentialing Coordinator

INITIAL: gp
 Informational
 Action

AGENDA ITEM: 2019-2020 CERTIFICATED DIRECTORS/COORDINATORS WORK
CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2019-2020 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Certificated Directors/Coordinators Work Calendar for the 2019-2020 school year

RECOMMENDATION:

Approve the 2019-2020 Certificated Directors/Coordinators Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: mm

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

2019-2020

SAN YSIDRO SCHOOL DISTRICT
 Certificated Directors/Coordinators
 225 work year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays	Work Days	Student Days	Non-Wrk Days	Holidays
July, 2019													
1	2	3	4	5									
8	9	10	11	12			7/4 - Independence Day - Legal Holiday						
15	16	17	18	19									
22	23	24	25	26			7/22 - First Day for Students						
29	30	31			8	18		1	4				
August, 2019													
5	6	7	8	9									
12	13	14	15	16									
19	20	21	22	23									
26	27	28	29	30	22	22		0	0				
September, 2019													
2	3	4	5	6									
9	10	11	12	13			9/2 - Labor Day - Legal Holiday						
16	17	18	19	20									
23	24	25	26	27									
30					14	19		1	1				
October, 2019													
7	8	9	10	11									
14	15	16	17	18			9/30 - 10/4 Fall Break						
21	22	23	24	25			10/8 - Students Return						
28	29	30	31		18	19	10/25 - End of first trimester 58 days		4				
November, 2019													
4	5	6	7	8									
11	12	13	14	15			11/4-11/8 - Parent Conferences						
18	19	20	21	22			11/11 - Veteran's Day - Legal Holiday						
25	26	27	28	29	15	15	11/28 - Thanksgiving - Legal Holiday	3	3				
December, 2019													
2	3	4	5	6									
9	10	11	12	13			12/23 - 1/7 Winter Break						
16	17	18	19	20			12/24 - Christmas Eve - Legal Holiday						
23	24	25	26	27			12/25 - Christmas Day - Legal Holiday						
30	31				15	15	12/31 - New Year's Eve - Legal Holiday	4	4				
January, 2020													
6	7	8	9	10									
13	14	15	16	17			1/1 - New Year's Day - Legal Holiday						
20	21	22	23	24			1/14 - Students Return						
27	28	29	30	31	13	17	1/20 - Martin Luther King Jr. - Legal Holiday		2	4			
February, 2020													
3	4	5	6	7									
10	11	12	13	14			2/14 - In lieu of A. Lincoln - Legal Holiday						
17	18	19	20	21			2/17 - G. Washington - Legal Holiday						
24	25	26	27	28	18	18	2/21 - End of second trimester 60 days		2	0			
March, 2020													
2	3	4	5	6									
9	10	11	12	13			3/2-3/6 Parent Conferences						
16	17	18	19	20									
23	24	25	26	27			3/30 - Spring Holiday						
30					15	20	3/31 - Cesar Chavez - Local Holiday		2	0			
April, 2020													
6	7	8	9	10									
13	14	15	16	17			3/23 - 4/3 Spring Break						
20	21	22	23	24			4/7 - Students Return						
27	28	29	30		18	19			0	3			
May, 2020													
4	5	6	7	8									
11	12	13	14	15									
18	19	20	21	22									
25	26	27	28	29	20	20	5/25 - Memorial Day - Legal Holiday		1	0			
June, 2020													
1	2	3	4	5									
8	9	10	11	12			6/4 - Last Day for Students						
15	16	17	18	19			6/4 - End of third trimester 62 days						
22	23	24	25	26	4	18			0	4			
29	30												

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Human Resources
Linda Gonzales, Human Resources
and Credentialing Coordinator

INITIAL: gp
 Informational
 Action

AGENDA ITEM: 2019-2020 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK
CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2019-2020 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Management & Confidential Work Calendar for the 2019-2020 school year

RECOMMENDATION:

Approve the 2019-2020 Classified Management & Confidential Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: mu

Financial Implications?

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

Requisition #

Yes No

Yes No

(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

2019-2020

SAN YSIDRO SCHOOL DISTRICT
Classified Management & Confidential
260 Work Year

Board Approved: _____

Work Days	243
Holidays	17
Non-Work Days	2

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Work Days	Holidays
July, 2019										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30	31			8	21	1	0	1	7/4 - Independence Day - Legal Holiday
August, 2019										
1	2									
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	22	22	0	0	0	
September, 2019										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30					14	20	1	0	0	9/23 - 10/7 Student Fall Break
October, 2019										
1	2	3	4							
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		18	23	0	0	0	
November, 2019										
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	15	17	4	0	0	11/11 - Veteran's Day - Legal Holiday 11/27 - Admission Day - Legal Holiday 11/28 - Thanksgiving - Legal Holiday 11/29 - Thanksgiving - Local Holiday
December, 2019										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27	15	17	4	0	1	12/23 - 1/13 Student Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/30 - Faling Holiday 12/31 - New Year's Eve - Legal Holiday
January, 2020										
1	2	3								
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30	31	13	21	2	0	0	1/1 - New Year's Day - Legal Holiday 1/20 - Martin Luther King Jr. - Legal Holiday
February, 2020										
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						
28					18	18	2	0	0	2/14 - In lieu of A. Lincoln - Legal Holiday 2/17 - G. Washington - Legal Holiday
March, 2020										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				15	20	2	0	0	3/23 - 4/6 Student Spring Break 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2020										
1	2	3								
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30		18	22	0	0	0	
May, 2020										
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	20	1	0	0	5/25 - Memorial Day - Legal Holiday
June, 2020										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30				4	22	0	0	0	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Human Resources
Linda Gonzales, Human Resources
and Credentialing Coordinator

INITIAL: 
 Informational
 Action

AGENDA ITEM: 2019-2020 PRINCIPALS/ASSISTANT PRINCIPALS WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2019-2020 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Principals/Assistant Principals Work Calendar for the 2019-2020 school year

RECOMMENDATION:

Approve the 2019-2020 Principals/Assistant Principals Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

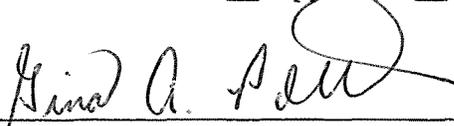
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
Principals/Assistant Principals
207 work year**

2019-2020

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays	Work Days	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2019															
1	2	3	4	5			7/4 - Independence Day - Legal Holiday								
8	9	10	11	12											
15	16	17	18	19											
22	23	24	25	26	8	15	7/22 - First Day for Students	7							
29	30	31													
August, 2019															
5	6	7	8	9											
12	13	14	15	16											
19	20	21	22	23											
26	27	28	29	30	22	22		0							
September, 2019															
2	3	4	5	6			9/2 - Labor Day - Legal Holiday								
9	10	11	12	13											
16	17	18	19	20											
23	24	25	26	27			9/23 - 10/4 Fall Break								
30					14	14		6							
October, 2019															
7	8	9	10	11											
14	15	16	17	18			10/8 - Students Return								
21	22	23	24	25			10/25 - End of first trimester 58 days								
28	29	30	31		18	19		4							
November, 2019															
4	5	6	7	8			11/4-11/8 - Parent Conferences								
11	12	13	14	15			11/11 - Veteran's Day - Legal Holiday								
18	19	20	21	22			11/28 - Thanksgiving - Legal Holiday								
25	26	27	28	29	15	15	11/29 - Thanksgiving - Local Holiday	3	3						
December, 2019															
2	3	4	5	6			12/23 - 1/10 Winter Break								
9	10	11	12	13			12/24 - Christmas Eve - Legal Holiday								
16	17	18	19	20			12/25 - Christmas Day - Legal Holiday								
23	24	25	26	27			12/31 - New Year's Eve - Legal Holiday								
30	31				15	15		4							
January, 2020															
6	7	8	9	10			1/1 - New Year's Day - Legal Holiday								
13	14	15	16	17			1/14 - Students Return								
20	21	22	23	24			1/20 - Martin Luther King Jr. - Legal Holiday								
27	28	29	30	31	13	14		7							
February, 2020															
3	4	5	6	7			2/14 - In lieu of A. Lincoln - Legal Holiday								
10	11	12	13	14			2/17 - G. Washington - Legal Holiday								
17	18	19	20	21			2/21 - End of second trimester 60 days								
24	25	26	27	28											
March, 2020															
2	3	4	5	6			3/2-3/6 Parent Conferences								
9	10	11	12	13											
16	17	18	19	20			3/30 - Spring Holiday								
23	24	25	26	27			3/31 - Cesar Chavez - Local Holiday								
30	31				15	15		5							
April, 2020															
6	7	8	9	10			3/23 - 4/3 Spring Break								
13	14	15	16	17			4/7 - Students Return								
20	21	22	23	24											
27	28	29	30		18	19		3							
May, 2020															
4	5	6	7	8											
11	12	13	14	15											
18	19	20	21	22			5/25 - Memorial Day - Legal Holiday								
25	26	27	28	29	20	20		0							
June, 2020															
1	2	3	4	5			6/4 - Last Day for Students								
8	9	10	11	12			6/4 - End of third trimester 62 days								
15	16	17	18	19											
22	23	24	25	26											
29	30				4	4		7							

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Human Resources
Linda Gonzales, Human Resources
and Credentialing Coordinator

INITIAL: LLP
 Informational
 Action

AGENDA ITEM: 2020-2021 CERTIFICATED DIRECTORS/COORDINATORS WORK
CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2020-2021 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Certificated Directors/Coordinators Work Calendar for the 2020-2021 school year

RECOMMENDATION:

Approve the 2020-2021 Certificated Directors/Coordinators Work Calendar.

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

Renewal New Amendment Ratify Other

Business Services Reviewed: MW

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

--
(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
Certificated Directors/Coordinators
225 work year

2020-2021

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Work Days	Holidays	Student Days	Work Days	Holidays	Non-Work Days
July, 2020													
6	7	8	9	10			7/3 - in lieu of Independence Day - Legal Holiday						
13	14	15	16	17									
20	21	22	23	24			7/20 - First Day for Students						
27	28	29	30	31	10	20		2					
August, 2020													
3	4	5	6	7									
10	11	12	13	14									
17	18	19	20	21									
24	25	26	27	28	21	21		0					
31													
September, 2020													
7	8	9	10	11			9/7 - Labor Day - Legal Holiday						
14	15	16	17	18									
21	22	23	24	25									
28	29	30			13	18	9/28 - 10/2 Fall Break	3					
October, 2020													
5	6	7	8	9									
12	13	14	15	16			10/6 - Students Return						
19	20	21	22	23			10/23 - End of first trimester 58 days						
26	27	28	29	30	19	20		2					
November, 2020													
2	3	4	5	6									
9	10	11	12	13			11/2-11/6 - Parent Conferences						
16	17	18	19	20			11/11 - Veteran's Day - Legal Holiday						
23	24	25	26	27			11/26 - Thanksgiving - Legal Holiday						
30					15	15	11/27 - Thanksgiving - Local Holiday	3					
December, 2020													
7	8	9	10	11									
14	15	16	17	18			12/21 - 1/5 Winter Break						
21	22	23	24	25			12/24 - Christmas Eve - Legal Holiday						
28	29	30	31		14	14	12/25 - Christmas Day - Legal Holiday	6					
							12/31 - New Year's Eve - Legal Holiday						
January, 2021													
4	5	6	7	8									
11	12	13	14	15									
18	19	20	21	22									
25	26	27	28	29	13	17	1/1 - New Year's Day - Legal Holiday	2					
							1/12 - Students Return						
							1/18 - Martin Luther King Jr. - Legal Holiday						
February, 2021													
1	2	3	4	5									
8	9	10	11	12									
15	16	17	18	19									
22	23	24	25	26	18	18	2/12 - A. Lincoln - Legal Holiday	0					
							2/15 - G. Washington - Legal Holiday						
							2/19 - End of second trimester 60 days						
March, 2021													
1	2	3	4	5									
8	9	10	11	12									
15	16	17	18	19									
22	23	24	25	26	15	20	3/1-3/5 Parent Conferences	1					
29	30	31					3/30 - Spring Holiday						
							3/31 - Cesar Chavez - Local Holiday						
April, 2021													
5	6	7	8	9									
12	13	14	15	16									
19	20	21	22	23									
26	27	28	29	30	19	20	3/29 - 3/31 Spring Break	2					
							4/6 - Students Return						
May, 2021													
3	4	5	6	7									
10	11	12	13	14									
17	18	19	20	21									
24	25	26	27	28									
31					20	20	5/31 - Memorial Day - Legal Holiday	0					
June, 2021													
1	2	3	4										
7	8	9	10	11									
14	15	16	17	18									
21	22	23	24	25	3	17	6/3 - Last Day for Students	5					
28	29	30					6/3 - End of third trimester 62 days						

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Human Resources
Linda Gonzales, Human Resources
and Credentialing Coordinator

INITIAL: 
 Informational
 Action

AGENDA ITEM: 2020-2021 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK
CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2020-2021 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Management & Confidential Work Calendar for the 2020-2021 school year

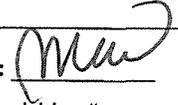
RECOMMENDATION:

Approve the 2020-2021 Classified Management & Confidential Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

(Amount)

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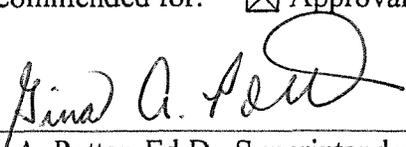
(Name of funding source and/or location)

--

(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

Work Days	243
Holidays	17
Non-Work Days	1

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT
Classified Management & Confidential
260 Work Year

2020-2021

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Work Days	Holidays
July, 2020										
1	2	3	4	5						
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30	31	10	22	1	0	0	7/3 - In lieu of Independence Day - Legal Holiday
August, 2020										
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28	21	21	0	0	0	
31										
September, 2020										
1	2	3	4	5						
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30			13	21	1	0	0	9/7 - Labor Day - Legal Holiday 9/21 - 10/5 Student Fall Break
October, 2020										
1	2	3	4	5						
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	19	22	0	0	0	
November, 2020										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30					15	17	4	0	0	11/11 - Veteran's Day - Legal Holiday 11/25 - Admission Day - Legal Holiday 11/26 - Thanksgiving - Legal Holiday 11/27 - Thanksgiving - Local Holiday
December, 2020										
1	2	3	4	5						
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		14	19	4	0	0	12/21 - 1/11 Student Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/30 - Floating Holiday 12/31 - New Year's Eve - Legal Holiday
January, 2021										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30	31			15	20	2	0	1	1/1 - New Year's Day - Legal Holiday
February, 2021										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29					18	18	2	0	0	2/12 - A. Lincoln - Legal Holiday 2/15 - G. Washington - Legal Holiday
March, 2021										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30	31			15	20	2	0	1	3/22 - 4/5 Student Spring Break 3/30 - Spring Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2021										
1	2	3	4	5						
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	19	22	0	0	0	
May, 2021										
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						
31					20	20	1	0	0	5/31 - Memorial Day - Legal Holiday
June, 2021										
1	2	3	4	5						
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30			3	22	0	0	0	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Human Resources
Linda Gonzales, Human Resources
and Credentialing Coordinator

INITIAL: LL
 Informational
 Action

AGENDA ITEM: 2020-2021 PRINCIPALS/ASSISTANT PRINCIPALS WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2020-2021 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Principals/Assistant Principals Work Calendar for the 2020-2021 school year

RECOMMENDATION:

Approve the 2020-2021 Principals/Assistant Principals Work Calendar.

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

Renewal New Amendment Ratify Other

Business Services Reviewed: MW

Financial Implications?

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

Requisition #

Yes No

Yes No

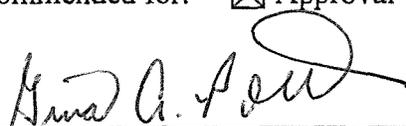
N/A
(Amount)

--
(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: May 9, 2019

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

FROM:
Human Resources
Linda Gonzales, Human Resources
and Credentialing Coordinator

INITIAL: llj
 Informational
 Action

AGENDA ITEM: DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

BACKGROUND INFORMATION:

Districts are required by the Commission on Teacher Credentialing (CTC) to submit a yearly declaration of need for teaching positions in specific areas which are difficult to fill, i.e. Math, Science, Special Education with new authorizations, and Clinical or Rehabilitative Services. It is recommended by the San Diego County Office of Education to overestimate the amount of positions needed on the form attached (CL-500).

Once the District has exhausted all means to recruit teachers for the difficult to fill positions, the District may recruit individuals based on Emergency Permits, Limited Assignments, and Internship Credentials in these areas of need.

RECOMMENDATION:

Approve the Declaration of Need for Fully Qualified Educators, in specific areas which are difficult to fill for the 2019-2020 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: Mun

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2019-2020

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: San Ysidro School District District CDS Code: 37-68379

Name of County: San Diego County Office of Education County CDS Code: 37-10371

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 /09 /2019 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Gina A. Potter</u>		<u>Superintendent</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>(619) 428-1505</u>	<u>(619) 428-4476</u>	<u>May 9, 2019</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>4350 Otay Mesa Road, San Ysidro, CA 92173</u>		
<i>Mailing Address</i>		
<u>gina.potter@syzdschools.org</u>		
<i>E-Mail Address</i>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**
Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

<i>Mailing Address</i>		

<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	5
Bilingual Authorization (applicant already holds teaching credential)	5
List target language(s) for bilingual authorization: <u>Spanish</u>	
Resource Specialist	3
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	3
Special Education	5
TOTAL	8

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. We do not have a Commission-approved program.

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an internship program.
National University, Point Loma Nazarene University, San Diego State University and Teach for America.

If no, explain why you do not participate in an internship program.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: CONTRACT WITH UNION BANK OF CALIFORNIA

BACKGROUND INFORMATION:

The District would like to establish a Trust Account with Union Bank of California for the Property & Liability Claims managed by Keenan & Associates.

RECOMMENDATION:

Approve the Contract for Deposit of Moneys with Union Bank of California to establish a Trust Account for the management of Property and Liability Claims.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MA

Financial Implications?

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

Requisition #

Yes No

Yes No

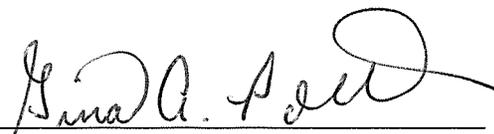
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

BANK FILE NUMBER	TREASURER FILE NUMBER
AGENT OF BANK FILE NUMBER	AUDITOR NUMBER

CONTRACT FOR DEPOSIT OF MONEYS

THIS CONTRACT, relating to the deposit of moneys, is made as of the 10th day of May, 2019, between ("Treasurer"), acting in his or her official capacity as of San Ysidro School District ("Depositor"), and MUFG Union Bank, N.A. ("Bank"), as depository and having a shareholder's equity of Fifteen Billion, Three Hundred and Eighty Three Million, Nine Hundred and Eighty Thousand Dollars (\$15,383,980,000.) on December 31st 2018.

The Treasurer proposes to deposit in the Bank from time to time moneys in his or her custody in an aggregate amount on deposit at any one time not to exceed the total shareholder's equity of the Bank and said moneys will be deposited subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California.

The Government Code requires the Treasurer to enter into a contract setting forth the conditions upon which said moneys are deposited with the Bank.

In the judgment of the Treasurer, this contract is to the public advantage.

The parties agree as follows:

1. This contract cancels and supersedes any previous contracts between the Treasurer and the Bank relating to the method of collateralization of Depositor's deposits.
2. This contract, but not deposits then held hereunder, is subject to termination by the Treasurer or the Bank at any time upon 30 days' written notice. Deposits may be withdrawn in accordance with the agreement of the parties and applicable federal and state statutes, rules and regulations. This contract is subject to modification or termination upon enactment of any statute, rule, or regulation, state or federal, which, in the opinion of the Administrator of Local Agency Security of the State of California (the "Administrator"), is inconsistent herewith, including any change relative to the payment of interest upon moneys so deposited by the Treasurer. Upon notice to the Treasurer from the Administrator that the Bank failed to pay assessments, fines or penalties assessed by the Administrator, the Treasurer may withdraw Depositor's deposits from the Bank. Upon notice to the Treasurer from the Administrator that the Bank failed to pay fines or penalties assessed by the Administrator, the Treasurer may immediately withdraw authorization for the placement of pooled securities with the Agent of the Bank.
3. Interest shall accrue on any moneys so deposited as permitted by any act of the Congress of the United States or by any rule or regulation of any department or agency of the federal government. If interest may legally be paid on the account into which the moneys are deposited, then all moneys deposited shall bear interest at a rate agreed upon by the Treasurer and the Bank.
4. The Bank shall issue to the Treasurer for each inactive deposit a receipt or other evidence of deposit on a form agreed to by the Bank and the Treasurer, stating, when required, the interest to be paid, if any, the duration of the deposit, the frequency of interest payments, if any, and the terms of withdrawal. Each such form is by reference made a part of this contract.

5. The Bank will maintain at all times with the Agent of the Bank as security for Depositor's deposits (a) eligible securities of the classes described in Government Code Section 53651, except subdivisions (m) and (p), having a market value at least 10% in excess of the total amount of deposits secured by those securities, (b) eligible securities of the class described in subdivision (m) of Government Code Section 53651 having a market value at least 50% in excess of the total amount of deposits secured by those securities and (c) eligible securities of the class described in subdivision (p) of Government Code Section 53651 having a market value of at least 5% in excess of the total amount of deposits secured by those securities. If the Administrator determines that a security is not qualified to secure public deposits, the Bank will substitute other securities to comply with the requirements of this paragraph.
6. Eligible securities are those listed in Government Code Section 53651.
7. The Treasurer hereby waives security for that portion of the total amount on deposit which is insured pursuant to federal law.
8. The Agent of the Bank, which the Treasurer and the Bank hereby authorize to hold the eligible securities posted as collateral under this contract, is the Trust Department of the Bank. The Agent of the Bank has filed with the Administrator an agreement to comply in all respects with all provisions of the Local Agency Deposit Security Law as set forth in the Government Code and Local Agency Deposit Security Regulations.
9. Authority for placement of securities for safekeeping in accordance with Government Code Section 53659 is hereby granted to the Agent of the Bank, including placement with any Federal Reserve Banks or branches thereof, and the following banks or trust companies, other than the Bank:
 Depository Trust Company, New York, New York;
 Citibank, New York, New York

10. If the Bank fails to pay all of any moneys on deposit of the Depositor which are subject to this contract when ordered to do so in accordance with the terms of withdrawal set forth on the deposit receipt (which is by reference made a part hereof), the Treasurer will immediately notify, in writing, the Administrator. Action of the Administrator in converting the collateral required by paragraph 5 above for the benefit of the Depositor is governed by Government Code Section 53665.

11. The Bank may add, substitute or withdraw eligible securities being used as security for deposits made hereunder in accordance with Government Code Section 53654, provided the requirements of paragraph 5 above are met. The Bank shall not interchange classes of security (as defined in Government Code Section 53632.5) without the prior written approval of the Treasurer.

12. The Bank shall have and hereby reserves the right to collect the interest on the securities except in cases where the securities are liable to sale or are sold or converted in accordance with the provision of Government Code Section 53665.

13. The Bank will pay all expenses incurred in transporting eligible securities maintained as collateral for moneys on deposit to and from the Agent of the Bank. The Depositor will pay (or promptly reimburse

the Bank for or otherwise compensate the Bank for) all expenses incurred in transporting all moneys deposited with the Bank to and from the Treasurer's office. The Depositor will pay the Bank (or otherwise compensate the Bank for) the fees and charges stated in the Bank's then current Schedule of Fees (unless the Bank and the Treasurer otherwise agree) for handling, collecting and paying all checks, drafts and other exchange or securities according to the Bank's normal practices.

14. This contract, the parties hereto, and all deposits governed by this contract shall be subject in all respects to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California, and of all other state and federal laws, statutes, rules and regulations applicable to such deposits, whether now in force or hereafter enacted or promulgated, all of which are by this reference made a part hereof.

IN WITNESS WHEREOF, the Treasurer in his or her official capacity has signed this contract in quadruplicate and the Bank has caused this contract to be executed in like number by its duly authorized officer.

SAN YSIDRO SCHOOL DISTRICT

MUFG UNION BANK, N.A.

By:

By:

Name: **Gina A. Potter, Ed.D.**
Title: Superintendent

Name:
Title:

Name: **Marilyn Adrianzen**
Title: Chief Business Official

Date Signed: _____

Board Approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: UNION BANK PUBLIC ENTITY RESOLUTION NO. 18/19-0046

BACKGROUND INFORMATION:

The District would like to establish a Trust Account with Union Bank of California for the Property & Liability Claims managed by Keenan & Associates. A resolution is required for the Governing Board to designate authorized representatives to conduct business on behalf of the District.

RECOMMENDATION:

Approve the Union Bank's Public Entity Resolution No. 18/19-0046 designating the Superintendent and the Chief Business Official as the authorized representatives to conduct business on behalf of the District related to the Trust Account for Property and Liability Claims.

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

(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



PUBLIC ENTITY RESOLUTION

California Government Code 53679 stipulates that money not under control of the treasurer but belonging to a local agency and under the control of any of its officers or employees other than the treasurer may deposit funds as active deposits or inactive deposits.

For deposits in excess of the amount insured under any federal law, a contract in accordance with Section 53649 is required.

It is resolved that the officers now or subsequently holding the position of

Superintendent	(Title)	San Ysidro School District	(Public Entity)
Chief Business Official	(Title)	San Ysidro School District	(Public Entity)

is authorized by the Governing Board under California Government Code 53649 to enter into any contract with Union Bank, N.A. relating to any deposit, which in his or her judgment is to the public advantage. Contracting requirements could include:

- Establish bank accounts and services.
- Sign, or change in writing, agreements with the Bank regarding the Public Entity's bank deposit relationship.
- Specify in writing to the Bank the individuals who are authorized in the name of and on behalf of the Public Entity to:
 - Withdraw funds from any of the Public Entity's banking accounts on the Public Entity's checks or orders.
 - Endorse and deliver to the Bank, for any purposes, and in any amount, negotiable or non-negotiable items of any kind, and owned by, or held by, or payable to the Public Entity.
 - Send, review, and/or authorize wire and electronic transfers of funds from the Public Entity accounts. Such authority may be exercised by such authorized individual acting alone, regardless of any multiple signature requirements otherwise applicable to the accounts.
 - Otherwise access the Public Entity's deposit accounts.

This authority has been granted by the Governing Board and shall remain in effect until the Bank receives written notice of revocation at the Office where the Public Entity's banking relationship is maintained.

CERTIFICATION

I, Antonio Martinez, Clerk to the Governing Board of the above referenced Public Entity, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed by the Governing Board

on May 9th (Month and date) of 2019 (Year), and the resolution has not been revoked or amended.

CLERK TO THE GOVERNING BOARD	SIGNATURE	DATE
Antonio Martinez	X	13.15

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Human Resources
Linda Gonzales, Human Resources
and Credentialing Coordinator

INITIAL: gg
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0047

BACKGROUND INFORMATION:

It has been determined that it will be necessary to reduce or discontinue the following particular kinds of services of the District at the close of the 2018-2019 school year for fiscal and budgetary reasons. The District will have to reduce the number of permanent certificated employees performing particular kinds of service.

This resolution identifies the kinds of services to be reduced or discontinued no later than the beginning of the 2019-2020 school year.

RECOMMENDATION:

Approve Resolution No. 18/19-0047 authorizing the District to reduce or discontinue the following particular kinds of services of the District at the close of the 2018-2019 school year for fiscal and budgetary reasons.

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

Renewal New Amendment Ratify Other

Business Services Reviewed: MW

Financial Implications?

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

Requisition #

Yes No

Yes No

--

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION 18/19-0047

**REDUCTION OR ELIMINATION OF CERTAIN CERTIFICATED SERVICES FOR
THE 2019-2020 SCHOOL YEAR**

WHEREAS, the Governing Board of the San Ysidro School District adopted Resolution No. on February 28, 2019, authorizing and directing the Superintendent, or Superintendent's designee, to initiate and pursue procedures necessary to not reemploy certain certificated employees of this District pursuant to Education Code sections 44949 and 44955 because of a reduction and discontinuance of particular kinds of services; and

WHEREAS, the Superintendent or Superintendent's designee duly and properly served notice on the certificated employee listed on Attachment "A" on or before March 15, 2019 indicating that the Governing Board did not intend to reemploy them to the extent indicated in Resolution No. 18/19-0040 for the 2019-2020 school year; and

WHEREAS, the certificated employees listed in Attachment "A" was informed of their right to request a hearing and that the employees listed in Attachment "A" did not request a hearing or rescinded their request for a hearing;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that considering the certificated staff requirements of the San Ysidro School District for the 2019-2020 school year, as well as the seniority and qualifications of each of the certificated employees of the District, it is necessary that the services of the certificated employee listed on Attachment "A" will not be required for the ensuing 2019-2020 school year to the extent indicated in Resolution No. 18/19-0047 and the Layoff Notice to the employees;

BE IT FURTHER RESOLVED that the Superintendent, or Superintendent's designee, is authorized and directed to give final notice to the certificated employees listed on Attachment "A" that her services will not be required by this District for the 2019-2020 school year.

The foregoing Resolution was PASSED and ADOPTED at regular meeting of the Board of Education of the San Ysidro School District on the 9th day of May, 2019, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD

President

Clerk

Member

Member

Member

Attachment "A"

NAMES OF EMPLOYEES RECEIVING FINAL LAYOFF NOTICE

Cordova, Alicia
Davis, Jessica
Hay, Kelli
Herrera, Jerry
Macias, Laura
McDonough, Ian
Minton, Brianna
Ritchison, Jonathan
Sanchez, Carly
Stocks, Halley
Tadrous, Rana
Villalobos, Cesar
Watson, Sarah

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM: Educational Services Department
Manuela Colom, Executive Director

INITIAL: *MCU*
 Informational
 Action

AGENDA ITEM: COLLEGE FOR KIDS PROGRAM AT SOUTHWESTERN COLLEGE

BACKGROUND INFORMATION:

College for Kids (CFK) presents stimulating, challenging enrichment experiences for students. This program is sponsored by the Southwestern Community College and neighboring school districts.

Eligible students are those who are entering grades 4th – 8th in the fall of 2019 and meet one of the following criteria: • Have been identified as Gifted or talented, • have a B or a 3 average or higher in academic course work and acceptable citizenship grades and • have submitted a recommendation form completed by the student's teacher.

All courses will take place at the Southwestern College Chula Vista campus - 900 Otay Lakes Road, Chula Vista, CA 91910 from July 1 – July 11, 2019.

The cost implications for this program include: students' registration fees, transportation and chaperone.

RECOMMENDATION:

Approve the participation of approximate sixty Gate students in grades 4th – 8th from the District at the College for Kids Program at Southwestern College from July 1-11, 2019 at a cost not to exceed \$20,000.00 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

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

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

Recommended for: Approval Denial Certification Requested Yes No
Superintendent's Office Certification:

Gina A. Potter

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



San Ysidro
School District **EST - 1887**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

SYSD will be offering the College for Kids Program for GATE students from all our schools this Summer, 2019

Up to 60 GATE students will be able to participate in Session II of this exciting program.

From July 1 – July 11, 2019

District will cover the cost of student fees and transportation

Students will be able to select 2 courses from the following pages.

Pottery: Creating with Clay: Pinch, pull, coil and slab! Have messy fun transforming a raw lump of clay into your most imaginative creations. Create dragons, birds, or rhinos, or even make a cup or vase for a family member! This course features traditional techniques used in ceramics to make glazed pottery. All works will be fired by the instructor.
Instructor: Carrol Fleming



Session I:
12:45-2:15 pm: **Grades 4-10 / \$145**
2:30-4:00 pm: **Grades 4-10 / \$145**

Session II:
12:45-2:30 pm: **Grades 4-10 / \$145**
2:45-4:30 pm: **Grades 4-10 / \$145**

Storyboard It!: Super Bowl commercials carry a lot of hype for many reasons – they are creative, visual, and tell a story! In this course, students will become commercial storytellers by developing a plan to sell a product through a storyboard! Students will create visual storyboards through a creative process that includes achieving a clear and concise idea, creating a script and visual art, and presenting a final storyboard for a product. This course will focus on the storytelling aspect of the commercial, rather than drawing skills or video expertise. Note: this is not a filmmaking course.

Instructor: David Hughes

Session I:
12:45-2:15 pm: **Grades 7-10 / \$125**
2:30-4:00 pm: **Grades 4-6 / \$125**

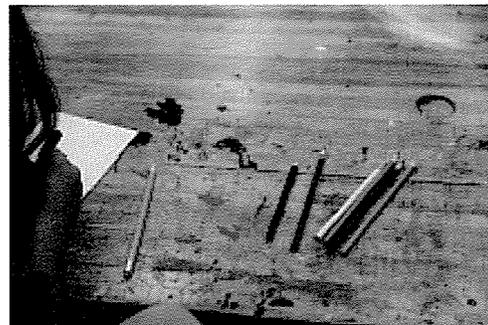
Session II:
12:45-2:30 pm: **Grades 7-10 / \$125**
2:45-4:30 pm: **Grades 4-6 / \$125**

Sketch Artist's Alley: Cartoon Characters: Learn to draw traditional and non-traditional cartoon characters by applying foundational art techniques, while drawing caricatures from historical cartoon characters. The traditional techniques will be applied to various foundational concepts in art as students learn to design their own characters and learn to develop a plot with the various characters sketched.

Instructor: Ed Roeder

Session I:
12:45-2:15 pm: **Grades 4-6 / \$125**
2:30-4:00 pm: **Grades 7-10 / \$125**

Session II:
12:45-2:30 pm: **Grades 4-6 / \$125**
2:45-4:30 pm: **Grades 7-10 / \$125**



3D Modeling & Animation in Maya: Navigate in 3D space! Learn the tips and tricks the professionals at Pixar use to create, color, and animate using Autodesk Maya software. Students will work to build a rocket and make it move, from start to finish. This class is suited for both beginners and returning students, as new approaches and techniques will be taught. USB drive required.
Instructor: Angela Jones

Session I:
12:45-2:15 pm: **Grades 7-10 / \$140**
2:30-4:00 pm: **Grades 4-6 / \$140**

Web Animations & Photoshop Tricks: Did you know that Photoshop can do so much more than just manipulate photographs? This premier software can generate fire, liquefy facial expressions, and create animations! Unleash your creative power and learn how to use this amazing program in new and exciting ways! USB drive required.
Instructor: Angela Jones

Session II:
12:45-2:30 pm: **Grades 7-10 / \$140**
2:45-4:30 pm: **Grades 4-6 / \$140**

Digital Painting with Photoshop: Digital Painting is an innovative art form in which traditional painting techniques are applied by means of a computer, digitizing tablet, stylus, and software. This course will use Adobe Photoshop to sketch, mix colors, work with brushes, and layer. Whether new to painting or an experienced artist, the techniques covered in this course will help students to create their own works of art! USB drive required.
Instructor: Abraham Arredondo

Session I:
12:45-2:15 pm: **Grades 4-6 / \$140**
2:30-4:00 pm: **Grades 7-10 / \$140**

Session II:
12:45-2:30 pm: **Grades 4-6 / \$140**
2:45-4:30 pm: **Grades 7-10 / \$140**



Hello Theatre!: Welcome to the world of theatre! This introductory theatre course will provide students with the opportunity to learn the basics of character development, storytelling, and elements of drama, while building upon literacy skills. Students will also learn to build on their greatest assets by using their voice, body, and imagination while creating characters and developing stories!

Instructor: Jose Perez

Session I:

12:45-2:15 pm: **Grades 7-10 / \$130**

2:30-4:00 pm: **Grades 4-6 / \$130**

Foundations of Acting: This course introduces the foundational work of contemporary acting, for drama and musical theatre, by incorporating movement and techniques from Sanford Meisner and Michael Chekov. Each student will learn specific skills, terminology, and exercises designed to build their acting muscles.

Instructor: Wilfred Paloma

Session II:

12:45-2:30 pm: **Grades 4-6 / \$125**

2:45-4:30 pm: **Grades 7-10 / \$125**

Filmmaking: Go behind the scenes or in front of the camera in the journey to create film pieces in Southwestern College's own Telemedia Studio Room! Filmmakers will participate in roles such as directing, camera operating, sound recording, art directing, lighting, voice-over, and of course, acting and improvising! Session I students will write and develop three commercial ads, while Session II students will work to create a 3-5 minute music video!

Instructor: Alexis Duran

Session I – The Commercial Ad:

12:45-2:15 pm: **Grades 4-6 / \$140**

2:30-4:00 pm: **Grades 7-10 / \$140**

Session II – The Music Video:

12:45-2:30 pm: **Grades 4-6 / \$140**

2:45-4:30 pm: **Grades 7-10 / \$140**





CFK Classic

PM Courses

Hip Hop: This is an exciting hip hop dance class that will leave both new and returning students feeling confident about dancing Hip Hop! Students will learn beats, rhythm, dance routines, and musicality through various styles of Hip Hop techniques. Students will also learn how to prepare for a dance audition, and have an opportunity to create their own choreography. From new school to old school music, this course will feel just like a never-ending dance party!

Instructor: Kyoko Jennings

Session I:

12:45-2:15 pm: **Grades 4-6 / \$135**

Session II:

12:45-2:30 pm: **Grades 7-10 / \$135**

Fusion Dance: Get to know a wide variety of dance styles this summer! This multi-level dance course is designed to explore both classical and contemporary forms of dance. By integrating ballet, jazz, hip-hop, lyrical, cultural, and modern forms, students will learn to express themselves through dance, while engaging in skill-based exercises, daily choreography segments, and an end-of-the-session performance.

Instructor: Wilfred Paloma

Session I:

12:45-2:15 pm: **Grades 7-10 / \$125**

Fibers, Fashion, and Agriculture in Design: Learn about the intersections of fashion and agriculture, while exploring diverse natural fibers, fashion industry trends, and the relationships with local and global agriculture. Through a series of presentations and hands-on activities including hand-spinning, knitting, sewing, and illustration, students will gain a deeper understanding of the farm-fashion process. Students will become more informed consumers as they learn about the social, economic, and environmental aspects of fashion and agriculture.

CANCELLED

Instructor: Helen Trejo

Session I:

2:30-4:00 pm: **Grades 7-10 / \$130**

Filipino Language and Culture: Take a trip to the Philippines this summer by learning Filipino language and culture in CFK Classic! With an emphasis on everyday vocabulary spoken in Tagalog and common expression, students will be introduced to the Filipino language. Students will also engage in Filipino traditions and practices that includes games, songs, and dances. This well-rounded course will leave students with a better understanding and appreciation of this amazing culture!

Instructor: Ofelia Rayos

Session I:

2:30-4:00 pm: **Grades 4-6 / \$125**

Y.E.S. Academy

Youth Excellence & Success At Southwestern College 2019

CFK Dates: Session I: June 10-20, 2019 Session II: July 1-11, 2019 (no program July 4)

14D.1



CFK Classic

PM Courses

Design & Build: Challenge Accepted!: Are you ready to design and build? In this course, students will engage in a variety of challenges such as building the tallest straw structures, creating boats that will hold the most weight, and even creating an efficient leaf collector with only mystery box materials! By using critical thinking and problem solving skills, students will work together to solve challenges in this STEAM-related course!

Instructor: Marlys Williamson

Session I:

12:45-2:15 pm: **Grades 7-10 / \$125**

2:30-4:00 pm: **Grades 4-6 / \$125**

Session II:

12:45-2:30 pm: **Grades 7-10 / \$125**

2:45-4:30 pm: **Grades 4-6 / \$125**

Junior Entrepreneurs: Calling all future business owners! Create your own business and learn how to develop it in this hands-on class! In this course, students will build, market, finance, and strategically operate their own successful entrepreneurial business through creative activities and challenges. Valuable entrepreneurial skills will be learned, and strategic business abilities gained!

Instructor: Delfin Merlan

Session I:

12:45-2:15 pm: **Grades 4-6 / \$120**

Session II:

12:45-2:30 pm: **Grades 7-10 / \$120**

It's Debatable: What's better – waffles or pancakes? Well, it's debatable! In this course, students will develop or build upon public speaking skills by learning the art of argument creation. Learn the basics of reasoning and argument construction and showcase learned skills through impromptu speaking and in-class debates. This course is designed for students at any public speaking level!

Instructor: Shan Cureton

Session I:

2:30-4:00 pm: **Grades 7-10 / \$120**

Session II:

2:45-4:30 pm: **Grades 4-6 / \$120**

Y.E.S. Academy

Youth Excellence & Success At Southwestern College 2019

CFK Dates: Session I: June 10-20, 2019 Session II: July 1-11, 2019 (no program July 4)

14D.1

Page 7 of 9

Computer Keyboarding: The Right Way! Are you tired of typing with two fingers? Then this class is for you! At the end of the two-week session, students will master to key all the alphabet without looking at the fingers. This class will cover: theory, technique, anatomy, ergonomics, games, health & safety. Students will use keyboarding software to complete all assignments and timings. A final project will be assigned and completed.

Instructor: Alicia Rodriguez

Session I:

12:45-2:15 pm: **Grades 4-10 / \$120**

Microsoft Word for Kids: Learn the ins and outs of Microsoft Word and gain confidence in navigating around this program that many students use for report writing! In this class, students will learn essential Word 2016 commands such as: create, save and print documents, apply text, paragraph, page formats, navigate, review, edit documents, task bar introduction, and more! It is recommended that students be computer keyboarding proficient or have completed the course *Computer Keyboarding: The Right Way!*

Instructor: Alicia Rodriguez

Session II:

12:45-2:30 pm: **Grades 4-10 / \$120**

Money Smarts: Learn to budget money, the smart way! In this course, students will develop the ability to create, maintain, and balance weekly/monthly budgets. Students will gain basic accounting skills such as identifying stable and unstable income, recurring and non-recurring expenditures, calculating savings, and creating a budget. Students in this course will also be introduced to Microsoft Excel, and will learn to create tables and charts to help prepare budgets for themselves.

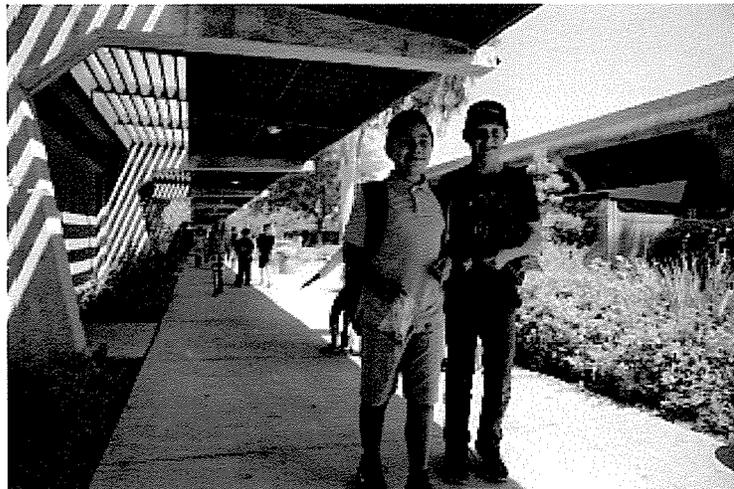
Instructor: Suganya Sankaranarayanan

Session I:

2:30-4:00 pm: **Grades 4-6 / \$120**

Session II:

2:45-4:30 pm: **Grades 4-6 / \$120**



Y.E.S. Academy

Youth Excellence & Success At Southwestern College 2019

CFK Dates: Session I: June 10-20, 2019 Session II: July 1-11, 2019 (no program July 4)



CFK Classic

PM Courses

The Courtroom Experience

What really goes on inside of a courtroom? Is it truly like on TV? In this course, students will learn about the inner-workings of our court system and become an active member of the court team to experience how our justice system operates. By participating in mock trials, students will learn how it feels to be a judge, lawyer, jury member, court reporter, and more! This course is designed for extroverts, introverts, and the curious.

Instructor: Angela Anderson

Session II:

12:45-2:30 pm: **Grades 4-6 / \$125**

2:45-4:30 pm: **Grades 7-10 / \$125**

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Willow School
Manuel Bojorquez, Principal

INITIAL: *MB*
 Informational
 Action

AGENDA ITEM: FIELD TRIP TO BONITA MUSEUM AND CULTURAL CENTER - WILLOW

BACKGROUND INFORMATION:

The Principal from Willow School is requesting approval for approximately twenty-two 5th grade students to visit the Bonita Museum & Cultural Center. This museum features exhibits of local history and fine arts.

Bonita Museum strives to preserve and celebrate the spirit of Bonita in two spacious galleries. Displays include Native American culture, the lemon orchard period, the events of the flood of 1916, and the transformation of family life by technology.

Bonita Museum and Cultural Center is doing an exhibit about the families who founded the south bay. It is a good opportunity for students to learn about the cultural background of their local community. The resident artist will also be doing an art lesson with the students. This field trip will take place on May 17, 2019 at no cost to the District, as the museum will be cover admission and transportation fees.

RECOMMENDATION:

Approve the field trip and participation of approximately 22 students and 1 teacher from Willow School to the Bonita Museum & Cultural Center on May 17, 2019 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

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

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
San Ysidro Middle School
Maria Rodriguez, Principal

INITIAL: 
 Informational
 Action

AGENDA ITEM: FIELD TRIP TO UNIVERSAL STUDIOS HOLLYWOOD – SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:

The Principal from San Ysidro Middle School (SYMS) is requesting approval for students in the SYMS Performing Arts Program to go to a field trip to Universal Studios Hollywood, where students will have the opportunity to watch The Wizarding World of Harry Potter musical on May 29, 2019.

Approximately 50 students and 5 school chaperones will be participating in this field trip as an incentive for their dedication in the Performing Arts program.

Cost implications include:

- Entrance fee of \$70.00 per person, which was fundraised at the school
- Charter bus fee of \$1,300.00 to be paid from the General fund

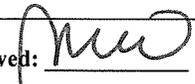
RECOMMENDATION:

Approve the participation and attendance of approximately 50 students and 5 chaperones from the San Ysidro Middle School to Universal Studios Hollywood on May 29, 2019 at a cost of \$4,800.00 from the site General fund and fundraising.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$4,800.00

(Amount)

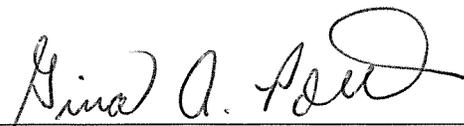
Fundraising and General Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

14D.3

Page 1 of 1

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
La Mirada Elementary
Luis Ramos, Principal

INITIALS *MM*
 Informational
 Action

AGENDA ITEM: TEACH CHILDREN TO SAVE, PRESENTATION FROM WELLS FARGO BANK AT LA MIRADA ELEMENTARY

BACKGROUND INFORMATION:

In April 2019, students across America will be introduced to the concept of saving money and how this important first step can lead them toward a healthy financial future. This national education initiative of the American Bankers Association is known as *Teach Children to Save Day*.

The Principal of La Mirada Elementary is requesting approval for personnel from Wells Fargo Bank to have the Teach Children to Save presentation at La Mirada. In this presentation students will understand the importance of saving and will provide them with educational resources and tools to be successful. Wells Fargo Bank will provide all necessary worksheets and activities that are from Hands on Banking Financial education program.

The date of this presentation has not been determined by Principal.

RECOMMENDATION:

Approve/Ratify the Teach Children to Save presentation from Wells Fargo Bank at La Mirada Elementary at no cost to the school.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: *MM*

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

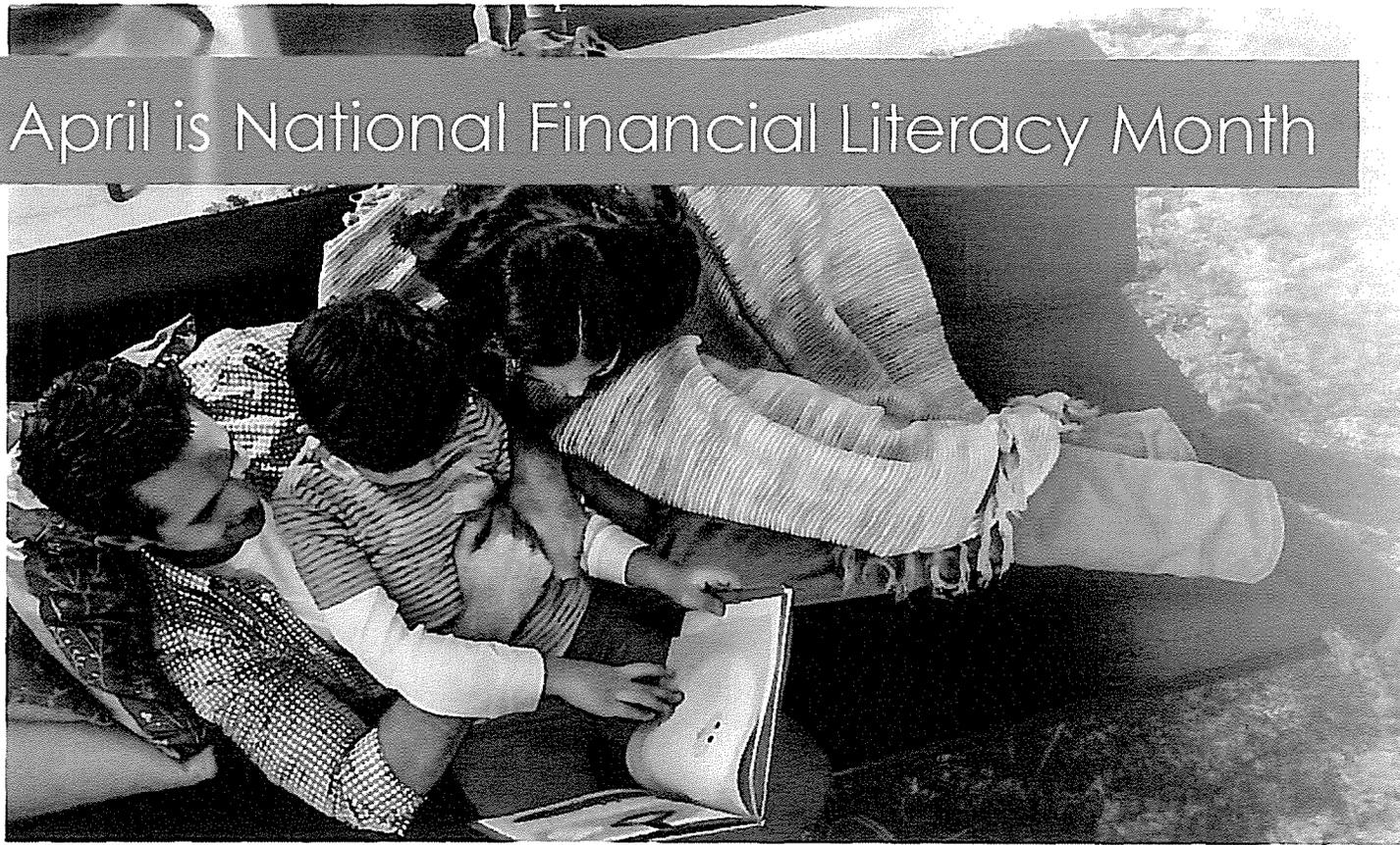
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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



April is National Financial Literacy Month

Teach Children to Save Day is April 12, 2019

This is a day when students across America will be introduced to the concept of saving money and how this important first step can lead them toward a healthy financial future. Wells Fargo will celebrate Teach Children to Save Day for the entire month of April. Classes are available for all age groups.

Examples of classes include:

Elementary school

- Needs vs. wants
- Shop with a budget

Middle school

- Your personal budget

High school

- Saving to buy a car

Adult/young adult

- Managing your money; budgeting and savings strategies

Schedule a class during the month of April. Wells Fargo's commitment to financial education is greater than just one day. Team members teach financial education throughout the year. This is a special time of year when we raise awareness about the important role banks and bankers play in helping young people develop lifelong saving habits.

To schedule a financial education class in your area, contact:

Guadalupe Limon
619-397-7420
guadalupe.c.limon@wellsfargo.com

14D.4

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Otay Ranch Office
2160 Birch Road
Chula Vista CA 91915

04/22/2019

Dear Principal, Luis Ramos:

In April 2019, students across America will be introduced to the concept of saving money and how this important first step can lead them toward a healthy financial future. This national educational initiative of the American Bankers Association is known as Teach Children to Save Day.

Wells Fargo is enthusiastic about participating in this educational event. We are committed to helping students, families, and our communities understand the importance of saving and providing them with educational resources and tools to be successful.

We would welcome the opportunity to make a Teach Children to Save Day educational presentation to your classrooms. Our bankers supply all the necessary worksheets and activities that are from our Hands on Banking® financial education program which is completely non-commercial.

If you or any of your teachers would like to have this savings presentation, please contact me directly at 619-397-7420. I've also enclosed my business card should you want additional contact information.

We look forward to working with the students of La Mirada Elementary.

Sincerely,

Guadalupe Limon
Personal Banker



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Willow School
Manuel Bojorquez, Principal

INITIAL: 
 Informational
 Action

AGENDA ITEM: STAR/PAL 2019 ~ PADRES ROOKIE BASEBALL CLINIC & FIELD TRIP TO PETCO PARK FOR STUDENTS FROM WILLOW SCHOOL

BACKGROUND INFORMATION:

The mission of STAR/PAL is to empower underserved youth to build a safer and more prosperous community by engaging with law enforcement and collaborative partners.

STAR/PAL with the support of the San Diego Padres runs a series of Padres Baseball Camps each year in the spring and summer months throughout the County of San Diego. This camp gives local schools and other community youth organizations the opportunity to learn the basics of baseball and run drills with volunteers from various law enforcement and public safety agencies.

This year Willow School was chosen by law enforcement to participate in the Padres Rookie Baseball Clinic. Principal is requesting approval for approximately 60 students and 10 staff volunteers to participate in this program, which includes:

- Padres Rookie Baseball Clinic on May 21, 2019 at Willow School's soccer field
- Field trip to Petco Park to watch a baseball game with STAR/PAL officers and law enforcement volunteers on May 22, 2019

STAR/PAL will sponsor the Padres Rookie Baseball Clinic and the entrance to the Padres game. Willow School will cover the cost of transportation to Petco Park from the General Fund.

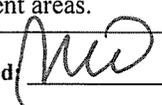
RECOMMENDATION:

Approve the Padres Rookie Baseball Clinic and field trip to Petco Park sponsored by STAR/PAL for 60 students and 10 volunteers from Willow School on May 21 and 22, 2019 at the cost of \$600.00 for transportation services from the General fund.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$600.00

General Fund

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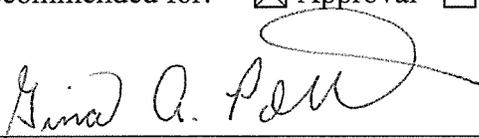
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



14D.5

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



04/15/19

Willow Elementary
226 Willow Road, San Ysidro, CA 92173

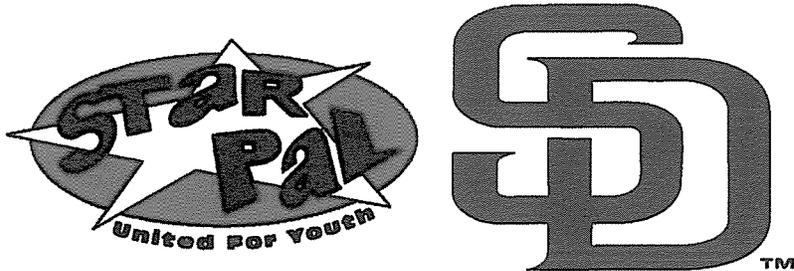
Dear Willow Elementary:

Congratulations on being selected to participate in the Padres Rookie Baseball Clinic!
The clinic will be held on May 21, 2019 and will require the following conditions:

- Each student MUST have a completed waiver from a parent/legal guardian to participate.
- Students who do not have a completed waiver will NOT be able to participate. There are NO exceptions.
- Secure at minimum 10 volunteers for the day for the Padres Rookie Baseball Clinic, including setup and breakdown.
- Each volunteer must be at least 18 years of age.
- Your school has a grass playing field space of at least 70 x 50 yards.
- School's that do not have a field will be reviewed on a case by case basis.
- Your school's field is accessible by the equipment truck.
- Your school's field is in good condition (no trash and free of animal excrements) and is free from obstructions or debris that could harm students.
- STAR/PAL reserve the right to cancel or reschedule the clinic if the field is determined to be unsafe or if there is inclement weather.
- STAR/PAL are only able to accommodate a maximum of 60 students per session.
- STAR/PAL will NOT hold a Clinic for fewer than 50 students.
- All volunteers must be present at the school field 1 hour prior to clinic start time.
- STAR/PAL will not begin a clinic before 10 AM and after 3 PM.
- Waivers will be collected prior to the start of the clinic.
- For safety purposes, we will need to see a picture of the field before confirming

Sincerely,
STAR/PAL

We look forward on seeing you! If you have any further questions, please contact Officer Ana Diaz Pina at 619-888-6903 or by email at ana.pina@sdcountry.ca.gov



STAR/PAL 2019

PADRES ROOKIE BASEBALL CLINIC

When: May 21 & 22, 2019
Where: Willow Elementary/ Petco Park
Time: 10:00 am- 11:30 am (Tuesday)
 11:30am- 3:30pm (Wednesday) Petco Park

The STAR/PAL Padres Rookie Baseball Clinic is designed for beginner level players and is free for boys & girls ages 7-13 years old.

- All participants will receive a Padres cap, shirt, and will attend a Padres game.
- Participation will be limited to the first 60 sign-ups (first come, first served). To register, you **MUST** turn in the waiver form signed by your parent/guardian to your school representative. School is responsible for the transportation to the game on the following day.

STAR/PAL Padres Baseball Camp Waiver and Release of Liability

*****This form must be submitted to STAR/PAL or school before participation in the event. Waiver submittal is not a guarantee of participation.**

1. STAR/PAL does not maintain health insurance for injuries to the player that may arise out of involvement in this program.
2. By virtue of participation, I or my child risks bodily injury, including paralysis, dismemberment and death, and/or including damage to property.
3. I knowingly and freely assume all such risk for myself and/or child.
4. I release and hold harmless and promise not to sue STAR/PAL, the San Diego Padres, the County of San Diego, the Sheriff's Department, partnering agencies, or any of their respective officers, agents or employees with respect to any and all such injury, paralysis, dismemberment, death or loss except that injury or loss which results from gross negligence or willful or wanton misconduct of one of those individuals or organizations.
5. I agree to inform my child that he/she must follow the code of ethics for participants, all safety rules, as well as any others given at practice, during games, tournaments or other gatherings.
6. I hereby authorize and give my consent for medical care to be given in an emergency situation to the above named child while he/she is participating in the above named activity.
7. This agreement is binding on my heirs, personal representatives, next of kin, spouse and assigns.
8. I hereby give permission for the following named child to be photographed, videotaped or recorded for publicity purposes and that I waive all claims for compensation.

Child's name (print) _____ Male _____ Female _____ Date of birth ____/____/____

Address _____ Apt. # _____ City _____ Zip _____

Phone # _____ Emergency phone # (s) _____ / _____ School: _____

This is to certify that as a parent/guardian of this participant, I do consent to his/her waiver and release as set forth above. I will review the information in this pamphlet with my child and realize that participation in this program is voluntary.

Parent/Guardian signature _____ Date signed ____/____/____

Parent/Guardian name (print) _____ Relationship _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - MAY

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 May 9, 2019 Board meeting:

- ASES End of Year Celebration
- Introduction to Restorative Justice Training and Using Circles Effectively
- K-5 Handwriting Workshop
- 2018-19 Countywide ESSA Cost Sharing MOU Meeting
- Joint Homeless & AB 490 Foster Care District Liaison Meeting
- Executive Function in the Everyday Context: The Evidence for Assessment and Intervention
- VMware vSphere: Install, Configure & Manage
- Content Accessibility
- Positive Behavioral Interventions & Supports Teacher Academy

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

RECOMMENDATION:

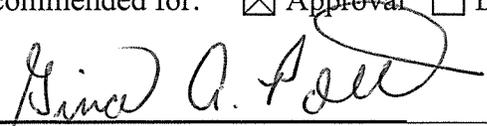
Approve/Ratify the attendance and participation of District staff (see attached list) to the different professional developments, as scheduled.

LCAP GOAL AND ACTION/SERVICE:

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed 
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?				Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
APPROXIMATE COST \$9,340.00 (Amount)	Title I 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.6**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Gina Potter, Manuela Colom, Omar Calleros, Francisco Mata	ASES End of Year Celebration	San Diego	May 21, 2019	\$0	No Cost
Nadia Aviles, Marisela Lozano, Gustavo Lopez, Lupita Garcia	Introduction to Restorative Justice Training and Using Circles Effectively	SDCOE	May 14-16, 2019	\$710.000	Title I Fund
Lourdes Quezada, Lexa Glantz	Introduction to Restorative Justice Training and Using Circles Effectively	SDCOE	June 5-6, 2019	\$1,000.00	Title I Fund
Desiree Arias	K-5 Handwriting Workshop	San Diego	June 15, 2019	\$350.00	Title I Fund
Veronica Medina	2018-19 Countywide ESSA Cost Sharing MOU Meeting	SDCOE	May 8, 2019	\$0	No Cost
Veronica Medina	Joint Homeless & AB 490 Foster Care District Liaison Meeting	SDCOE	May 14, 2019	\$0	No Cost
Miguel Aguilera, Rick Quintana	Executive Function in the Everyday Context: The Evidence for Assessment and Intervention	San Diego	June 18, 2019	\$0	No Cost

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Todd Lewis, George Leyva	VMware vSphere: Install, Configure & Manage	SDCOE	May 13-17, 2019	\$0	No Cost
Todd Lewis	Content Accessibility	SDCOE	May 23, 2019	\$0	No Cost
Ivonne Loaiza, Alana Arciaga, Michael Direen Cynthia Vinarao, Maria Kaai, Joel Garcia, Shirley Kinney, Erika Hurtado	Positive Behavioral Interventions & Supports Teacher Academy	SDCOE	June 18, 2019 June 19, 2019 June 20, 2019	\$6,280.00	Title I Fund

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 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 #10 (March 25th, 2019 through April 19th, 2019):
 ▪ General Fund: 0000004660-0000004666, 0000004668, 0000004671-0000004676, 0000004678, 0000004680-0000004692, 0000004694, 000004696-0000004698, 0000004700-0000004702, 0000004704-0000004716, 0000004718-0000004723, 0000004725-0000004734, 0000004736-0000004740, 0000004742-0000004750, 0000004752-0000004762, 0000004771
 ▪ Child Development Fund: 0000004667, 0000004669-0000004670, 0000004679, 0000004693, 0000004703, 0000004717, 0000004724, 0000004735, 0000004751, 0000004763
 ▪ Child Nutrition Fund: 0000004677, 0000004699.

RECOMMENDATION:

Ratify the following purchase orders incurred by the District during the period March 25, 2019 through April 19, 2019.

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

Varies
(Amount)

As listed above
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

PURCHASING REPORT

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004660	3/25/2019	003102	SAN DIEGO COUNTY SCHOOL BOARDS		0100	0000000	5800000	080	5,000.00
			REGISTRATION FEES						
0000004661	3/25/2019	001012	CDW GOVERNMENT LLC		0100	0000000	4300001	022	804.42
			OFFICE SUPPLIES						
0000004662	3/25/2019	000273	SCHOLASTIC, INC		0100	3010000	4300001	012	297.01
			INSTRUCTIONAL SUPPLIES						
0000004663	3/25/2019	000983	CASBO		0100	8150000	5200003	070	570.00
			REGISTRATION FEE						
0000004664	3/25/2019	0000000594	PRC-SALTILLO		0100	6500000	5800010	054	650.00
			CONTRACTED SERVICES						
0000004665	3/25/2019	004218	ALICIA MARISCAL		0100	8150000	5600005	070	700.00
			CONTRACTED SERVICES						
0000004666	3/25/2019	0000000092	SCHOOLMATE		0100	0000000	4300001	018	1,589.32
			INSTRUCTIONAL SUPPLIES						
0000004668	3/25/2019	000651	CSBA		0100	0000000	5800010	063	8,873.50
			CONTRACTED SERVICES						
0000004671	3/25/2019	000588	SCHOOL SERVICES OF CALIFORNIA		0100	0000000	5200003	071	2,200.00
			REGISTRATION FEES						
0000004672	3/26/2019	003313	BEST BUY		0100	0000001	4300001	020	16,630.45
			INSTRUCTIONAL SUPPLIES (Chromebooks)						
0000004672	3/26/2019	003313	BEST BUY		0100	0000001	4300001	061	16,630.45
			INSTRUCTIONAL SUPPLIES (Chromebooks)						
0000004673	3/26/2019	001012	CDW GOVERNMENT LLC		0100	0000000	4300002	067	536.06
			TECHNOLOGY SUPPLIES						
0000004674	3/26/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	012	438.45
			INSTRUCTIONAL SUPPLIES						
0000004675	3/27/2019	003722	PEARSON		0100	6500000	4300003	054	227.50
			INSTRUCTIONAL SUPPLIES						
0000004676	3/27/2019	001012	CDW GOVERNMENT LLC		0100	0000000	4300003	057	2,870.46
			TECHNOLOGY SUPPLIES						
0000004678	3/27/2019	004913	ENVIROMATRIX ANALYTICAL, INC		0100	8150000	5600005	070	240.00
			CONTRACTED SERVICES						
0000004680	3/27/2019	001674	CUMMINS CAL PACIFIC LLC		0100	0982000	4300023	074	2,000.00
			TRANSPORTATION SUPPLIES						
0000004681	3/27/2019	004797	KOMPAN, INC.		0100	8150000	4300007	070	1,162.43
			MAINTENANCE SUPPLIES						
0000004682	3/27/2019	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	020	683.57
			CUSTODIAL SUPPLIES						
0000004683	3/27/2019	002711	ROCHESTER 100 INC.		0100	0000000	4300001	018	1,703.53
			INSTRUCTIONAL SUPPLIES						
0000004684	3/27/2019	0000000267	MANO A MANO FOUNDATION		0100	3010004	5800010	020	4,000.00
			CONTRACTED SERVICES						
0000004685	3/27/2019	0000000598	DECLUES, BURKETT & THOMPSON, APC		0100	0000000	5800002	071	50,887.93
			LEGAL FEES						
0000004686	3/27/2019	0000000599	WALSH & ASSOCIATES, APC		0100	0000000	5800002	071	15,000.00
			LEGAL FEES						
0000004687	3/27/2019	004784	TIME AND ALARM SYSTEMS		0100	0000000	5600005	070	314.00
			CONTRACTED SERVICES						
0000004688	3/27/2019	000370	DUNN-EDWARDS CORP.		0100	8150000	4300007	070	1,698.26
			MAINTENANCE SUPPLIES						
0000004689	3/27/2019	004084	RUSSELL SIGLER, INC		0100	8150000	4400000	070	1,310.24
			MAINTENANCE SUPPLIES						
0000004690	3/27/2019	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	018	4,018.26
			CUSTODIAL SUPPLIES						
0000004691	4/1/2019	000379	HAWTHORNE MACHINERY		0100	0982000	5600005	074	4,053.15
			CONTRACTED SERVICES						
0000004692	4/1/2019	001980	LOS ANGELES FREIGHTLINER		0100	0982000	5600005	074	3,995.31
			CONTRACTED SERVICES						
0000004694	4/2/2019	004822	CALIFORNIA FINANCIAL SERVICES		0100	0000000	5800010	071	10,000.00
			PROFESSIONAL SERVICES						
0000004696	4/4/2019	000588	SCHOOL SERVICES OF CALIFORNIA		0100	0000000	5800010	071	650.00
			PROFESSIONAL SERVICES						
0000004697	4/4/2019	002355	I B TROPHIES & AWARDS		0100	0000000	4300001	025	32.33
			INSTRUCTIONAL SUPPLIES						
0000004698	4/7/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	63.79
			INSTRUCTIONAL SUPPLIES						
0000004700	4/8/2019	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	069	1,929.25
			CUSTODIAL SUPPLIES						
0000004701	4/8/2019	000146	LAKESHORE		0100	0000000	4300001	024	988.82
			INSTRUCTIONAL SUPPLIES						
0000004702	4/8/2019	001755	WILLIAM V. MAC GILL & CO.		0100	8150000	4300007	070	259.34
			MEDICAL SUPPLIES						
0000004704	4/8/2019	001012	CDW GOVERNMENT LLC		0100	0000000	4300002	067	474.91
			TECHNOLOGY SUPPLIES						
0000004705	4/8/2019	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	1100000	5200000	080	2,500.00
			REGISTRATION FEES						
0000004706	4/8/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	500.53
			INSTRUCTIONAL SUPPLIES						
0000004707	4/8/2019	000814	COUNTY OF SAN DIEGO		0100	0000000	5800004	063	9,720.00
			CONTRACTED SERVICES (Register of Voters)						
0000004708	4/8/2019	001755	WILLIAM V. MAC GILL & CO.		0100	0000000	4300010	025	719.24
			MEDICAL SUPPLIES						

PURCHASING REPORT

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004709	4/8/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	468.12
0000004710	4/8/2019	0000000030	DEPARTMENT OF GENERAL SERVICES		0100	9010075	6200002	080	1,031.99
0000004711	4/8/2019	0000000030A	DEPARTMENT OF GENERAL SERVICES		0100	9010075	6200002	080	1,913.49
0000004712	4/8/2019	0000000030B	DEPARTMENT OF GENERAL SERVICES		0100	9010075	6200002	080	1,580.25
0000004713	4/8/2019	0000000030C	DEPARTMENT OF GENERAL SERVICES		0100	9010075	6200002	080	1,591.00
0000004714	4/8/2019	0000000030D	DEPARTMENT OF GENERAL SERVICES		0100	9010075	6200002	080	1,741.50
0000004715	4/8/2019	0000000030E	DEPARTMENT OF GENERAL SERVICES		0100	9010075	6200002	080	1,752.25
0000004716	4/8/2019	001612	PRESIDENT'S EDUCATION AWARDS		0100	0000000	4300001	025	377.13
0000004718	4/9/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	025	661.34
0000004719	4/9/2019	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300001	012	1,551.30
0000004720	4/9/2019	000535	SCHOOL SPECIALTY		0100	0000000	4300001	012	113.14
0000004721	4/9/2019	000273	SCHOLASTIC, INC		0100	3010000	4300001	012	1,672.82
0000004722	4/9/2019	000535	SCHOOL SPECIALTY		0100	0000000	4300001	025	117.64
0000004723	4/9/2019	001775	STAPLES, INC.		0100	0000000	4300001	024	302.52
0000004725	4/9/2019	001685	COMPLIANCE POSTER COMPANY		0100	0000000	4300011	062	114.08
0000004726	4/9/2019	0000000604	EL FOLKLOR MEXICANO INC.		0100	0980002	4300001	061	2,475.43
0000004727	4/9/2019	002682	BENCHMARK EDUCATION COMPANY		0100	3010000	4300001	016	5,424.74
0000004728	4/9/2019	0000000605	WEVIDEO INC.		0100	0980002	4300001	061	199.00
0000004729	4/9/2019	001161	HOME DEPOT		0100	0980002	4300001	061	152.13
0000004730	4/9/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	747.22
0000004731	4/9/2019	001102	ORIENTAL TRADING COMPANY, INC.		0100	0980002	4300001	061	105.08
0000004732	4/10/2019	000146	LAKESHORE		0100	3010000	4300001	018	12,542.24
0000004733	4/10/2019	000437	CURRICULUM ASSOC. INC.		0100	3010000	4300001	018	10,962.12
0000004734	4/10/2019	000379	HAWTHORNE MACHINERY		0100	0982000	5600005	074	4,784.89
0000004736	4/10/2019	001012	CDW GOVERNMENT LLC		0100	0000000	4400000	067	1,774.64
0000004737	4/10/2019	0000000031	WILLIAM H. SADLER, INC		0100	3010000	4300001	018	2,446.99
0000004738	4/11/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	349.17
0000004739	4/11/2019	0000000491	PANERA BREAD COMPANY		0100	0000000	4300015	064	132.99
0000004740	4/11/2019	000273	SCHOLASTIC, INC		0100	0000000	4200000	024	200.75
0000004742	4/15/2019	000146	LAKESHORE		0100	0000000	4300001	024	1,070.10
0000004743	4/15/2019	004309	BEST BEST & KRIEGER LLP		0100	0000000	5800002	063	30,921.50
0000004744	4/15/2019	003529	WESTERN GRAPHIX		0100	0982000	4300011	074	282.59
0000004745	4/15/2019	0000000255	KELLY PAPER		0100	0000000	4300001	020	5,387.50
0000004746	4/15/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	012	421.39
0000004747	4/15/2019	004544	TROPHY DEPOT, INC.		0100	0000000	4300001	018	2,511.67
0000004748	4/15/2019	001755	WILLIAM V. MAC GILL & CO.		0100	0000000	4300010	025	254.49
0000004749	4/15/2019	0000000390	DANNIS WOLIVER KELLEY		0100	0000000	5800002	063	6,501.00
0000004750	4/16/2019	0000000070	SITEONE LANDSCAPE SUPPLY		0100	8150000	5600005	070	872.87
0000004751	4/16/2019	0000000276	CSUS/DPR IPM		0100	0000000	5200000	069	150.00
0000004752	4/16/2019	001102	ORIENTAL TRADING COMPANY, INC.		0100	0490000	4300000	052	123.63
0000004754	4/16/2019	001238	GOPHER SPORT		0100	0490000	4300000	052	1,643.05

PURCHASING REPORT

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000004755	4/16/2019	002043	JONES SCHOOL SUPPLY CO., INC.		0100	0490000	4300000	052	145.45
0000004756	4/16/2019	004678	AMAZON.COM, INC.		0100	0490000	4300000	052	1,294.44
0000004757	4/16/2019	000146	LAKESHORE		0100	0000000	4300001	024	755.79
0000004758	4/16/2019	000393	ATTAINMENT COMPANY, INC.		0100	6500000	4300001	054	145.95
0000004759	4/16/2019	000273	SCHOLASTIC, INC		0100	3010000	4300001	018	1,182.29
0000004760	4/16/2019	0000000413	TENCERSHERMAN LLP		0100	0000000	5800002	071	673.68
0000004761	4/17/2019	004678	AMAZON.COM, INC.		0100	0000000	4300011	064	574.77
0000004762	4/17/2019	0000000240	KAGAN PROFESSIONALDEVELOPMENT		0100	3010000	5800010	018	16,096.00
0000004764	4/18/2019	001725	SPINITAR/PRESENTATION PRODUCTS		0100	3010000	4300001	012	3,241.46
0000004765	4/18/2019	000437	CURRICULUM ASSOC. INC.		0100	8150000	4300007	070	5,347.70
0000004766	4/18/2019	004678	AMAZON.COM, INC.		0100	0000000	4400000	067	694.27
0000004767	4/18/2019	001012	CDW GOVERNMENT LLC		0100	0000000	5600005	070	2,154.61
0000004768	4/18/2019	004721	A&S FLOORING		0100	8150000	4300001	024	2,154.00
0000004769	4/18/2019	000146	LAKESHORE		0100	0000000	4300001	024	774.52
0000004770	4/18/2019	003313	BEST BUY		0100	0000000	4300001	022	224.55
0000004771	4/19/2019	0000000077	AZTEC CONTAINER		0100	8150000	5600001	070	2,424.36
									322,232.10
0000004667	3/25/2019	004678	AMAZON.COM, INC.		1200	9024000	4300001	076	102.45
0000004669	3/25/2019	000535	SCHOOL SPECIALTY		1200	5210000	4300001	076	1,349.03
0000004670	3/25/2019	000445	CONSTRUCTIVE PLAYTHINGS		1200	9024000	4300001	076	2,181.59
0000004679	3/27/2019	001012	CDW GOVERNMENT LLC		1200	9024000	4400000	076	1,175.96
0000004693	4/2/2019	001487	DISCOUNT SCHOOL SUPPLY		1200	9024000	4300001	076	1,306.85
0000004703	4/8/2019	0000000280	BECKER'S SCHOOL SUPPLIES		1200	9024000	4300001	076	304.84
0000004717	4/8/2019	001666	MIRACLE PLAYGROUND SALES INC		1200	9024000	4300001	076	705.98
0000004724	4/9/2019	000146	LAKESHORE		1200	6105000	4300001	076	8,184.84
0000004735	4/10/2019	001183	SCHOLASTIC READING CLUB		1200	9024000	4300333	076	1,077.50
0000004751	4/16/2019	000146	LAKESHORE		1200	5210000	4300001	076	5,701.06
0000004763	4/18/2019	000146	LAKESHORE		1200	9024000	4300001	076	1,593.76
									23,683.86
0000004677	3/27/2019	000506	DION INTERNATIONAL TRUCK INC.		1300	5310000	5600005	085	1,200.30
0000004699	4/8/2019	000726	ECOLAB		1300	5310000	5600005	085	5,333.63
									6,533.93
									352,449.89

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** May 9, 2019

VIA: Gina A. Potter, Ed.D. **FROM:**
Superintendent Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: *MAW*
 Informational
 Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

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

The following are expenditures incurred by the District during the period of March 22, 2019 through April 18, 2019 with checks #14-524711 through #14-535221 for a total expenditure of \$929,734.49 from the following sources:

- General Fund - \$827,424.94
- Child Development - \$987.68
- Child Nutrition - \$9,075.10
- Capital Facilities- \$82,246.77
- Capital Projects- \$10,000.00

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of March 22, 2019 through April 18, 2019 for a total expenditure of \$929,734.49

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.

<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: <i>MAW</i>
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
<div style="border: 1px solid black; padding: 5px; width: 150px;">\$929,734.49 (Amount)</div>	<div style="border: 1px solid black; padding: 5px; width: 250px;">Various (see above) (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 5px; width: 250px;">-- (Funding account number)</div>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14524712	VECTOR USA	3/22/2019	11080.33	0100	CONTRACTED SERVICES
14524713	NINYO & MOORE	3/22/2019	4069.87	0100	PROFESSIONAL SERVICES
14524715	CAPITOL ADVISORS GROUP, LLC	3/22/2019	2000.00	0100	CONTRACTED SERVICES
14524716	SAN DIEGO GAS & ELECTRIC	3/22/2019	330.75	0100	UTILITIES
14524717	CITY TREASURER	3/22/2019	9500.06	0100	UTILITIES
14524718	AMAZON.COM, INC.	3/22/2019	5492.82	0100	OFFICE SUPPLIES
14524719	ANTONIO RAMIREZ	3/22/2019	751.68	0100	MILEAGE
14525665	CAROLINA JAIME	3/26/2019	27.60	0100	MILEAGE
14525668	PAULO AZEVEDO	3/26/2019	295.58	0100	MILEAGE
14525670	MELISSA HASEMYER	3/26/2019	196.73	0100	CONFERENCE REIMBURSEMENT
14525672	LETICIA LEMOS	3/26/2019	19.05	0100	CONFERENCE REIMBURSEMENT
14526222	VECTOR USA	3/27/2019	2163.24	0100	CONTRACTED SERVICES
14526224	ANITA GILLCHREST	3/27/2019	1576.90	0100	CONFERENCE REIMBURSEMENT
14526225	WAL- MART COMMUNITY/GEGRB	3/27/2019	560.38	0100	PATHWAYS- INST. SUPPLIES
14526935	DEPARTMENT OF GENERAL SERVICES	3/28/2019	9610.48	0100	CONTRACTED SRVS. - DSA - Solar
14526936	ORANGE COUNTY DEPT. OF EDUCATION	3/28/2019	93.80	0100	PROFESSIONAL SERVICES
14526937	MRC SMART TECHNOLOGY SOLUTIONS	3/28/2019	8926.90	0100	CONTRACTED SERVICES
14526938	KELLY PAPER	3/28/2019	5717.79	0100	INSTRUCTIONAL SUPPLIES
14526939	EBS - EDUCATIONAL BASED SERVICES	3/28/2019	9556.50	0100	CONTRACTED SERVICES
14526940	HORIZON DISTRIBUTORS	3/28/2019	452.02	0100	GOODS SUPPLIES
14526941	VERBAL BEHAVIOR ASSOCIATES	3/28/2019	2400.00	0100	PROFESSIONAL SERVICES
14526942	ADAPTIVE TECH SOLUTIONS, LLC	3/28/2019	537.43	0100	INSTRUCTIONAL SUPPLIES
14526943	PRC-SALTILLO	3/28/2019	650.00	0100	CONTRACTED SERVICES
14526945	PARADIGM HEALTHCARE SERVICES	3/28/2019	500.00	0100	PROFESSIONAL SERVICES
14526946	WESTERN PSYCHOLOGICAL SERVICES	3/28/2019	278.13	0100	INSTRUCTIONAL SUPPLIES
14526949	OFFICE DEPOT	3/28/2019	626.95	0100	INSTRUCTIONAL SUPPLIES
14526950	CASBO	3/28/2019	890.00	0100	REGISTRATION FEES
14526951	EWING IRRIGATION	3/28/2019	993.39	0100	GOODS SUPPLIES
14526952	SPINITAR/PRESENTATION PRODUCTS	3/28/2019	3128.17	0100	INSTRUCTIONAL SUPPLIES
14526953	WILLIAM V. MAC GILL & CO.	3/28/2019	493.11	0100	MEDICAL SUPPLIES
14526954	BLACKIE'S TROPHIES & AWARDS	3/28/2019	238.16	0100	OFFICE SUPPLIES
14526955	SMART & FINAL	3/28/2019	398.92	0100	PATHWAYS - INST. SUPPLIES
14526956	CPI	3/28/2019	150.00	0100	DUES & MEMBERSHIP

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14526957	ACSA	3/28/2019	1600.00	0100	REGISTRATION FEE
14526958	FEDEX	3/28/2019	34.90	0100	POSTAGE
14526959	WAL- MART COMMUNITY/GEGRB	3/28/2019	282.42	0100	INSTRUCTIONAL SUPPLIES
14526960	SOUTHWEST SCHOOL & OFFICE	3/28/2019	601.89	0100	OFFICE SUPPLIES
14526962	LEAL & TREJO APC	3/28/2019	1572.51	0100	LEGAL FEES
14526963	SAN DIEGO CENTER FOR CHILDREN	3/28/2019	2967.44	0100	PROFESSIONAL SERVICES
14526964	SPARKLETT'S	3/28/2019	355.68	0100	CONTRACTED SERVICES
14526965	XEROX CORPORATION	3/28/2019	356.17	0100	CONTRACTED SERVICES
14528393	COMMERCIAL LOCK & SAFE	4/2/2019	5332.45	0100	CONTRACTED SERVICES
14528394	SEAWORLD PARKS & ENTERTAINMENT	4/2/2019	455.00	0100	ADMISSION FEES
14528395	CSBA	4/2/2019	7475.00	0100	REGISTRATION FEES
14528396	ASSOCIATED VALUATION SERVICES	4/2/2019	1893.42	0100	PROFESSIONAL SERVICES
14528397	YMCA OF SAN DIEGO COUNTY	4/2/2019	77214.89	0100	CONTRACTED SERVICES
14528398	SOUTHWEST SCHOOL & OFFICE	4/2/2019	53.88	0100	OFFICE SUPPLIES
14528399	EDUPOINT EDUCATIONAL SYSTEMS	4/2/2019	21924.00	0100	CONTRACTED SRVS. - Synergy
14529567	ACHIEVE3000, INC	4/4/2019	12200.00	0100	CONTRACTED SERVICES
14529568	INDUSTRIAL WEBBING CORP	4/4/2019	21.74	0100	INSTRUCTIONAL SUPPLIES
14529569	WALSH & ASSOCIATES, APC	4/4/2019	1281.59	0100	LEGAL FEES
14529570	CULVER-NEWLIN INC.	4/4/2019	1139.00	0100	OFFICE SUPPLIES
14529571	SAN DIEGO GAS & ELECTRIC	4/4/2019	51895.89	0100	UTILITIES
14529572	DUNN-EDWARDS CORP.	4/4/2019	1698.26	0100	MAINTENANCE SUPPLIES
14529573	DION INTERNATIONAL TRUCK INC.	4/4/2019	131.13	0100	MECHANIC SUPPLIES
14529574	CDW GOVERNMENT LLC	4/4/2019	825.37	0100	OFFICE SUPPLIES
14529575	HOME DEPOT	4/4/2019	1853.03	0100	FOUNDATIONS SUPPLIES
14529576	REPUBLIC SERVICES	4/4/2019	12028.52	0100	UTILITIES
14529577	RANCHO SAN DIEGO NURSERY INC	4/4/2019	216.00	0100	FOUNDATIONS SUPPLIES
14529578	HANDY METAL MART	4/4/2019	157.90	0100	MECHANIC SUPPLIES
14529579	CABE	4/4/2019	4220.00	0100	REGISTRATION FEES
14529580	HARBOR FREIGHT TOOLS	4/4/2019	351.34	0100	MAINTENANCE SUPPLIES
14529581	PEARSON	4/4/2019	227.50	0100	INSTRUCTIONAL SUPPLIES
14529582	PRO POWER	4/4/2019	887.97	0100	FOUNDATIONS SUPPLIES
14529583	SIR SPEEDY PRINTING 02890	4/4/2019	97.88	0100	OFFICE SUPPLIES
14529584	TIME AND ALARM SYSTEMS	4/4/2019	314.00	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14529585	ENVIROMATRIX ANALYTICAL, INC	4/4/2019	240.00	0100	CONTRACTED SERVICES
14529586	XEROX CORPORATION	4/4/2019	5162.30	0100	CONTRACTED SERVICES
14530248	HOME DEPOT	4/5/2019	89.01	0100	MAINTENANCE SUPPLIES
14530801	BMR HEALTH SERVICES, INC	4/8/2019	9920.00	0100	CONTRACTED SERVICES
14530802	CAROLYN KARINEN	4/8/2019	9888.00	0100	SLP PROFESSIONAL SERVICES
14530803	MANO A MANO FOUNDATION	4/8/2019	4000.00	0100	CONTRACTED SERVICES
14530804	MAXIM HEALTHCARE SERVICES, INC	4/8/2019	29046.00	0100	PROFESSIONAL SERVICES
14530806	HAWTHORNE MACHINERY	4/8/2019	4053.15	0100	CONTRACTED SERVICES
14530807	LOS ANGELES FREIGHTLINER	4/8/2019	3995.31	0100	CONTRACTED SERVICES
14530808	LAW OFFICES OF SCHWARTZ&STOREY	4/8/2019	7300.00	0100	LEGAL FEES
14530809	KOMPAN, INC.	4/8/2019	1162.43	0100	MAINTENANCE SUPPLIES
14530810	CALIFORNIA FINANCIAL SERVICES	4/8/2019	10000.00	0100	PROFESSIONAL SERVICES
14531336	MARTA RODRIGUEZ DE TORRES	4/9/2019	65.00	0100	REIMBURSEMENT
14531337	A-Z BUS SALES, INC.	4/9/2019	32.95	0100	CONTRACTED SERVICES
14531338	ABA EDUCATION FOUNDATION	4/9/2019	1387.50	0100	PROFESSIONAL SERVICES
14531916	EFRAIN IVAN MANRIQUEZ	4/10/2019	121.51	0100	MILEAGE
14531917	AARDVARK ANT & PEST CONTROL INC.	4/10/2019	1040.00	0100	CONTRACTED SERVICES
14531918	BRIANNA MINTON	4/10/2019	64.03	0100	MILEAGE
14531921	DIXIELINE LUMBER CO	4/10/2019	2183.26	0100	MAINTENANCE SUPPLIES
14531922	GRAINGER	4/10/2019	887.41	0100	MAINTENANCE SUPPLIES
14531923	SPRINT	4/10/2019	3826.26	0100	CONTRACTED SERVICES
14531924	REFRIGERATION SUPPLIES	4/10/2019	678.91	0100	MAINTENANCE SUPPLIES
14531925	HOME DEPOT	4/10/2019	1862.45	0100	MAINTENANCE SUPPLIES
14531926	RANCHO SAN DIEGO NURSERY INC	4/10/2019	630.72	0100	GROUPS SUPPLIES
14531927	RANCHO AUTO & TRUCK PARTS	4/10/2019	105.82	0100	GROUPS SUPPLIES
14531928	I B TROPHIES & AWARDS	4/10/2019	32.33	0100	INSTRUCTIONAL SUPPLIES
14531929	CLARK SECURITY PRODUCTS	4/10/2019	287.27	0100	MAINTENANCE SUPPLIES
14531930	FLEETWASH INC	4/10/2019	149.99	0100	CONTRACTED SERVICES
14531931	THE HOME DEPOT SUPPLY	4/10/2019	998.20	0100	MAINTENANCE SUPPLIES
14531932	VALLEY INDUSTRIAL SPECIALTIES	4/10/2019	101.53	0100	MAINTENANCE SUPPLIES
14531933	OPTIMUM FLOORCARE	4/10/2019	189.57	0100	GROUPS SUPPLIES
14531934	RUSSELL SIGLER, INC	4/10/2019	591.49	0100	MAINTENANCE SUPPLIES
14531935	SCHOOL OUTFITTERS	4/10/2019	370.62	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14533181	MARTA RODRIGUEZ DE TORRES	4/12/2019	24.88	0100	MILEAGE
14533182	STEVEN V. BERRY	4/12/2019	2133.45	0100	OFFICE SUPPLIES
14533183	MAXIM HEALTHCARE SERVICES, INC	4/12/2019	34285.69	0100	PROFESSIONAL SERVICES
14533184	NIRVANA BUSTOS	4/12/2019	116.11	0100	MILEAGE
14533726	CORODATA RECORDS MANAGEMENT, INC.	4/15/2019	258.95	0100	CONTRACTED SERVICES
14533727	SCHOOLMATE	4/15/2019	1475.00	0100	INSTRUCTIONAL SUPPLIES
14533728	KELLY PAPER	4/15/2019	7203.02	0100	INSTRUCTIONAL SUPPLIES
14533730	D&D WILDLIFE HABITAT RESTORATION, INC.	4/15/2019	575.00	0100	CONTRACTED SERVICES
14533731	SARINA HEMUNGKORN	4/15/2019	221.92	0100	CONFERENCE REIMBURSEMENT
14533732	CAROLANNE BRANDT	4/15/2019	172.54	0100	CONFERENCE REIMBURSEMENT
14533733	ACES	4/15/2019	3824.34	0100	PROF. SRVCS - Non-Public
14533734	SAN DIEGO GAS & ELECTRIC	4/15/2019	11790.65	0100	UTILITIES
14533735	PARADIGM HEALTHCARE SERVICES	4/15/2019	1233.55	0100	PROFESSIONAL SERVICES
14533736	SCHOLASTIC , INC	4/15/2019	323.74	0100	INSTRUCTIONAL SUPPLIES
14533737	CDW GOVERNMENT LLC	4/15/2019	5386.90	0100	TECHNOLOGY SUPPLIES
14533738	ORIENTAL TRADING COMPANY, INC.	4/15/2019	211.12	0100	INSTRUCTIONAL SUPPLIES
14533739	WILLIAM V. MAC GILL & CO.	4/15/2019	222.31	0100	MEDICAL SUPPLIES
14533740	RCP BLOCK & BRICK	4/15/2019	840.41	0100	GROUNDS SUPPLIES
14533741	WILLY'S ELECTRONIC SUPPLY CO.	4/15/2019	471.72	0100	IT SUPPLIES
14533742	JONES SCHOOL SUPPLY CO., INC.	4/15/2019	1089.59	0100	INSTRUCTIONAL SUPPLIES
14533743	IMPERIAL SPRINKLER SUPPLY	4/15/2019	757.26	0100	GROUNDS SUPPLIES
14533744	ROCHESTER 100 INC.	4/15/2019	1594.50	0100	INSTRUCTIONAL SUPPLIES
14533745	CALIFORNIA ELECTRIC SUPPLY	4/15/2019	1103.18	0100	MAINTENANCE SUPPLIES
14533746	SMART & FINAL	4/15/2019	106.56	0100	REFRESHMENTS
14533747	FEDEX	4/15/2019	17.15	0100	POSTAGE
14533748	BEST BUY	4/15/2019	178.33	0100	OFFICE SUPPLIES
14533749	SOUTHWEST SCHOOL & OFFICE	4/15/2019	1004.09	0100	OFFICE SUPPLIES
14533750	BJ'S RENTALS, INC.	4/15/2019	50.72	0100	CONTRACTED SERVICES
14533751	TEAMTALK NETWORK	4/15/2019	397.80	0100	CONTRACTED SERVICES
14534196	UTILITY TRAILER SALES OF SOUTHERN	4/16/2019	222.79	0100	MAINTENANCE SUPPLIES
14534197	ACCO ENGINEERED SYSTEMS, INC.	4/16/2019	1653.98	0100	CONTRACTED SERVICES
14534199	PAULO AZEVEDO	4/16/2019	150.80	0100	MILEAGE
14534203	WAXIE SANITARY SUPPLY	4/16/2019	4996.36	0100	CUSTODIAL SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14534204	BJ'S RENTALS, INC.	4/16/2019	3803.62	0100	CONTRACTED SERVICES
14534205	FLYERS ENERGY	4/16/2019	6617.34	0100	CONTRACTED SERVICES
14534206	ANTONIO RAMIREZ	4/16/2019	668.16	0100	MILEAGE
14534644	WINET PATRICK GAYER CREIGHTON	4/17/2019	1237.40	0100	LEGAL FEES
14534645	EBS - EDUCATIONAL BASED SERVICES	4/17/2019	23343.75	0100	CONTRACTED SERVICES
14534646	DATEL SYSTEMS INCORPORATED	4/17/2019	6021.07	0100	TECHNOLOGY EQUIPMENT
14534647	ARDOR HEALTH SOLUTIONS	4/17/2019	14820.00	0100	CONTRACTED SERVICES
14534648	CAPITOL ADVISORS GROUP, LLC	4/17/2019	2000.00	0100	CONTRACTED SERVICES
14534649	THOMPSON & COLEGATE LLP	4/17/2019	3076.31	0100	LEGAL FEES
14534650	NICK MARINOVICH	4/17/2019	8750.00	0100	PROFESSIONAL SERVICES
14534651	THEODORE ROBINS FORD	4/17/2019	28871.49	0100	TRANSPORTATION EQUIPMENT
14534652	ALMA LAURA ENGLISH	4/17/2019	1765.96	0100	GARNISHMENT REFUND
14534653	SCHOOL SERVICES OF CALIFORNIA	4/17/2019	650.00	0100	PROFESSIONAL SERVICES
14534654	CSBA	4/17/2019	8873.50	0100	CONTRACTED SERVICES
14534655	ASELTINE SCHOOL	4/17/2019	10313.67	0100	PROF. SERV -NONPUBLIC SCHOOL
14534656	YMCA OF SAN DIEGO COUNTY	4/17/2019	86392.91	0100	CONTRACTED SERVICES
14534657	AT&T	4/17/2019	4327.08	0100	UTILITIES(PHONE)
14535201	P.I.P.S.	4/18/2019	75073.50	0100	CONTRACTED SERVICES
14535202	XEROX FINANCIAL SERVICES	4/18/2019	9274.25	0100	CONTRACTED SERVICES
14535203	WINET PATRICK GAYER CREIGHTON	4/18/2019	36.10	0100	LEGAL FEES
14535204	DANNIS WOLIVER KELLEY	4/18/2019	6501.00	0100	LEGAL SERVICES
14535205	HORIZON DISTRIBUTORS	4/18/2019	167.77	0100	GROUPS SUPPLIES
14535206	TENCERSHERMAN LLP	4/18/2019	673.68	0100	PROFESSIONAL SERVICES - KEENAN
14535207	PANERA BREAD COMPANY	4/18/2019	132.99	0100	REFRESHMENTS
14535208	DRYERASEBOARD.COM	4/18/2019	711.01	0100	INSTRUCTIONAL SUPPLIES
14535209	SAN DIEGO GAS & ELECTRIC	4/18/2019	330.15	0100	UTILITIES
14535210	SCHOLASTIC , INC	4/18/2019	200.75	0100	INSTRUCTIONAL SUPPLIES
14535211	HAWTHORNE MACHINERY	4/18/2019	4784.89	0100	CONTRACTED SERVICES
14535212	DION INTERNATIONAL TRUCK INC.	4/18/2019	900.00	0100	CONTRACTED SERVICES
14535213	CDW GOVERNMENT LLC	4/18/2019	537.67	0100	TECHNOLOGY SUPPLIES
14535214	CALIFORNIA DEPT. OF JUSTICE	4/18/2019	245.00	0100	CONTRACTED SERVICES
14535215	IMPERIAL SPRINKLER SUPPLY	4/18/2019	524.33	0100	GROUPS SUPPLIES
14535216	SMART & FINAL	4/18/2019	106.25	0100	REFRESHMENTS

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14535217	FEDEX	4/18/2019	17.28	0100	CONTRACTED SERVICES
14535218	SOUTHWEST SCHOOL & OFFICE	4/18/2019	906.91	0100	INSTRUCTIONAL SUPPLIES
14535219	WESTERN GRAPHIX	4/18/2019	282.59	0100	TRANSPORTATION SUPPLIES
14535220	BEST BEST & KRIEGER LLP	4/18/2019	30921.50	0100	LEGAL SERVICES
14535221	AMAZON.COM, INC.	4/18/2019	3634.12	0100	INSTRUCTIONAL SUPPLIES
Total 0100			\$ 827,424.94		
14525664	CRISTINA RENTERIA	3/26/2019	79.94	1200	REIMBURSEMENT
14525666	LYDIA CORONA	3/26/2019	21.19	1200	REIMBURSEMENT
14525667	CYNTHIA LUNA	3/26/2019	53.33	1200	REIMBURSEMENT
14525669	ERNESTINA LOPEZ	3/26/2019	156.66	1200	REIMBURSEMENT
14525671	LORENA VARELA	3/26/2019	39.21	1200	REIMBURSEMENT
14526944	MATILDE DIAZ	3/28/2019	21.12	1200	REIMBURSEMENT
14531919	BELINDA MEZA	4/10/2019	54.30	1200	REIMBURSEMENT
14531920	SANDRA FERGUSON	4/10/2019	29.59	1200	REIMBURSEMENT
14534195	CRISTINA RENTERIA	4/16/2019	28.21	1200	REIMBURSEMENT
14534198	CYNTHIA LUNA	4/16/2019	163.84	1200	REIMBURSEMENT
14534200	CRISTINA RIVERA-ORTIZ	4/16/2019	196.76	1200	REIMBURSEMENT
14534201	ILZETH SOLER	4/16/2019	102.38	1200	REIMBURSEMENT
14534202	MELIZA RUBIO	4/16/2019	41.15	1200	REIMBURSEMENT
Total 1200			\$ 987.68		
14526223	CHEVRON U.S.A. INC.	3/27/2019	4380.81	1300	CONTRACTED SERVICES
14526934	SELECTA INTERNATIONAL	3/28/2019	164.30	1300	CAFETERIA FOOD
14526947	SAFEWAY INC. - VONS DIVISION	3/28/2019	182.05	1300	CATERING SUPPLIES
14526948	P&R PAPER SUPPLY COMPANY, INC.	3/28/2019	2870.00	1300	CAFETERIA SUPPLIES
14526961	ACE COOLING & FREEZING	3/28/2019	1357.70	1300	CONTRACTED SERVICES
14533180	ANA BUSH	4/12/2019	120.24	1300	MILEAGE
Total 1300			\$ 9,075.10		
14524711	DEPARTMENT OF GENERAL SERVICES	3/22/2019	750.00	2518	CONTRACTED SERVICES
14524714	BAKER NOWICKI DESIGN STUDIO, LLP	3/22/2019	2314.20	2518	CONTRACTED SERVICES
14533729	SILVER CREEK INDUSTRIES, INC.	4/15/2019	79182.57	2518	CONTRACTED SERVICES
Total 2518			\$ 82,246.77		
14526226	CALIFORNIA FINANCIAL SERVICES	3/27/2019	10000.00	4903	CONTRACTED SERVICES
Total 4903			\$ 10,000.00		

Warrant ID	Payee	Payment Date	Amount	Fund	Description
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\$ 929,734.49

Grand Total

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 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 \$70.00 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 2018-2019 Budget?

Requisition #

Yes No

Yes No

DONATIONS
\$70.00

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: May 9, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: ma
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS) FOR THE EXECUTION OF THE SUPPLEMENTARY RETIREMENT PLAN

BACKGROUND INFORMATION:

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

This retirement incentive encouraged twenty-four (24) employees to enroll in the plan and submit resignation letters effective June 30, 2019. For a five-year period, the District will pay an annual amount of \$236,856.11 (5-year total of \$1,184,280.55) which includes PARS administrative fees for the management of the SRP.

The payment contribution schedule is from July 2019 to July 2023 at an annual amount of \$236,856.11. In order to execute the payments as designed by this plan, other documentation needs to be approved:

- Execution Agreement – adopts the Addendum for Supplementary Retirement Plan which modifies the 403(b) plan of the District.
- Addendum For Supplementary Retirement Plan
- Authorization to Pay Benefits
- Pacific Life Group Tax Sheltered 403(B) Annuity Contract
- Disclosure of Sales Commitments

RECOMMENDATION:

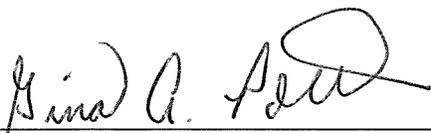
Approve the Public Agency Retirement Services (PARS) Execution Agreement and necessary documents for the implementation of the District’s Supplementary Retirement Plan in an amount of \$1,184,280.55 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal		<input checked="" type="checkbox"/> New		<input type="checkbox"/> Amendment		<input type="checkbox"/> Ratify		<input type="checkbox"/> Other		Business Services Reviewed: <u>ma</u>	
Financial Implications?		Will funds for this item be available in the 2019-2024 Budgets?								Requisition #	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
PERIOD 5-YEARS										--	
\$1,184,280.55 <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

EXECUTION AGREEMENT

Employer hereby adopts the Addendum for Supplementary Retirement Plan, which modifies the 403(b) plan of the Employer as identified below and agrees that the following provisions shall be incorporated as part of the Addendum and Plan.

EMPLOYER INFORMATION

Name of Employer: San Ysidro School District

Federal Tax ID: 95-6002821

Employer's Address: 4350 Otay Mesa Road, San Ysidro, CA 92173

Telephone Number: 619-428-4476

Fax Number: 619-428-9355

Contact Person: Marilyn Adrianzen, Chief Business Official

Telephone/Extension: 619-428-4476 ext. 3004

E-mail: Marilyn.Adrianzen@syzdschools.org

Type of Organization:

K-12 Public School County Office of Education Community College Public College/University

Note: If Employer is not a public education organization, this document may not be used.

PLAN INFORMATION

1. Name of Employer's 403(b) Plan: San Ysidro School District 403(b) Plan.

2. Effective Date: This Addendum is effective as of December 14, 2018.

3. Eligibility: Employees that satisfy all of the requirements under one of the following tiers as indicated below are eligible to receive Employer Contributions under this Addendum:

TIER I

- is a Certificated Non-Management Employee of the Employer as of December 13, 2018;
- has at least five (5) years of service with the Employer as of June 30, 2019;
- is eligible to retire under STRS (age fifty-five (55) with five (5) or more years of STRS service or age fifty (50) with thirty (30) or more years of STRS service) or PERS (age fifty (50) with five (5) or more years of PERS service) as of June 30, 2019;
- has resigned from employment with the Employer effective after the completion of the 2018-19 school year on or before June 30, 2019; and
- has applied for benefits under this Addendum.

TIER II

- is a Classified Non-Management Employee of the Employer as of December 13, 2018, and has been designated by the Employer as an eligible Employee under this Addendum;
- has at least five (5) years of service with the Employer as of June 30, 2019;

- an Employee who is covered under STRS or PERS must be eligible to retire under STRS (age fifty-five (55) with five (5) or more years of STRS service or age fifty (50) with thirty (30) or more years of STRS service) or PERS (age fifty (50) with five (5) or more years of PERS service) as of June 30, 2019;
- has resigned from employment with the Employer effective after the completion of the 2018-19 school year on or before June 30, 2019; and
- has applied for benefits under this Addendum.

Participants shall not be eligible for any other Employer sponsored retirement incentive programs. Participants shall not return to the Employer under a full-time contract without forfeiting their benefits under this Addendum.

4. Benefits Funded:

TIER I

The Employer shall fund a supplemental benefit under this Addendum for each Participant in the form of five annual Employer Contributions into the Participant’s 403(b) Annuity Contract held at Pacific Life Insurance Company. The sum of the Employer Contributions shall equal seventy percent (70%) of the Participant’s Final Pay deposited in equal installments to the Participant’s 403(b) Annuity Contract held at Pacific Life Insurance Company.

TIER II

The Employer shall fund a supplemental benefit under this Addendum for each Participant in the form of five annual Employer Contributions into the Participant’s 403(b) Annuity Contract held at Pacific Life Insurance Company. The sum of the Employer Contributions shall equal one-hundred percent (100%) of the Participant’s Final Pay deposited in equal installments to the Participant’s 403(b) Annuity Contract held at Pacific Life Insurance Company.

5. Final Pay: For purposes of calculating the Employer’s Contribution, “Final Pay” means: the Participant’s 2018-19 Base Pay (placement on the 2018-19 salary schedule, exclusive of stipends, overtime and extra duty work) multiplied by the Participant’s current FTE (full-time equivalence).

6. Monthly Benefit Payment Options: Benefits are payable in the form of monthly payments as follows:

- Payments over life of Participant
- 100% joint and survivor payments over lives of Participant and Beneficiary
- Payments over life of Participant with a minimum guarantee of 10 years of payments
- Fixed term payments guaranteed over the term selected
- Other (Describe) _____

7. Benefits Begin: The first benefit payment shall be made as of: August 1, 2019, or as soon as administratively practicable thereafter.

8. Investment Provider: Any Annuity Contracts that meet the requirements of Section 403(b) of the Code issued by Pacific Life Insurance Company.

9. Plan Administration: The Addendum shall be administered by Phase II Systems, a California corporation doing business as Public Agency Retirement Services (“PARS”).

The following section may be used to insert provisions for which there were no acceptable alternatives provided. It may be used to modify any portion of the Addendum or Execution Agreement.

NOTE: Any modifications should be carefully reviewed by Employer's legal counsel to ensure that changes do not adversely affect the Plan's qualification under Section 403(b) of the Code.

The Addendum and Execution Agreement are modified as follows: (Attach additional pages as necessary):

EMPLOYER ACKNOWLEDGEMENTS AND SIGNATURES

Employer acknowledges that it is an eligible public education organization under Section 170(b)(1)(A)(ii) of the Code and is authorized to offer a program qualified under Section 403(b) of the Internal Revenue Code.

EMPLOYER

Print Name of Employer: San Ysidro School District

By: _____

Print Name of Signer: Marilyn Adrianzen

Title: Chief Business Official

Date: _____

Addendum For
Supplementary Retirement Plan

The 403(b) plan documentation that describes the terms and conditions of the Employer's 403(b) plan is hereby modified by this Addendum and the Execution Agreement related to this Addendum for those Participants that qualify for contributions pursuant to the attached Execution Agreement. This Addendum and Execution Agreement, when combined with the Employer's other 403(b) plan documentation, constitutes the entire 403(b) plan of the Employer.

Section 1 - Definitions

The following words and terms, when used in this Addendum to the Plan, have the meanings set forth below.

- 1.1 **Account Balance** means the total value credited to each Participant's account attributable to contributions made under this Addendum, including any earnings or losses of the Investment Products (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, less any distribution made to the Participant or the Participant's Beneficiary, if applicable. The Account Balance includes the value of any account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).
- 1.2 **Addendum** means this separate addendum, and the benefits, terms and conditions set forth herein for certain eligible Employees, which is included as a part of the Employer's Plan.
- 1.3 **Administrator** means for purposes of administering the terms of this Addendum only, is Phase II Systems, a California corporation doing business as Public Agency Retirement Services. Notwithstanding this appointment, the Employer may delegate, by separate agreement, any administrative responsibilities hereunder to one or more persons, committees, Vendor, or other organization.
- 1.4 **Beneficiary** means the designated person who is entitled to receive benefits under this Addendum to the Plan after the death of a Participant. The Beneficiary under this Addendum may be a different person or entity than the beneficiary designated under the Plan.
- 1.5 **Code** means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 1.6 **Employee** means each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the Employee's compensation for performing services for a public school is paid by the Employer.
- 1.7 **Employer** means the public education organization identified in the Execution Agreement as the Employer.
- 1.8 **Employer Contributions** means the nonelective contributions made under this Addendum by the Employer as provided in the Execution Agreement.
- 1.9 **Execution Agreement** means the instrument related to this Addendum in which optional features related to the benefit provided under this Addendum are identified and by which the Employer executes this Addendum to the Plan.

- 1.10 **Funding Vehicle** means the Investment Product authorized by the Employer in the Execution Agreement used to fund the supplemental benefit provided under this Addendum.
- 1.11 **Investment Product** means any “Annuity Contract” that is a nontransferable contract meeting the requirements of section 403(b)(1) of the Code issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides that includes payment in the form of an annuity and any “Custodial Account” that meets the requirements of section 403(b)(7) of the Code, established for each Participant to hold assets of the Plan.
- 1.12 **Participant** means any individual for whom Employer Contributions, as provided under this Addendum, are or were made who has an Account Balance.
- 1.13 **Plan** means the 403(b) plan established by the Employer and identified as such on the Execution Agreement.
- 1.14 **Severance from Employment** means severance from employment with the Employer. A Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school.

Section 2 - Participation and Contributions

- 2.1 **Eligibility.** Each Employee that meets the eligibility requirements as selected in the Execution Agreement shall be a Participant under this Addendum.
- 2.2 **Contributions.** The Employer shall make nonelective Employer contributions for each eligible Participant determined in accordance with the Execution Agreement. Participants may not make contributions under this Addendum and have no cash alternative option from the Employer to the benefits provided under this Addendum. Contributions made under this Section 2.2 shall be deposited into the Investment Product designated by the Employer on the Execution Agreement for each Participant. If any Employer Contributions are made following an Employee’s Severance from Employment such contributions must satisfy all of the following conditions:
 - a. Contributions may not be made later than the fifth calendar year following the year in which the former Employee ceased to be an Employee.
 - b. Contributions shall be 100% vested at all times.
 - c. Contributions shall be based on “includible compensation” as defined in section 403(b)(3) of the Code as modified by IRS regulations and shall be subject to the limitations of section 415(c)(1) of the Code.

Subject to paragraph a. above and applicable IRS regulations governing contributions made for former Employees, amounts not contributed by Employer to any former Employee’s 403(b) Account due to the contribution limitations of section 415(c) of the Code shall be contributed in the next plan year (and each succeeding plan year) until the Employer contributes all amounts due to Participant.

- 2.3 **Contributions Made Promptly.** Employer Contributions shall be deposited by Employer into the Investment Product within a reasonable period of time but in no event

later than thirty (30) days after the end of the Employer's standard work year for which such contributions were owed.

- 2.4 **Annual Contribution Limits.** The aggregate annual amount under the Plan, including this Addendum, for each Participant shall not exceed the amount permitted under section 415(c) of the Code. If any Employer Contributions cause a Participant's 403(b) Contract to exceed the annual contribution limitation of section 415(c)(1) of the Code, the excess contributions shall be segregated and treated in a manner consistent with applicable IRS guidance on excess "annual additions."

Section 3 - Benefit Distributions

- 3.1 **Benefit Distributions.** Distributions of a Participant's Account Balance may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes disabled, or attains age 59½. The form and timing of distributions made hereunder shall be made in conformity with the terms of the Funding Vehicle and related enrollment and administrative forms completed by each Participant.
- 3.2 **Minimum Distributions.** Any Account Balances held hereunder are included as part of each Participant's total accumulated benefit under the Plan and must conform to the applicable minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder.
- 3.3 **Rollover Distributions.** If a Participant elects a form of distribution that qualifies as an eligible rollover distribution under section 402(c)(4) of the Code, then such Participant may elect to have his or her Account Balance paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse or former spouse of the Participant or alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code). The Investment Product provider is responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 4 – Investment Requirements

- 4.1 **Manner of Investment.** All Employer Contributions, property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in Annuity Contracts or Custodial Accounts established through the Investment Provider. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.
- 4.2 **Identification of Investment Providers.** Administrator shall maintain a list of Investment Providers authorized to accept Employer Contributions under this Addendum. Such list is hereby incorporated as part of the Plan. Each Investment Provider and the

Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law and the obligation to continue to exchange such information shall continue even if Investment Provider ceases to be authorized to receive Employer Contributions hereunder. Administrator shall keep Investment Provider informed of the name and contact information of the Administrator to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 5 - Amendments to the Plan

- 5.1 **Termination of Contributions.** Employer has adopted the Addendum with the intention and expectation that contributions will be continuous. However, Employer has no obligation or liability whatsoever to maintain the Addendum for any length of time and may discontinue contributions under this Addendum at any time without any liability hereunder for any such discontinuance.
- 5.2 **Amendment.** Employer reserves the authority to amend this Addendum at any time, provided that any amendment which reduces the contractual rights or benefits under an Annuity Contract or Custodial Account shall apply prospectively only except as required under the Code and applicable regulations.

Section 6 – Miscellaneous

- 6.1 **Conformity with Plan.** Except where specifically provided to the contrary herein, the terms of this Addendum shall be construed and interpreted in a manner consistent with the terms of the Plan and any documentation establishing or supporting the Plan as a 403(b) plan that meets the requirements applicable to such plans. In the event any provisions of this Addendum conflict with the Plan, the terms of the Plan shall prevail.
- 6.2 **Limitations of Addendum Provisions.** This Addendum is intended to provide a supplemental benefit to eligible Participants as part of the Employer's Plan. However, the Plan includes features and conditions that are different than those applicable to Account Balances under this Addendum. The terms set forth in this Addendum shall determine the features, conditions and restrictions applicable to Account Balances hereunder. Features that may be provided under the Plan are not applicable to benefits provided under this Addendum unless expressly provided for. For example, this Addendum does not accept any contributions other than nonelective Employer Contributions and plan to plan transfers, contract exchanges, hardship withdrawals, loans, permissive service credits, lump sum payments and similar features that may be available under the Plan are not available under this Addendum.
- 6.3 **Non-Assignability.** Except as required to satisfy the requirements of section 414(p) of the Code relating to qualified domestic relations orders or to accommodate a lawful tax levy demand by the Internal Revenue Service, the interests of each Participant or Beneficiary under this Addendum are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest in their Account Balance, which payments and interest are expressly declared to be non-assignable and non-transferable.

- 6.4 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits under this Addendum is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid in conformity with applicable Annuity Contracts or Custodial Accounts issued by the Investment Providers. If the applicable Annuity Contracts or Custodial Accounts do not address the issue of payments to minors and incompetents, then the Administrator shall direct payment of the benefit to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 6.5 **Mistaken Contributions.** If any Employer Contribution is made under this Addendum by a good faith mistake of fact, then within one (1) year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned to the party that made the contribution.
- 6.6 **Incorporation of Individual Agreements.** The Addendum, together with the Execution Agreement, the documentation establishing and maintaining the Plan and any Annuity Contracts and Custodial Accounts issued by authorized Investment Providers are intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Where any terms are inconsistent with this Addendum, the Plan or section 403(b) of the Code, the materials shall be interpreted, to the extent possible, in a manner to conform to the Addendum, the Plan and applicable requirements.
- 6.7 **Construction.** Headings of the Addendum have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.
- 6.8 **No Employer Liability.** Employer shall have no liability for the payment of benefits under the Addendum. Each Participant shall look solely to the Investment Provider for receipt of payments or benefits under the Plan.

The Employer has evidenced its intent to adopt this Addendum by completing and signing the Execution Agreement which is a part of the Plan. This Addendum, the Execution Agreement, the Plan and any underlying Annuity Contracts and Custodial Accounts provided by Investment Providers authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.



3/11/2019

Marilyn Adrianzen
 Chief Business Official
 San Ysidro School District
 4350 Otay Mesa Rd.
 San Diego, CA 92173

RE: SAN YSIDRO SCHOOL DISTRICT
 PACIFIC LIFE GROUP TAX SHELTERED 403(B) ANNUITY CONTRACT G-27713.03.0001 &
 G-27713.51.0001

Dear Marilyn Adrianzen:

We are pleased that the San Ysidro School District has selected Pacific Life Insurance Company for their additional annuity purchase. This letter confirms the terms of the annuity purchase under Master Annuity Contract G-27713.03.0001 & G-27713.51.0001 as agreed to on 2/25/2019 for three (3) and twenty-one (21) additional participants, respectively, of the San Ysidro School District PARS Supplementary Retirement Plan (SRP) 403(B).

Five premiums will be paid by the San Ysidro School District to Pacific Life Insurance Company through the PARS custodial account for both G27713.03.0001 & G-27713.51.0001 as follows:

Premium Due Date	Premium Amount G-27713.03.0001	Premium Amount G-27713.51.0001
July 19, 2019	\$29,972.17	\$194,535.99
July 20, 2020	\$29,972.17	\$194,535.99
July 20, 2021	\$29,972.17	\$194,535.99
July 20, 2022	\$29,972.17	\$194,535.99
July 20, 2023	\$29,972.17	\$194,535.99

Interest at the Prime rate will be charged for late payment of the scheduled premiums.

The annuity purchase is subject to the following specifications and/or assumptions:

1. The San Ysidro School District PARS Supplementary Retirement Plan (SRP) 403(B) is a "qualified" plan.
2. California state premium tax at the "qualified" plan rate of 0.50% is included in the premium.
3. No commissions are payable.
4. The Purchase Date is 2/25/2019, with an effective date of 8/1/2019. There will be a refund of premium for any death occurring prior to 8/1/2019. If a death benefit is to be paid by Pacific Life, the premium refund will be subject to an adjustment.
5. There are no retroactive benefit payments involved in this purchased.
6. The annuities purchased are shown in the attached Illustration of Benefit.

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive, Newport Beach, California 92660-6397 Tel:(949)219-3011

14E.4

Page 10 of 15

7. Pacific Life will be responsible for tax reporting only for those months we actually issue individual checks to the annuitants. Annuitant data for benefit payment purposes has not been received.
8. The benefits for the annuitants to be assumed by Pacific Life will be paid in the amounts and in the annuity forms as indicated in the attached Illustration of Benefits.
9. There will be no post-retirement death benefits other than those inherent in the annuity forms/options elected.
10. There are no employee contributions.
11. There are no cost-of-living adjustments.
12. The annuities cannot be surrendered for cash after purchase.

Any changes to the premium due to revision in the participant data or annuity specifications will be based on the same assumptions used in the original pricing, with the exception of the interest rate applicable to the "net" difference in premium. The rate used will be an impartially determined rate equal to the net pricing rate used for this annuity purchase, adjusted by the change from the date of purchase (2/25/2019) to the date on which revised calculations are completed, in the yield to maturity of the 10-Year U.S. Treasury Bond.

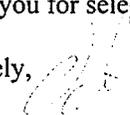
Pacific Life has been a major provider of guaranteed annuities for many years and is pleased to count the San Ysidro School District as one of its valued customers.

Enclosed is our standard disclosure information. Please complete the form and return it as soon as possible to Ms. Shauna Volcan, Vice President, Plan Implementation. Also enclosed is our Privacy Statement to Customers.

This letter must be signed by a person authorized to represent the Plan for the purchase of annuities in the spaces provided below and returned to Pacific Life to my attention. Please retain a copy of the signed letter for your records.

Thank you for selecting Pacific Life for this annuity purchase.

Sincerely,


Octavio Dominguez
Business Development Coordinator
Retirement Solutions Division
Pacific Life Insurance Company
949-219-3809

Enclosures
cc: Mr. Patrick Pacheco, PARS

I HAVE READ AND UNDERSTAND THE CONDITIONS OF SALE AS OUTLINED IN THIS LETTER AND ACCEPT THE TERMS.

AUTHORIZED REPRESENTATIVE OF THE PLAN

DATE

TITLE

**DISCLOSURE OF SALES COMMISSIONS
(INCLUDING A DESCRIPTION OF ANY
CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS)
GROUP TAX SHELTERED 403(B) ANNUITY CONTRACT G-27713.03.0001**

SALES COMMISSIONS

No Commissions are payable under the Policy.

AGENT OF RECORD'S AFFILIATION

Not applicable.

CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS

Following is a brief description of the charges, fees, discounts, penalties or adjustments which may be imposed under the recommended Policy. The actual charges, fees, discounts, penalties or adjustments made under the Policy shall be in accordance with the actual provisions of the Policy. To the extent there is any difference between this brief description and the actual provisions of the Policy, the actual provisions of the Policy shall prevail.

If an Annuitant's date of birth (as it appears in the information provided to Pacific Life) is incorrect, the amount of Annuity Payment payable to such Annuitant shall be that which the portion of the gross premium paid to Pacific Life for such Annuitant would have purchased on the effective date of the Policy, had his or her correct date of birth been used. Any overpayment or underpayment by Pacific Life on account of any misstatement of date of birth shall, with interest thereon at five percent (5%) per annum, be charged against or added to the current or next succeeding payment or payments to be made by Pacific Life under this Policy.

In the event a scheduled premium is not paid, the annuity amount for the involved Annuitant shall be reduced as follows:

1. The same rate used to purchase the original annuity shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a \$300 per annuity recalculation charge.
2. The annuity amount determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury bond with a maturity closest to 10 years at the time of purchase, "T" at the time of recalculation, is greater than the yield to maturity of the same U.S. Treasury bond, 2.68% at the time of purchase. The reduction percentage under this part shall equal Sixteen (16) times the amount by which T exceeds 2.68%, that is $[16 \times (T - 2.68\%)]$.

ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of this Disclosure of Sales Commissions and Agent of Record's Affiliation (including a description of any charges, fees, discounts, penalties or adjustments), and that I am a fiduciary of the above-named Plan. I hereby approve the purchase of the annuity on behalf of the Plan with Plan assets.

By: _____
Plan Fiduciary

Date: _____



OUR PRIVACY PROMISE

- We do not sell information about you.
- We do not share your information with anyone else for their marketing purposes.
- We use your personal information only to help maintain and grow the business relationship you have with us.

PRIVACY NOTICE TO OUR CUSTOMERS

As our customer, you trust us to help you achieve financial success and security. We provide this notice because you have a right to know how we protect the privacy of the personal information you share with us. Your knowledge of our privacy principles and practices will confirm the trust you have placed in us.

WHAT PERSONAL INFORMATION DO WE COLLECT?

The type of information that we collect depends on the type of product or service you request. This includes:

- Information you provide on an application or other form (for example, name, address, social security number, or income).
- Information we get from other sources such as credit reporting agencies and information to verify employment or income.
- Information about your business relationship and history with us.
- Medical or health information you permit us to receive from doctors or other health care providers.

Much of the personal information we collect is obtained from you. We collect personal information needed only to service and manage your relationship with us.

HOW DO WE USE AND DISCLOSE YOUR INFORMATION?

The main use of your information is to confirm your identity in the course of business that we perform at your request. We also use your information to underwrite policies or contracts, process claims, and service your relationship with us.

Information may be disclosed to other entities that provide business services to us related to our relationship with you. This includes administrative, claims, or audit services. Examples are your producer/registered representative, broker, or a reinsurance company. Before we disclose your information, these entities must agree to keep it private.

We may also share your information within our corporate family to service and grow the business relationship we have with you. For example, our business units provide administrative services, policy document preparation and delivery, and claims processing. Other business units offer products and services that may be of interest to you. Additionally, we may provide information to individuals and entities with whom you authorize us to share.

If necessary, we disclose information when it is required by law. An example is a routine filing to the Internal Revenue Service (such as a Form 1099). We may also disclose certain information to other entities to help us report or prevent fraud. Examples are reports to a regulatory or law enforcement agency.

WHAT MEDICAL AND HEALTH INFORMATION DO WE COLLECT?

We may receive medical or health information about you. This may be on an application for insurance or when we process a claim, as approved by you in writing. We do not share that medical or health information among our family of companies. We do not share it with unrelated companies, except as needed to process your transactions. This may be necessary to provide services that you have requested related to your insurance coverage or payment.



HOW DO WE PROTECT THE SECURITY OF YOUR INFORMATION?

We have policies to maintain physical, electronic, and procedural safeguards to protect the confidentiality of your personal information. Access to personal information is available only to those people who need to know it in order to help service our relationship with you.

Should your relationship with us end, we will continue to follow the privacy policies described in this notice to the extent that we retain information about you. If we no longer need to retain that information, we will dispose of it in a secure manner.

DO YOU NEED TO DO ANYTHING?

It is not necessary for you to take any action. This is because we do not share your information except to service the business relationship you have with us. You do not need to "opt-out" or "opt-in" as you may have done with other financial companies.

HOW CAN YOU SEE AND CORRECT YOUR INFORMATION?

Generally, you have the right to review the personal information we have about you. You must request this in writing. We will not disclose information we have collected in connection with a claim or lawsuit. If you believe that any of the information we have is in error, you may write us and request a correction. Where justified, corrections will be made.

CONFIDENTIALITY PRACTICES FOR VICTIMS OF DOMESTIC VIOLENCE OR ABUSE

Pacific Life understands that certain personal information may require special handling. This may be especially true in instances where an individual is, or has been, a victim of domestic violence or abuse. This information may include the individual's address, telephone number, name and place of employment, and other contact or location information.

If you are a Pacific Life applicant, policyowner, insured or beneficiary, who is a victim of domestic violence or other abuse, and would like Pacific Life to take steps to further safeguard your information from others or need to remove a previously submitted request, our Customer Service Representatives are available to assist you.

- For Life Insurance policies that have policy numbers beginning with "2L", please call **(844) 276-0191** from 9:00AM-8:00PM ET.
- For all other Life Insurance policies, please call **(800) 374-7787** from 5:00AM-5:00PM PT.
- For Annuity Contracts, please call **(800) 722-4448**, from 6:00AM-5:00PM PT.

Please direct inquiries about accessing or correcting your information to the address below:

Pacific Life Privacy Office
700 Newport Center Drive
Newport Beach, CA 92660

If you have questions regarding Our Privacy Promise, please call toll free: **(877) 722-7848**

Please have a copy of your policy or contract available when you call so we may provide you with the best service.

You may also review Pacific Life's Online Privacy Policy at: www.PacificLife.com

Pacific Life will provide you a copy of Our Privacy Promise annually.

Pacific Life, as referred to in this notice, includes:

Pacific Life Insurance Company
Pacific Life & Annuity Company
Pacific Select Distributors, LLC

Pacific Life refers to Pacific Life Insurance Company and its affiliates, including Pacific Life & Annuity Company. Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state. Each insurance company is solely responsible for the financial obligations accruing under the products it issues. Variable insurance products are distributed by Pacific Select Distributors, LLC (member FINRA & SIPC), a subsidiary of Pacific Life Insurance Company (Newport Beach, CA) and an affiliate of Pacific Life & Annuity Company. Variable and fixed annuity products are available through licensed third parties.

AUTHORIZATION TO PAY BENEFITS
San Ysidro School District

To: PARS
4350 Von Karman Ave., Suite 100
Newport Beach, CA 92660

From: Marilyn Adrianzen
Chief Business Official
San Ysidro School District

Re: PARS Supplementary Retirement Plan

By the authority vested in me as Plan Administrator, and pursuant to the provisions of the referenced plan, I authorize the commencement of benefits for the following named participants to be paid through the Pacific Life Insurance Company.

Name	Effective Date	Benefit Amount	Option Choice
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Funding of PARS Supplementary Retirement Plan

The benefits provided under the Plan shall be funded for in five (5) annual contributions over a four (4) year period as follows:

CONTRIBUTION SCHEDULE	
July 10, 2019	\$236,856.11
July 10, 2020	\$236,856.11
July 10, 2021	\$236,856.11
July 10, 2022	\$236,856.11
July 10, 2023	\$236,856.11

Signature of PARS Plan Administrator

Date

Title

Last Modified Date: 2/27/2019

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 9, 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 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE EXPANDED FOOD & NUTRITION EDUCATION PROGRAM

BACKGROUND INFORMATION:

The Expanded Food and Nutrition Program (EFNEP) has provided nutrition education to families with limited resources children since 1969. It is a unique collaboration with the U.S. Department of Agriculture, University of California Cooperative Extension and the County of San Diego at no cost to the District.

EFNEP provides six to eight research-based parent workshops on the benefits of learning about food and nutrition in a supportive and fun environment. Parents learn the following: ♦ Healthy portion sizes ♦ My Pyramid/MyPlate key messages ♦ How to use the Nutrition Facts Label ♦ How to plan family meals, create a grocery list, and compare brands when purchasing food ♦ How to feed young children ♦ Strategies for keeping food safe. Some sessions include cooking demonstrations and tasting, and most will include physical activity. Participation in EFNEP provides benefits such as improved self-confidence, motivation to make healthy lifestyle changes, and increased self-sufficiency.

The Preschool & Child Development Programs' Children & Families Facilitator will coordinate the dates and locations for the EFNEP Program. Childcare will be provided by preschool staff.

RECOMMENDATION:

Approve the Memorandum of Understanding with the Regents of the University of California for the Expanded Food & Nutrition Education Program for 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: *LR*
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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS
San Diego Cooperative Extension
Expanded Food Nutrition Education Program
AND
San Ysidro School District

The Regents of the University of California, on behalf of its Cooperative Extension for San Diego County (collectively, "University"), is hereby authorized during the period from July 1, 2019 to July 31, 2020 to use the facilities of the San Ysidro School District's Preschool and Child Development Center ("Cooperator") at the following location for the following purpose.

*Preschool & Child Development Center (CDC) * Sunset Preschool, and * Ocean View Hills Preschool
Expanded Food Nutrition Education Program will teach Eating Smart * Being Active Curriculum. Please refer to Exhibit A – Program information Scope of Services and Responsibilities.

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

University and Cooperator mutually agree that each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 automobile liability, and Workers' Compensation coverage as required by applicable law, and upon request shall furnish proof thereof in the form of a certificate of insurance within thirty (30) days of the effective date of this Memorandum of Understanding. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(continued on following page)

Contact Persons:

For University:
Laurent M. Ahiablame
County Director

9335 Hazard Way, Suite 201
San Diego, California 92123

For Cooperator:

Lorena Varela-Reed
Director of Child Development
4350 Otay Misa Road
San Ysidro, California 92173

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the latest date of execution set forth below.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

SAN YSIDRO SCHOOL DISTRICT

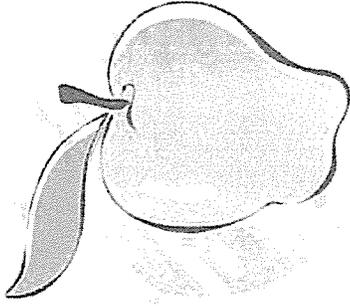
Marilyn Adrianzen,
Chief Business Official

Wendy Powers
Associate Vice President
University of California
Agriculture and Natural Resources

Date: _____

Date: _____

Board Approved: _____



EFNEP

Expanded Food & Nutrition Education Program

County of Contra Costa



University of California
Agriculture and Natural Resources
Nutrition Education

EFNEP eligibility may include participants in Supplemental Nutrition Assistance Program (SNAP), Women Infants & Children (WIC), or Head Start.

Eligible schools include those that serve 50% or more of free and reduced lunch to their students.

EFNEP assists families with children to improve total family diet and nutritional welfare.



For the purpose of this program, the County of Contra Costa is participating in the National Expansion of Nutrition Education and Nutrition Assistance Program (EFNEP) as a result of the federal government's commitment to improve the health and well-being of all Americans. The program is designed to help low-income families and individuals improve their diet and nutritional status. The program is available to eligible individuals and families who are currently receiving SNAP, WIC, or Head Start benefits. For more information, please contact the program manager at (925) 468-1234.

Contact an educator today!



Adult Educators:

Mary Maser (Eng/Spain)
Nutrition Educator | North County
Phone: (858) 263-6010
Email: mmaser@ucanr.edu

Margarita Schwarz-Ramirez (Eng/Spain)
Nutrition Educator
Phone: (858) 822-7734
Email: mschwarz@ucanr.edu

Shirley Salado (Eng/Spain)
Program Supervisor
Phone: (858) 822-7724
Email: scsalado@ucanr.edu

Patti Wooten Swanson, PhD
EFNEP Director
Phone: (858) 822-7719
Email: pswanson@ucanr.edu

Ask us about our Youth Program!

- ☐ Plan healthy meals.
- ☐ Select activities and recipes the whole family will enjoy.
- ☐ Stretch their food dollars.
- ☐ Keep their food safe.
- ☐ Be physically active at a level that is comfortable and advisable.
- ☐ Learn healthy lifestyles.

EFNEP offers all this and more at NO COST to low-income families.

- ☐ Offering nutrition education.
- ☐ Providing University of California trained nutrition educators.
- ☐ Delivering a series of classes over 4-6 weeks that last 1-2 hours at your location.
- ☐ Teaching in both English and Spanish.
- ☐ Coordinating the class schedule with an EFNEP Educator.
- ☐ Promoting EFNEP classes to target audiences using marketing materials we supply.
- ☐ Recruiting a minimum number of participants in the space you provide.



SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** May 9, 2019

VIA: Gina A. Potter, Ed.D. **FROM:**
Superintendent Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL: *MW*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH DUDE SOLUTIONS INC. FOR
WORK ORDER MANAGEMENT SYSTEM

BACKGROUND INFORMATION:

Currently the District team uses a work order management system called OPRA. This system, although functional, it does not allow staff access to review, take ownership and close their own work orders. In order to provide "First in Class" customer service to internal customers, a new work order system that includes these features is necessary.

The Director of Maintenance, Operations, Transportation and Facilities and the Director of Education Technology have reached out to at least four vendors to determine what system would meet the District's growing needs. Dude Solutions Inc. was selected to provide a work order management system that will provide cloud-based software, better communication and planning, and the ability to run reports which will allow for better customer service and accountability/ownership of work orders. The term of this agreement is from June 1, 2019 to November 30, 2020 (which includes 3 months at no additional cost).

RECOMMENDATION:

Approve the agreement with Dude Solutions Inc. to provide a work order management system at a cost of \$20,835.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <i>MW</i>
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
\$20,835.00 <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>	-- <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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



Software for Smarter Operations

PREPARED FOR
San Ysidro School District

PREPARED BY
Dude Solutions, Inc.

PUBLISHED ON
April 17, 2019



April 17, 2019

Paulo Azevedo
Director of Maintenance, Operations, Transportation and Facilities
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA
92173-1617

Dear Paulo,

Thank you for your interest in our market leading solutions for improving educational operations. We at Dude Solutions are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for San Ysidro School District:

Item	Term	Investment
MaintenanceEssentials Pro	13 months	\$6,135.00
MaintenanceEssentials Pro QuickStart	One-Time	\$2,270.00
Dude Intelligence	13 months	\$0.00
ConnectAuthenticate	13 months	\$0.00
ConnectAuthenticate - Activation Fee	One-Time	\$550.00
TechnologyEssentials Help Desk	13 months	\$3,120.00
TechnologyEssentials Help Desk QuickStart	One-Time	\$1,330.00
TechnologyEssentials - Insight	13 months	\$5,580.00
TechnologyEssentials - Insight Quick Start	One-Time	\$1,850.00
Initial Investment:		\$20,835.00 USD

*1 month included at no additional cost

*Initial term dates: 06/01/2019 - 06/30/2020

Special Terms for Technology Essentials Insight:

- When using third party software for operating system imaging, in particular Deep Freeze by Faronics, you are required to adhere to the exact installation instructions as specified by Dude Solutions in order for INSIGHT to operate correctly. If the provided instructions are not followed, Dude Solutions, Inc. reserves the right to stop your service until it is resolved.
- If the auditing agent does not automatically upgrade, you are required to install the latest version of the agent within 120 days following an upgrade notice.



Terms of Service:

- Proposal has been prepared for San Ysidro School District
- Proposal is valid for 60 days
- Initial Term: 13 months
- Payment: Terms are net 30 days
- Billing frequency other than annual is subject to additional processing fees
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt, please email a copy of your Tax Exemption Certificate to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Please address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Service dates are scheduled Monday-Friday
- If a service day is rescheduled or cancelled by San Ysidro School District, then San Ysidro School District is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Onsite service days rescheduled less than 2 weeks before the scheduled delivery date will incur cancellation fees.
- Services will be scheduled upon written acceptance of the terms and conditions of this proposal.
- We must allow six weeks of lead time from the purchase date for booking service for travel and living purposes.
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.
- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund of subscription fees.
- The terms and conditions ("Terms") of this offer are based upon Dude Solutions, Inc.'s Online Subscription Agreement as modified and agreed to by both parties. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by DSI.
- Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by DSI.

DUDE SOLUTIONS, INC.

ONLINE SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Services (as defined below) provided by Dude Solutions, Inc. (together with its direct and indirect subsidiaries, collectively, "DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).

1.2 "Account User" means: (i) with respect to an Enterprise Application, each employee, consultant and contractor specified by Subscriber to access and use the Subscriber's Account; and (ii) with respect to a Named User Application, each unique Named User for which Subscriber has paid an applicable subscription fee to DSI for such Named User Application.

1.3 "Applications" means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by DSI, which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, safety planning, crisis management, geographic information systems, energy and transportation management.

1.4 "Confidential Information" means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI's Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Services. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing

Party, or (iv) was independently developed by the Receiving Party.

1.5 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Services.

1.6 “Documentation” means the user documentation relating to the Services, including but not limited to descriptions of the functional, operational and design characteristics of the Services.

1.7 “Dude Learn Application” means DSI’s online learning management system dedicated to increasing a subscriber’s time to competency in Applications, which includes, without limitation, (i) learning tracks with the “top tips and tricks” for Applications, and (ii) on-demand knowledge pathways subscribers may use to enhance their skill sets and obtain certifications for Applications. The Dude Learn Application is a Named User Application.

1.8 “Enterprise Application” means each Application that is not a Named User Application.

1.9 “Highly-Sensitive Personal Information” means an Account User’s (i) government-issued identification number (including social security number, driver’s license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User’s financial account; and/or (iii) biometric data.

1.10 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.11 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.12 “Named User” means, with respect to a Named User Application, each unique, identified named user for which Subscriber has paid an applicable named user subscription fee to DSI for such Named User Application.

1.13 “Named User Application” means an Application that DSI (i) limits access and use thereof to Named Users, and (ii) for which the applicable subscription fee is determined based upon the number of Subscriber’s Named Users.

1.14 “Privacy Policy” means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the “Privacy” hypertext link located on www.dudesolutions.com.

1.15 “QuickStart Service” means, with respect to each Service, DSI’s unique implementation service that is provided to Subscriber with respect to such Service. A DSI advisor is provided by DSI to Subscriber in connection with QuickStart Services in order to help facilitate smooth transition and boost Subscriber adoption of the applicable Services.

1.16 “Services” means each of the Application(s) subscribed to by Subscriber pursuant to this Agreement. Subscriber shall specify each of the Services that Subscriber shall subscribe to as part of its Account registration process.

1.17 “Subscriber” means the legal entity identified on the Account.

1.18 “Subscriber Data” means all data and information provided by or on behalf of Subscriber to a Service, including that which the Account Users input or upload to a Service.

1.19 “Subscription Fee” means, with respect to each Services subscription, the annual subscription fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Subscriber to be permitted to access and use the Services in such Services subscription.

1.20 “Third Party” means a party other than Subscriber or DSI.

Section 2.0 Use of the Service; Proprietary Rights

2.1 Use of Service.

(a) *Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Subscription Fees required hereunder), DSI shall permit Subscriber’s Account Users to access and use the Services during the Term, including access and use of all of the Content contained in or made available through the Services. Subscriber agrees that it shall use the Services solely for internal business purposes, and access and use of the Services shall be limited to Account Users.

(b) *Account Setup.* To subscribe to the Services, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber’s Account and usage of the Services and refuse any and all future use. Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User’s right to access and use the Services to a different user; provided, however, that a Named User’s right to access and use a Named User Application may be reassigned to a new Named User replacing such Named User if such replaced Named User has terminated its employment or its relationship with Subscriber or otherwise changes its job status or function within Subscriber and, as a result, no longer requires ongoing use of the applicable Named User Application. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

(c) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Services; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(d); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Services; (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Services on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services. Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Services by persons other than Account Users.

(d) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Account login information or otherwise allow access or use the Services to provide any service bureau services or any services on a similar basis; (iv) use any Service in a way not intended by DSI or for any unlawful purpose; (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) copy, frame or mirror any part or content of the Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes; (vii) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services; (viii) remove, obscure, cover or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services or related documentation; (ix) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Services; (x) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (xi) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and (xiv) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Services, as there are no data fields requesting this type of information. It is the Subscriber's responsibility to enforce this policy for fields beyond DSI's control such as a description or notes field. DSI reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers

(e) *Additional Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Subscriber Data shall be retained by the Services and the maximum disk space that shall be allotted on DSI servers on Subscriber's behalf. DSI shall provide at least sixty (60) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to DSI servers. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(f) *Third Party Software.* The Services may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Subscriber on the license terms set forth in this Agreement, unless additional or separate license terms apply as indicated by DSI. To the extent that the Services link to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided by DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Applications, the Services, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Applications and the Services using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Applications, the Services, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Subscriber Data to improve the Services and the performance of DSI, including without limitation, submitting and sublicensing the Subscriber Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with DSI to maintain the confidentiality of the Subscriber Data and (ii) DSI shall not specifically identify the Subscriber Data as originating from Subscriber when providing the Subscriber Data to such Third Parties.

(c) Subscriber acknowledges the Services may utilize Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.0.

Section 3.0 **DSI Responsibilities**

3.1 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, "Professional Services") that are mutually agreed upon and described in one or more statements of work. Each statement of work shall be effective, incorporated into and form

a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that shall be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work. DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner.

3.2 Subscriber Data. DSI shall not edit or disclose any information regarding Subscriber's Account, including any Subscriber Data, without Subscriber's prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, DSI is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other Application subscribers.

3.3 Implementation and Support.

(a) DSI shall, in exchange for Subscriber's payment of a non-refundable QuickStart fee for a Service, provide the QuickStart Service for such Service. Subscriber is responsible for scheduling the timing and delivery of each QuickStart Service with DSI. The QuickStart Service with respect to a Service must be performed within the six (6) month period immediately following the date Subscriber initially subscribes to such Service. DSI shall not be obligated to provide the QuickStart Service with respect to a Service after the expiration of such 6-month period.

(b) During the Term DSI shall, as part of Subscriber's Subscription Fees, provide telephone and e-mail support ("Support Services") to Subscriber during the hours of 8:00 a.m. (Eastern time) to 6:00 p.m. (Eastern time), Monday through Friday, excluding holidays.

3.4 Availability. DSI shall use commercially reasonable efforts to make the Services available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Services shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which DSI shall give at least 8 hours' prior notice and which DSI shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

3.5 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI is Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Services, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Services and a Third Party provider; (iv) be offered additional functionality within the user interface of the Services through use of the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure its meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet which are linked through the Services. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 7.1) and Limitation of Liability (Section 7.3) set forth herein shall apply to all Third Party interactions.

Section 5.0 Subscription Fees

5.1 Subscription Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information. Except as otherwise specified herein, Subscriber's payment obligations are non-cancelable and Subscription Fees paid are non-refundable.

5.2 RESERVED.

5.3 Reimbursable Expenses. DSI's Professional Service fees do not include travel, lodging or other expenses incurred by DSI unless specified on the Statement of Work. Subscriber shall reimburse DSI for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the performance of Professional Services rendered by DSI to Subscriber.

5.4 Renewal Charges. DSI maintains the right to increase Subscription Fees and other

applicable fees and charges in connection with each Renewal Term.

5.5 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.5, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions hereunder have expired or have been terminated (the "Term"). The initial term of each Services subscription shall be for a period of one (1) year (the "Initial Term"). Thereafter, each Services subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew such Services subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to such Services subscription.

6.2 Termination of Agreement for Breach. DSI may terminate this Agreement prior to the expiration of the Term if Subscriber commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by DSI; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to terminate one or more of Subscriber's Services subscriptions and/or suspend its performance hereunder (including, without limitation, Subscriber's right to access and use the Services and the Account) until the breach is cured. DSI's exercise of its right to elect any interim measure shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination of Services Subscription.

(a) Either party may terminate a Services subscription prior to the expiration of its applicable term if the other party breaches any term of this Agreement or such Services subscription and, if such breach is capable of cure, such breach is not cured by the breaching party within thirty (30) days after receipt of written notice of such breach from the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days.

(b) Subscriber may terminate any Services subscription (other than a Services subscription for the Dude Learn Application, which is not terminable for convenience) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: clientsuccess@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3(b), Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the

effective date of termination), (iii) *divided by twelve*; provided, however, that if DSI receives Subscriber's written notice of termination pursuant to this Section 6.3(b) within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber the entire Subscription Fee for the Initial Term. For avoidance of doubt, no refund shall be granted with respect to fees for training, import or project management, and/or other professional services.

6.4 Stop Providing Service. DSI may, upon 180 days' prior written notice to Subscriber, terminate provision of a Service as a hosted offering. Upon such termination Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for such Service for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination of such Service), (iii) *divided by twelve*.

6.5 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Services shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.6 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(d), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Disclaimers and Indemnification

7.1 Disclaimer of Warranties. DSI AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. DSI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DSI AND ITS LICENSORS.

7.2 Indemnification.

(a) *Indemnity by DSI*. DSI shall defend, indemnify and hold harmless Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Services as expressly permitted

hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Services, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the applicable Service(s) so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the applicable Service(s), or (iii) terminate the Subscriber's Account subscriptions for the applicable Service(s) upon prior written notice and refund to Subscriber any prepaid Subscription Fees covering the remainder of the term of the terminated Account subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the applicable Service(s) in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the applicable Service(s) by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the applicable Service(s) that is not permitted under the terms of this Agreement. This Section 7.2(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Services.

(b) RESERVED.

7.3 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI OR ANY THIRD-PARTY LICENSOR HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF DSI OR THE APPLICABLE THIRD-PARTY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SUBSCRIBER AGREES THAT DSI'S CRISISMANAGER AND SAFETY CENTER APPLICATIONS (COLLECTIVELY, "SAFETY APPS") IS A DOCUMENTATION TOOL ONLY, AND THAT EACH OF THE SAFETY APPS IS NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. SUBSCRIBER FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN EACH RESPECTIVE SAFETY APP, (2) ENSURING THAT SUBSCRIBER'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN THE SAFETY APPS, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. DSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR SUBSCRIBER'S USE OF THE SAFETY APPS FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care

in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Authority. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Services is subject to the Privacy Policy. By using the Services, Subscriber accepts and agrees to be bound and abide by the Privacy Policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of California, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether

relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Subscriber, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Legal Operations, *with a copy to*: Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to this Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Anti-Corruption. Subscriber has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DSI's employees or agents in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.14 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Subscriber shall not export or re-export the Services in any form without first obtaining the appropriate United States and foreign government approvals. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit Account Users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.15 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.16 Children Under the Age of 13. Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Subscriber shall not submit, and shall ensure that its Account Users shall not submit, any information from children under the age of 13. DSI does not knowingly collect personal information from children under 13. If Subscriber believes DSI might have any information from or about a child under 13, please contact DSI at: notice@dudesolutions.com or by mail at the following address: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Operations. If DSI learns it has collected or received personal information for a child under 13 without verification of parental consent, DSI shall delete such information.

9.17 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

San Ysidro School District

Signature

Print Name

Title

Date Signed

Dude Solutions, Inc.

DocuSigned by:
Brian Carter
Signature
887450E243EB46D...

Brian Carter

Print Name

VP of Sales

Title

4/16/2019

Date Signed



Support

(included with your subscription)

- Technical support is available from 8:00 AM to 6:00 PM EST, Monday through Friday, excluding holidays. Please call 1-877-868-3833 or email [support@schooldude.com \(mailto:support@schooldude.com\)](mailto:support@schooldude.com) for technical support. After hours inquiries will be responded to the next business day.
- Send us an email – we respond to 99% of our support emails within 1 hour.
- Reach us instantly through our software with live chat!
- Find best practice blogs, webinars, discussions, help documentation, and connect with your peers on the online Community.

QuickStart

(included on this proposal)

Online support and training is standard with each subscription and includes:

QuickStart is our product implementation service to accelerate time to value. A Dude Client Advisor provides the guidance you need to ensure a smooth transition and boost user adoption. This service includes goal setting, timeline planning, and online training sessions.

Click2BuyDirect

Grainger® and Dude Solutions have partnered to bring you Click2Buy Direct, an integration that connects MaintenanceEssentialsPro with Grainger.com®. This integration offers you a new and efficient way to help better manage workflow when purchasing products used to maintain, repair and operate your facilities. For a brief overview, [CLICK HERE \(https://www.schooldude.com/granger\)](https://www.schooldude.com/granger)



At Dude Solutions, we understand the yearly budgeting cycle of educational institutions. If you need us to pro-rate the annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at (919) 459-3379 or by email at billy.terhune@dudesolutions.com.

Sincerely,
Billy Terhune
Account Manager
Dude Solutions
11000 Regency Pkwy, #110
Cary, North Carolina 27330
Telephone: (919) 459-3379
Fax Number: (800) 216-3063
Email: billy.terhune@dudesolutions.com

Please address the purchase order to:

Dude Solutions
11000 Regency Parkway, Suite 110
Cary, NC 27518

*** Please mail, fax, or email the purchase order to 866-299-7821 or sales@schooldude.com (<mailto:sales@schooldude.com>).



Last modified: June 6, 2017

Privacy Policy

Introduction

We respect your privacy and are committed to protecting it through our compliance with this Policy. This Policy describes the types of information we may collect from you or that you may provide when you visit the website <https://www.dudesolutions.com/> (including any successor URL, sub-domain and/or any syndication of the foregoing, collectively, our "Platform") and/or subscribe to and use any of our SaaS-based applications (our "Applications" and, together with our Platform, our "Platform"), and our practices for collecting, using, maintaining, protecting and disclosing that information.

This Policy applies to any information that we collect on our Platform, including any information in any e-mails, posts, texts and other electronic messages between you and our Platform and any information about you transferred to our Platform from other websites. This Policy does not apply to any information that we collect by any other means, including offline collection.

Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, you can choose not to use our Platform. By accessing or using our Platform, you agree to this privacy policy. This Policy may change from time to time. Your continued use of our Platform after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Information We Collect About You and How We Collect It

We may collect several types of information from and about users of our Platform, including information by which you may be personally identified, such as name, postal address, e-mail address and telephone number. In addition, if we sell any goods or services on our Platform, we may collect information required for the payment of goods or services, including credit card numbers, security codes and other financial information. All of this information is cumulatively referred to in this Policy as "Personal Information".

The Personal Information we collect on or through our Platform may include information that you provide by registering to use our Platform, using our services, posting material, requesting further services or reporting a problem with our Platform. We will also retain records and copies of your correspondence (including e-mail addresses), if you contact us.

As you navigate through and interact with our Platform, we may automatically collect certain traffic data and usage information to help us manage our content and improve your use of our Platform. This may include information about your equipment, your IP address and your browsing actions and patterns when you visit our Platform, including the referring and exit pages. The technologies that we use for this automatic data collection may include cookies that are stored on your computer, small embedded electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) and other embedded code on our Platform that permit us to count users and obtain other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

We may obtain Personal Information and other data from integrated third party applications, programs and/or devices that you may elect to use in connection with our Platform ("Programs"). You should review the third party privacy policies applicable to information transferred to us from Programs, since they may allow different or broader uses of that information than would be permitted by our privacy policy.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any Personal Information, to (i) present our Platform and its contents to you, (ii) provide you with information, products or services that you request from us or that we otherwise feel may be of interest to you, (iii) facilitate customer feedback in an effort to improve the performance of our company, including via customer satisfaction surveys performed by us or one of our third-party designees, (iv) provide you with the most personalized web experience possible, (v) evaluate and optimize the performance of our Platform, products and services, and (vi) fulfill any other purpose for which you provide the information. If you purchase products or services, we may transmit your Personal Information to payment processors. We may also use your Personal Information to notify you about changes to our Platform or any products or services we offer or provide through it and to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection. We may also use the information that you provide in any other way that we describe when you provide the information and for any other purpose with your consent.

Disclosure of Your Information

We may convert or combine some Personal Information of users into de-identified or aggregated data that does not disclose any of the Personal Information of any individual user. We may use and disclose any such de-identified or aggregated data without restriction.

We may disclose Personal Information to our subsidiaries and affiliates and to any contractors, service providers and other third parties who need to know such information to support our permitted uses of Personal Information. We may disclose such Personal Information to a buyer or other successor to our business in the event of a sale of equity or assets, reorganization, merger or a similar corporate transaction.

Some of the information that we collect from cookies, web beacons or other embedded code relates to your personal use of our Platform and allows us to store information about your preferences, speed up your searches and recognize you when you return to our Platform. Except as otherwise expressly provided in this Policy, this information is not shared with third parties. Other information that we collect from cookies, web beacons or other embedded code is not tied to your Personal Information and enables us to estimate our audience size and usage patterns. This traffic data may be shared with third parties without restriction.

We may also disclose your Personal Information for any other purpose disclosed when the information is provided, and for any other purpose with your consent.

We may also disclose your Personal Information to comply with any court order, law or legal process, including to respond to any government or regulatory request and to enforce or apply our online subscription agreement, terms of use or terms of sale, including for billing and collection purposes, or if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Social Media Sites and Widgets

If you log onto our Platform through Facebook or a similar social media site, certain information about you will be transferred to our Platform, and the fact that you have logged onto our Platform and some of that transferred information may be available to other users of the social media site. That information may be subject to the privacy policies of any such social media site and you should review those policies before using a social media site to log onto the Platform. Any such transferred information will otherwise be subject to the terms of this Policy.

You may be able to use social media widgets such as the Facebook Like button on our Platform. These widgets will collect your IP address and identify which page you are visiting on our Platform, and make your preference information available to third parties. The information collected by such widgets is controlled by third party privacy policies.

Tracking

Tracking involves the use of cookies, web beacons or other embedded code or tracking technologies to collect, analyze and store information on a user's behavior over time on multiple sites, including information on the sites visited, products viewed, products purchased and other online interactions. Tracking information can be used to enable companies to make interest-based (behavioral) advertising available to users on multiple sites that they visit.

We do currently collect Personal Information about your on-line activities over time and across third party sites for tracking purposes. We do not currently allow third parties to collect Personal Information on the Platform that could be used by them to analyze and store information about your on-line activities over time and across third party sites for tracking purposes.

Choices About How We Use and Disclose Your Information

You have certain choices regarding the Personal Information you provide to us. You can set your browser to refuse all or some browser cookies. If you disable or refuse cookies, some parts of our Platform may then be inaccessible or not function properly.

If you do not wish to have your Personal Information used by us to promote our own or third parties' products or services, or if you do not want us to share your Personal Information with third parties for promotional or direct marketing purposes, such as delivering advertisements according to our advertisers' target-audience preferences, you can opt-out by sending us an e-mail stating your request to notice@dudesolutions.com. For this opt-out to function, you must have your browser set to accept browser cookies. If we have sent you a promotional e-mail, you may send us a return e-mail asking to be omitted from future e-mail distributions. This opt out does not apply to information provided to us as a result of a product purchase, warranty registration, product service experience or other transactions.

Your California Privacy Rights

If you are a California resident, you may obtain certain information regarding our disclosure of your Personal Information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to notice@dudesolutions.com.

Accessing and Correcting Your Information

You can review and change your Personal Information by logging into our Platform and visiting your account profile page.

You may also send us an e-mail at notice@dudesolutions.com to request access to, correct or delete any Personal Information that you have provided to us. We cannot delete your Personal Information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

Children Under the Age of 13

Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Our Platform is not intended for children under 13 years of age, and no one under age 13 may provide any information to this Platform. We do not knowingly collect Personal Information from children under 13. If you are under 13, do not use or provide any information on this Platform, make any purchases through this Platform, use any of the interactive or public comment features of this Platform or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn we have collected or received Personal Information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at notice@dudesolutions.com.

Users Outside of the United States

Our Platform is hosted in the United States and our services are provided from the United States. It is possible that certain information will be stored on servers in multiple other countries on the "cloud" or other similar distributed hosting platforms. If you are a user accessing our Platform or services from the European Union, Asia or any other region with laws governing personal data collection, use, and disclosure that differ from United States laws, please note that you are transferring your Personal Information outside your home jurisdiction, and that by providing your Personal Information you are consenting to the transfer of your Personal Information to the United States and other jurisdictions as indicated above, and to our use and disclosure of your Personal Information in accordance with this Policy.

Data Security

We have developed and implemented a security assurance program using privacy and data protection best practices to secure your Personal Information from accidental loss and from unauthorized access, use, alteration and disclosure. All information that you provide to us is stored on our physically secure servers protected by firewalls and logical access controls. Sensitive credentialing and authentication information is encrypted and hashed in storage. All public network communication with our Platform is encrypted using TLS/SSL protocols.

The safety and security of your information also depends on you. When we have given you (or when you have chosen) a password for access to certain parts of our Platform, you are responsible for keeping that password confidential. We ask you not to share your password with anyone. You are responsible for compliance with our privacy and security recommendations. We are not responsible for your circumvention of any privacy settings or security measures contained on our Platform.

Unfortunately, the transmission of information over the Internet is not completely secure. Although we have implemented security measures that we think are adequate, we cannot guarantee the security of your Personal Information transmitted to our Platform. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on our Platform.

Mobile Device Management

If Technology Essentials MDM (mobile device management) application is installed on your device, it will enable your organization to enforce and periodically report on your device's configuration to ensure alignment with your organization's security policies, procedures and standards.

We respect your privacy, and Technology Essentials MDM cannot access your personal application data, your call history, your voicemail or your SMS messages on your mobile device. We cannot and do not collect your personal data via Technology Essentials MDM. Here's what information is collected by Technology Essentials MDM and why: (a) device and network ID, and information on storage capacity, operating system, carrier, and firmware (to uniquely identify your device and to ensure that we're looking at the correct records if it's lost or stolen), (b) list of apps installed by Technology Essentials MDM (needed to confirm whether apps provided by your organization have been installed), and (c) jailbreak or root detection (indicates whether built-in security features have been bypassed).

Permissions included within Technology Essentials MDM are critical in order to allow the DSI Device Policy Controller to perform the necessary administrative functions required within the context of an EMM/MDM admin app. These administration functions include, but are not limited to, adding and removing accounts, applying and enforcing device policies, implementing application restrictions, imposing constant device compliance with defined policies, and remotely erasing your organization's data if you lose your device.

Changes to Our Privacy Policy

We post all changes we make to our privacy policy on this page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for periodically visiting our Platform and this privacy policy to check for any changes. Notwithstanding the foregoing, we are committed to security and the protection of your Personal Information and we will not materially change our policies and practices to make them less protective of your Personal Information collected in the past without your consent.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

Dude Solutions, Inc.
11000 Regency Parkway, Suite 110
Cary, North Carolina 27518

CONTACT

11000 Regency Pkwy / Suite 110 Cary, NC 27518
Sales/General: 866.455.3833
Support: 877.655.3833

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Efrain Burciaga, Principal (Sunset)
Luis Ramos, Principal (La Mirada)

INITIAL: *GP*
 Informational
 Action

AGENDA ITEM: PERMIT CONTRACT WITH CITY OF SAN DIEGO, PARKS & RECREATION FOR VISTA TERRACE POOL

BACKGROUND INFORMATION:

The Board approved planned field trips for school year 2018-19 that promote Physical Education enrichment opportunities for our students. According to Education Code Section 51210, pupils may be conducive to health and vigor of body and mind, for a total period of time of not less than a minimum of 200 minutes each ten days. The curriculum is aligned to the Common Core State Standards in Physical Education. Standards 1: students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities. Standards learned in this fieldtrip will be reinforced with pre and post activities.

The City of San Diego, Parks & Recreation Department requires that applicants enter into a Permit Contract before groups are able to use their facilities at Vista Terrace Community Pool. Pool Guards will be available during this field trip:

Date	School	Grade	# of Participants	Estimated Cost up to
June 6, 2019	La Mirada	6 th	100	\$234.00
June 12, 2019	Sunset	5 th	125	\$278.00

RECOMMENDATION:

Approve the Permit Contract with the City of San Diego, Parks and Recreation for Sunset and La Mirada Schools' students to participate in field trips to Vista Terrace Community Pool on June 6 and 12, 2019 at an estimated cost up to \$512.00 from class fundraising and/or Supplemental & Concentration funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, All students, including English Learners, will improve annually in all content areas.
1.10 Continue to provide supplemental programs and resources to support student achievement in core content areas.

Renewal New Amendment Ratify Other

Business Services Reviewed: *mm*

Financial Implications?

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

Requisition #

Yes No

Yes No

\$512.00

(Amount)

Fundraising and/or
Supplemental & Concentration

(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

Permit Contract

Vista Terrace Pool
 301 Athey Avenue
 San Diego, CA 92173
 Phone: (619) 424-0469
 FAX: --
 Email: askparks@sandiego.gov

Permit #83676, Approved
 Apr 15, 2019 7:26 PM



Company: La Mirada Elementry
 222 Avenida De La Madrid
 San Diego, CA 92173

Customer Type: Non-Profit
 Prepared By: Gregorio F.

Agent: Lourdes Vallin
 Email: lvallin@sbsd.k12.ca.us

Primary: (858) 414-2729

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$234.00	\$0	\$0	\$234.00	\$0	\$0	\$0	\$0	\$234.00

RESERVATIONS

Event	Resource	Center	Notes
La Mirada Type: Outdoor: Events / Parties / Gatherings Attend/Qty: 100	Vista Terrace Pool Main	Vista Terrace Pool 301 Athey Avenue San Diego, CA, US 92173 (619) 424-0469	--

Day	Days Requested	Date	Event Begins	Duration	Date	Event Ends	Time
Thursday		Jun 6, 2019	9:00 AM	2 hours	Jun 6, 2019	11:00 AM	

Summary	Notes
Total Number of Dates: 1 Total Time: 2 hours	Please be sure to follow posted rules and regulations.

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
City Transaction Fee	La Mirada #83676 Vista Terrace Pool Main	\$2.00	1.00	--	\$2.00
Event Support - Pool Guard II	La Mirada #83676 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00
Event Support - Pool Guard II	La Mirada #83676 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00
Event Support - Pool Guard II	La Mirada #83676 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00

14E.7

Pools - Exclusive Use Rental-School/College /Youth	La Mirada #83676 Vista Terrace Pool Main	\$50.00	2.00	-- \$100.00
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▼ DISCLAIMERS

Swimming Pool Rules and Regulations

Aquatics personnel firmly, fairly and consistently enforce the pool rules at all times. Aquatics personnel should memorize the pool, diving board and slide rules and ensure that all staff and patrons comply with all of the rules. Aquatics personnel may be called upon to explain the reason for the rules to the patrons. When patrons still have concerns about the rules, the patron can be referred to the Pool Manager.

All patrons entering the facility during Recreational/Lap Swim times are required to pay the facility admission fee, including swimmers, non swimmers and spectators, except those seated in the spectator area.

The rules and requests made by lifesaving personnel must always be followed.

1. Walk; do not run in and around the pool facility.
2. Children under seven years old or less than four feet tall must be accompanied by a parent or responsible person, in a swim suit, at all times including in the water, on the deck and in the restroom. While in the water, the parent or responsible person must remain within arms reach of the child.
3. Children who are not toilet-trained and less than four years old will be allowed in the pool only if they wear a swimsuit diaper or plastic pants and a swim suit. Cloth or disposable diapers are not accepted.
4. Acceptable swim attire must be worn by patrons on the deck and in the water. Patrons with religious concerns regarding modesty may wear clean, covering garments that do not interfere with their safety in the water.
5. Animals are not allowed in the building or pool area, with the exception of guide dogs. Guide dogs are allowed on deck, but not in the water.
6. Persons who appear to be under the influence of alcohol or narcotics will be denied admission.
7. Candy, food or beverages are not allowed except in designated areas provided for eating and drinking. No glass items, chewing gum or smoking is permitted anywhere in the facility.
8. Toys, flotation devices (water wings), snorkels and masks are not allowed unless part of an organized class or activity and U.S. Coast Guard approved. Use of all flotation devices must be approved by the Pool Manager.
9. The use of sunscreen is encouraged, and patrons must shower before re-entering the water.
10. All patrons must shower with soap before entering the pool. Persons with open cuts, sores, bandages, colds, coughs or infected eyes are not permitted in the pool.
11. All children and adults who appear to have ample swim skills must pass a swim test before entering deep water. Weak or non-swimmers must remain in shallow water no deeper than chest level.
12. No one should engage the lifeguard in unnecessary conversation.
13. Diving in water less than nine feet deep, back dives, somersaults, "cannon balls" from the side of the pool or any other unsafe activities are not permitted.

14. Lying on the deck close to the edge of the pool where swimmers may trip over sunbathers is dangerous. Sunbathers must lie or sit at least three (3) feet away from the edge of the pool.
15. Spitting, spouting or nose-blowing in the pool is strictly prohibited.
16. Dangerous practices are prohibited. Patrons must not run on decks; climb, sit or jump from fences; dive in shallow water (less than 9 feet deep); swim in the diving areas; double bounce or crowd diving boards; or dunk, push, pull or unnecessarily splash swimmers.
17. Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal or request of the Pool Manager.
18. Foul or abusive language will not be tolerated.
19. A patron will be verbally warned for the first offense; the patron will be asked to leave the pool facility if a second offense occurs.

Emergency Testing: All City pool personnel are subject to emergency testing at any time. Patron patience and cooperation during these drills are greatly appreciated.

Park and Recreation Department

CANCELLATION/REFUND PROCEDURES

As stated in the Park & Recreation Fee Schedule

- 1) Youth League Field Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled field use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Field reservation fee is non-refundable.
- 2) Youth League Indoor or Outdoor Court Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled court use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Court Reservation Fee is non-refundable.
- 3) Grounds Use Fees: Refunds are permitted if cancellations are received in writing a minimum of 60 days prior to the event, less a \$50 processing fee. Cancellations less than 60 days prior to the event are non-refundable.
- 4) Outdoor Court (except youth leagues): 100% refund if written notice of cancellation is submitted 10 days or more prior to use. Cancellations within 10 days of event forfeit the rental fee.
- 5) Building, Field, Picnic Shelter, Recreation Council Fees and All Other Permit Rentals (not identified above): 100% of paid fees will be refunded provided that the permit holder submits a written advance notice of cancellation at least 30 calendar days prior to the date of the event. Cancellations received less than 30 calendar days prior to the event will be charged 25% of the fee paid. Cancellations received less than 10 calendar days prior to the event will be charged 50% of the fee paid. No refunds for cancellations less than 48 hours.
- 6) Swimming Lessons - Extra care should be given to the selection of classes. There are NO REFUNDS. Class transfers or credit towards another aquatic program may be requested and must be authorized by the Pool Manager. Full refund will be granted only if the class is cancelled by the Pool Manager.
- 7) Pool Rentals - Written cancellations for exclusive rentals must be submitted 14 calendar days prior to the event to receive full refunds. Written cancellations for monthly rentals must be submitted 48 hours prior to the event to receive full refund. Late cancellations will forfeit 25% of the fees paid. Requests for refunds due to rain will be approved provided that a written request (Request for Refund Form AC-1006) is submitted within 48 hours after the scheduled event. Building rental permits cannot be cancelled due to rain (excluding picnic shelters).

To Submit A Request For Refund Due To Cancellation or Refund:

1. Complete the Official Request for Refund Form (AC-1006) and submit it with supporting documents to the Center Director. You will need to contact the Center Director to obtain this form.
2. Provide a detailed description of the reason for the cancellation.
3. Provide the mailing address for delivery of the refund check. Checks will be made payable only to the person/agency that originally paid for the permit.

4. Official City Receipt or Cash Register Tape and Official City Permit must be attached.
 YOU WILL RECEIVE A REFUND CHECK 6-8 WEEKS AFTER THE REQUEST FORM IS SUBMITTED.

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

Same as below - CBO

Applicant Signature Date _____

▼ CUSTOM QUESTIONS

Question	Answer
What type of group classification does your group fall under?	Non Profit Youth (documentation required)
Are you charging admission to your event?	No
Are you planning to have alcohol present at your event.	No
Will you have any equipment needs?	No
Are you planning to use a caterer or sell food at your event?	No
Are you planning to have music or amplified sound?	No
Will you need outdoor or athletic field lighting for your event?	Not Applicable
Are 75% of your participants seniors (age 62) or persons with disabilities?	No

▼ WAIVERS

Waiver, release of liability and authorization

Waiver for:Lourdes Vallin
 Due Date: Jun 10, 2019

City of San Diego Parks and Recreation Department
WAIVER, RELEASE OF LIABILITY, AND AUTHORIZATION FOR MEDICAL TREATMENT
 In consideration of being allowed to participate in City of San Diego and Recreation Council Programs, I acknowledge and agree that:

- Neither the City of San Diego nor the Recreation Council maintains health insurance for injuries to the participant that may arise out of involvement in classes/activities/events.
- By virtue of participation, PARTICIPANTS RISK BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PARALYSIS, DISMEMBERMENT, AND DEATH AND OTHER LOSS INCLUDING DAMAGE TO PROPERTY.
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK FOR MY CHILD- (AND/OR MYSELF).
- I RELEASE AND HOLD HARMLESS AND PROMISE NOT TO SUE THE CITY OF SAN DIEGO, its officers, agents or employees with respect to any and all such injury including, but not limited to, paralysis, dismemberment, death or loss except that injury or loss which results from gross negligence or willful or wanton misconduct of one of those individuals or organizations.
- I agree to inform my child that he/she must follow (and/or I agree to follow) all safety rules, as well as any instructions given during the classes/activities/events listed below, including during lessons, practices, meets, special events, field trips, games or tournaments.
- I hereby authorize and give my consent for medical care to be given in an emergency situation to the above-named child (or to myself) while participating in this activity, including during lessons, practices, meets, special events, field trips, games or tournaments.
- THIS AGREEMENT IS BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE AND ASSIGNS.

8.I hereby give permission for the above-named child (or myself) to be photographed, videotaped or recorded for publicity purposes and that I waive all claims for compensation.

9.I certify to the best of my knowledge my child's (or my) current physical condition is satisfactory for participation in the classes/activities/events listed below and that he/she (or I am) free of any health problem that would affect his/her (or my) ability to participate. Please note: Individuals with health conditions such as, but not limited to, chronic allergies (i.e. asthma), seizures and epilepsy may not participate until a medical clearance has been submitted. In addition, I must notify the coach/instructor/leader of any health condition(s) prior to participation.

10.I understand and agree that it is my sole responsibility to ensure that the address and emergency contact information are accurate at all times.

11. CONSENT TO TREATMENT OF A MINOR: In the event of sudden illness, accident or injury which may occur while said minor is engaged in classes/activities/events by City of San Diego and its representatives, agents or assignees, when neither the parents, guardian or designated family physician can be contacted, I hereby give my consent for emergency treatment as shall be necessary under the circumstance by any physician licensed under the laws of the State of California.

**LA CIUDAD DE SAN DIEGO/DEPARTAMENTO DE PARQUES Y RECREO
RENUNCIA DE RESPONSABILIDAD Y AUTORIZACIÓN PARA EL TRATAMIENTO MÉDICO**

En consideración de poder participar en programas de la Ciudad de San Diego, reconozco y estoy de acuerdo que:

1. La Ciudad de San Diego no mantiene seguro médico que cubra daños al participante que puedan ocurrir durante la participación en las clases/actividades/eventos.

2. Por virtud de participación, LOS PARTICIPANTES ARRIESGAN DAÑO CORPORAL, INCLUSO, PERO NO LIMITADO A, PARÁLISIS, DESMEMBRAMIENTO, MUERTE Y OTRAS PÉRDIDAS INCLUSO DAÑOS A PROPIEDAD.

3. ESTANDO EN PLENO CONOCIMIENTO, LIBREMENTE ASUMO TODO RIESGO PARA MI NIÑO/A (Y/O MI MISMO).

4. ABSUELVO, INDEMNIZO, Y PROMETO NO HACER RESPONSABLE NI DEMANDAR A LA CIUDAD DE

SAN DIEGO, sus oficiales, agentes o empleados con respecto a cualquier daño incluso, pero no limitado a, parálisis, desmembramiento, muerte o pérdidas excepto cuando estos resulten por negligencia o mala conducta hecho intencionalmente o por mala voluntad de alguno de los individuos o de la organización.

5. Estoy de acuerdo en informar a mi niño/a a que debe obedecer (o estoy de acuerdo en obedecer) todas las reglas de seguridad, también cualquier instrucción dada durante la clase/actividad/evento incluso durante lecciones, paseos, entrenamientos, juegos o torneos, etc.

6. Autorizo y doy mi consentimiento para que asistencia médica sea proporcionada en una situación de emergencia para el niño/a (o para mí mismo) durante alguna actividad, clases, entrenamientos, eventos especiales, excursiones, juegos o torneos, etc.

7. ESTE ACUERDO Y RENUNCIA OBLIGA A MIS HEREDEROS, REPRESENTANTES, PARIENTES DIRECTOS, ESPOSO(A) Y PERSONAS ASIGNADAS.

8. Por este medio otorgo permiso para que el niño/a nombrado a continuación sea fotografiado, grabado en video o registrado para propósitos de publicidad y renuncio a cualquier derecho a compensación.

9. Certifico a mi mejor saber, que la condición física actual de mi niño/a (o mía) es satisfactoria para participación en las clases/actividades/eventos, y que el/ella (o yo) se/me encuentra(o) libre de cualquier problema de salud que afectara su (o mi) capacidad de participación. Individuos con condiciones de salud, no limitados a, alergias crónicas (por ejemplo: asma), convulsiones o ataques de epilepsia, no pueden participar hasta que sometan una autorización médica. Además, deben notificar al entrenador/instructor de cualquier limitación o condición de salud antes de participar.

10. Entiendo y convengo que es mi responsabilidad asegurar que la dirección y la información sobre el contacto de emergencia indicado está al corriente.

11. CONSENTIMIENTO AL TRATAMIENTO PARA UN MENOR DE EDAD: En caso de enfermedad, accidente o herida le que pueda ocurrir a un menor de edad, mientras participan en clases/actividades /eventos de la Ciudad de San Diego y de su representante, agentes o concesionarios, cuando padres, tutores familiares o el médico familiar no puedan ser localizados o contactados, por este medio yo otorgo

mi consentimiento para que bajo estas circunstancias, personal médico autorizado y con licencia otorgada por el Estado de California preste el tratamiento de emergencia necesario.

Waiver, Release of Liability, and Authorization for Medical Treatment

Signature: Parents of Participants signed individual forms

Permit Waiver

Waiver for: Lourdes Vallin

Due Date: Jun 10, 2019

I understand and agree by applying for this permit that I am responsible for the conduct of the attendees, and that any violation of the rules and condition of issuance of the permit by any attendee may result in the immediate cancellation of this permit, once issued, by any public officer or police officer of the City of San Diego. I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and thereof agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of San Diego. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.

Signature: _____
Marilyn Adrianzen, Chief Business Official

Date signed: _____

Board Approved: _____

Permit Contract

Vista Terrace Pool
 301 Athey Avenue
 San Diego, CA 92173
 Phone: (619) 424-0469
 FAX: --
 Email: askparks@sandiego.gov

Permit #83919, Approved

Apr 19, 2019 3:25 PM



Company: Sunset Elementary
 3825 Sunset Ln
 San Diego, CA 92173

Customer Type: Non-Profit
 Prepared By: Gregorio F.

Agent: Ivonne Loaiza
 Email: iloaiza@sbsd.k12.ca.us

Primary: (619) 428-4476x3400

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$278.00	\$0	\$0	\$278.00	\$0	\$0	\$0	\$0	\$278.00

▼ **RESERVATIONS**

Event	Resource	Center	Notes
Sunset Elem 2019 Type: Outdoor: Events / Parties / Gatherings Attend/Qty: 125	Vista Terrace Pool Main	Vista Terrace Pool 301 Athey Avenue San Diego, CA, US 92173 (619) 424-0469	--

Day	Days Requested	Date	Event Begins	Duration	Date	Event Ends	Time
Wednesday		Jun 12, 2019	9:00 AM	2 hours	Jun 12, 2019	11:00 AM	

Summary	Notes
Total Number of Dates: 1 Total Time: 2 hours	Please be sure to follow posted rules and regulations.

▼ **CHARGES**

Description	Event / Resource	Unit Fee	Units	Tax	Charge
City Transaction Fee	Sunset Elem 2019 #83919 Vista Terrace Pool Main	\$2.00	1.00	--	\$2.00
Event Support - Pool Guard II	Sunset Elem 2019 #83919 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00
Event Support - Pool Guard II	Sunset Elem 2019 #83919 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00
Event Support - Pool Guard II	Sunset Elem 2019 #83919 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00

14E.7

Page 8 of 13

Event Support - Pool Guard II	Sunset Elem 2019 #83919 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00
Pools - Exclusive Use Rental-School/College /Youth	Sunset Elem 2019 #83919 Vista Terrace Pool Main	\$50.00	2.00	--	\$100.00

▼ DISCLAIMERS

Swimming Pool Rules and Regulations

Aquatics personnel firmly, fairly and consistently enforce the pool rules at all times. Aquatics personnel should memorize the pool, diving board and slide rules and ensure that all staff and patrons comply with all of the rules. Aquatics personnel may be called upon to explain the reason for the rules to the patrons. When patrons still have concerns about the rules, the patron can be referred to the Pool Manager.

All patrons entering the facility during Recreational/Lap Swim times are required to pay the facility admission fee, including swimmers, non swimmers and spectators, except those seated in the spectator area.

The rules and requests made by lifesaving personnel must always be followed.

1. Walk; do not run in and around the pool facility.
2. Children under seven years old or less than four feet tall must be accompanied by a parent or responsible person, in a swim suit, at all times including in the water, on the deck and in the restroom. While in the water, the parent or responsible person must remain within arms reach of the child.
3. Children who are not toilet-trained and less than four years old will be allowed in the pool only if they wear a swimsuit diaper or plastic pants and a swim suit. Cloth or disposable diapers are not accepted.
4. Acceptable swim attire must be worn by patrons on the deck and in the water. Patrons with religious concerns regarding modesty may wear clean, covering garments that do not interfere with their safety in the water.
5. Animals are not allowed in the building or pool area, with the exception of guide dogs. Guide dogs are allowed on deck, but not in the water.
6. Persons who appear to be under the influence of alcohol or narcotics will be denied admission.
7. Candy, food or beverages are not allowed except in designated areas provided for eating and drinking. No glass items, chewing gum or smoking is permitted anywhere in the facility.
8. Toys, flotation devices (water wings), snorkels and masks are not allowed unless part of an organized class or activity and U.S. Coast Guard approved. Use of all flotation devices must be approved by the Pool Manager.
9. The use of sunscreen is encouraged, and patrons must shower before re-entering the water.
10. All patrons must shower with soap before entering the pool. Persons with open cuts, sores, bandages, colds, coughs or infected eyes are not permitted in the pool.
11. All children and adults who appear to have ample swim skills must pass a swim test before entering deep water. Weak or non-swimmers must remain in shallow water no deeper than chest level.
12. No one should engage the lifeguard in unnecessary conversation.

13. Diving in water less than nine feet deep, back dives, somersaults, "cannon balls" from the side of the pool or any other unsafe activities are not permitted.

14. Lying on the deck close to the edge of the pool where swimmers may trip over sunbathers is dangerous. Sunbathers must lie or sit at least three (3) feet away from the edge of the pool.

15. Spitting, spouting or nose-blowing in the pool is strictly prohibited.

16. Dangerous practices are prohibited. Patrons must not run on decks; climb, sit or jump from fences; dive in shallow water (less than 9 feet deep); swim in the diving areas; double bounce or crowd diving boards; or dunk, push, pull or unnecessarily splash swimmers.

17. Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal or request of the Pool Manager.

18. Foul or abusive language will not be tolerated.

19. A patron will be verbally warned for the first offense; the patron will be asked to leave the pool facility if a second offense occurs.

Emergency Testing: All City pool personnel are subject to emergency testing at any time. Patron patience and cooperation during these drills are greatly appreciated.

Park and Recreation Department

CANCELLATION/REFUND PROCEDURES

As stated in the Park & Recreation Fee Schedule

1) Youth League Field Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled field use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Field reservation fee is non-refundable.

2) Youth League Indoor or Outdoor Court Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled court use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Court Reservation Fee is non-refundable.

3) Grounds Use Fees: Refunds are permitted if cancellations are received in writing a minimum of 60 days prior to the event, less a \$50 processing fee. Cancellations less than 60 days prior to the event are non-refundable.

4) Outdoor Court (except youth leagues): 100% refund if written notice of cancellation is submitted 10 days or more prior to use. Cancellations within 10 days of event forfeit the rental fee.

5) Building, Field, Picnic Shelter, Recreation Council Fees and All Other Permit Rentals (not identified above): 100% of paid fees will be refunded provided that the permit holder submits a written advance notice of cancellation at least 30 calendar days prior to the date of the event. Cancellations received less than 30 calendar days prior to the event will be charged 25% of the fee paid. Cancellations received less than 10 calendar days prior to the event will be charged 50% of the fee paid. No refunds for cancellations less than 48 hours.

6) Swimming Lessons - Extra care should be given to the selection of classes. There are NO REFUNDS. Class transfers or credit towards another aquatic program may be requested and must be authorized by the Pool Manager. Full refund will be granted only if the class is cancelled by the Pool Manager.

7) Pool Rentals - Written cancellations for exclusive rentals must be submitted 14 calendar days prior to the event to receive full refunds. Written cancellations for monthly rentals must be submitted 48 hours prior to the event to receive full refund. Late cancellations will forfeit 25% of the fees paid.

Requests for refunds due to rain will be approved provided that a written request (Request for Refund Form AC-1006) is submitted within 48 hours after the scheduled event. Building rental permits cannot be cancelled due to rain (excluding picnic shelters).

To Submit A Request For Refund Due To Cancellation or Refund:

1. Complete the Official Request for Refund Form (AC-1006) and submit it with supporting documents to the Center Director. You will need to contact the Center Director to obtain this form.

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Page 10 of 13

- 2. Provide a detailed description of the reason for the cancellation.
 - 3. Provide the mailing address for delivery of the refund check. Checks will be made payable only to the person/agency that originally paid for the permit.
 - 4. Official City Receipt or Cash Register Tape and Official City Permit must be attached.
- YOU WILL RECEIVE A REFUND CHECK 6-8 WEEKS AFTER THE REQUEST FORM IS SUBMITTED.**

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

Applicant Signature Date

▼ CUSTOM QUESTIONS

Question	Answer
What type of group classification does your group fall under?	Non Profit Youth (documentation required)
Are you charging admission to your event?	No
Are you planning to have alcohol present at your event.	No
Will you have any equipment needs?	No
Are you planning to use a caterer or sell food at your event?	No
Are you planning to have music or amplified sound?	No
Will you need outdoor or athletic field lighting for your event?	Not Applicable
Are 75% of your participants seniors (age 62) or persons with disabilities?	No

▼ WAIVERS

Waiver, release of liability and authorization

Waiver for: Ivonne Loaiza
Due Date: Jun 12, 2019

City of San Diego Parks and Recreation Department

WAIVER, RELEASE OF LIABILITY, AND AUTHORIZATION FOR MEDICAL TREATMENT

In consideration of being allowed to participate in City of San Diego and Recreation Council Programs, I acknowledge and agree that:

1. Neither the City of San Diego nor the Recreation Council maintains health insurance for injuries to the participant that may arise out of involvement in classes/activities/events.
2. By virtue of participation, PARTICIPANTS RISK BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PARALYSIS, DISMEMBERMENT, AND DEATH AND OTHER LOSS INCLUDING DAMAGE TO PROPERTY.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK FOR MY CHILD- (AND/OR MYSELF).
4. I RELEASE AND HOLD HARMLESS AND PROMISE NOT TO SUE THE CITY OF SAN DIEGO, its officers, agents or employees with respect to any and all such injury including, but not limited to, paralysis, dismemberment, death or loss except that injury or loss which results from gross negligence or willful or wanton misconduct of one of those individuals or organizations.
5. I agree to inform my child that he/she must follow (and/or I agree to follow) all safety rules, as well as any instructions given during the classes/activities/events listed below, including during lessons, practices, meets, special events, field trips, games or tournaments.
6. I hereby authorize and give my consent for medical care to be given in an emergency situation to the above-named child (or to myself) while participating in this activity, including during lessons, practices, **14E.7**

meets, special events, field trips, games or tournaments.

7. THIS AGREEMENT IS BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE AND ASSIGNS.

8. I hereby give permission for the above-named child (or myself) to be photographed, videotaped or recorded for publicity purposes and that I waive all claims for compensation.

9. I certify to the best of my knowledge my child's (or my) current physical condition is satisfactory for participation in the classes/activities/events listed below and that he/she (or I am) free of any health problem that would affect his/her (or my) ability to participate. Please note: Individuals with health conditions such as, but not limited to, chronic allergies (i.e. asthma), seizures and epilepsy may not participate until a medical clearance has been submitted. In addition, I must notify the coach/instructor/leader of any health condition(s) prior to participation.

10. I understand and agree that it is my sole responsibility to ensure that the address and emergency contact information are accurate at all times.

11. CONSENT TO TREATMENT OF A MINOR: In the event of sudden illness, accident or injury which may occur while said minor is engaged in classes/activities/events by City of San Diego and its representatives, agents or assignees, when neither the parents, guardian or designated family physician can be contacted, I hereby give my consent for emergency treatment as shall be necessary under the circumstance by any physician licensed under the laws of the State of California.

**LA CIUDAD DE SAN DIEGO/DEPARTAMENTO DE PARQUES Y RECREO
RENUNCIA DE RESPONSABILIDAD Y AUTORIZACIÓN PARA EL TRATAMIENTO MÉDICO**

En consideración de poder participar en programas de la Ciudad de San Diego, reconozco y estoy de acuerdo que:

1. La Ciudad de San Diego no mantiene seguro médico que cubra daños al participante que puedan ocurrir durante la participación en las clases/actividades/eventos.

2. Por virtud de participación, LOS PARTICIPANTES ARRIESGAN DAÑO CORPORAL, INCLUSO, PERO NO LIMITADO A, PARÁLISIS, DESMEMBRAMIENTO, MUERTE Y OTRAS PÉRDIDAS INCLUSO DAÑOS A PROPIEDAD.

3. ESTANDO EN PLENO CONOCIMIENTO, LIBREMENTE ASUMO TODO RIESGO PARA MI NIÑO/A (Y/O MI MISMO).

4. ABSUELVO, INDEMNIZO, Y PROMETO NO HACER RESPONSABLE NI DEMANDAR A LA CIUDAD DE

SAN DIEGO, sus oficiales, agentes o empleados con respecto a cualquier daño incluso, pero no limitado a, parálisis, desmembramiento, muerte o pérdidas excepto cuando estos resulten por negligencia o mala conducta hecho intencionalmente o por mala voluntad de alguno de los individuos o de la organización.

5. Estoy de acuerdo en informar a mi niño/a a que debe obedecer (o estoy de acuerdo en obedecer) todas las reglas de seguridad, también cualquier instrucción dada durante la clase/actividad/evento incluso durante lecciones, paseos, entrenamientos, juegos o torneos, etc.

6. Autorizo y doy mi consentimiento para que asistencia médica sea proporcionada en una situación de emergencia para el niño/a (o para mí mismo) durante alguna actividad, clases, entrenamientos, eventos especiales, excursiones, juegos o torneos, etc.

7. ESTE ACUERDO Y RENUNCIA OBLIGA A MIS HEREDEROS, REPRESENTANTES, PARIENTES DIRECTOS, ESPOSO(A) Y PERSONAS ASIGNADAS.

8. Por este medio otorgo permiso para que el niño/a nombrado a continuación sea fotografiado, grabado en video o registrado para propósitos de publicidad y renuncio a cualquier derecho a compensación.

9. Certifico a mi mejor saber, que la condición física actual de mi niño/a (o mía) es satisfactoria para participación en las clases/actividades/eventos, y que el/ella (o yo) se/me encuentra(o) libre de cualquier problema de salud que afectara su (o mi) capacidad de participación. Individuos con condiciones de salud, no limitados a, alergias crónicas (por ejemplo: asma), convulsiones o ataques de epilepsia, no pueden participar hasta que sometan una autorización médica. Además, deben notificar al entrenador/instructor de cualquier limitación o condición de salud antes de participar.

10. Entiendo y convengo que es mi responsabilidad asegurar que la dirección y la información sobre el contacto de emergencia indicado está al corriente.

11. CONSENTIMIENTO AL TRATAMIENTO PARA UN MENOR DE EDAD: En caso de enfermedad, **14E.7**

accidente o herida le que pueda ocurrir a un menor de edad, mientras participan en clases/actividades /eventos de la Ciudad de San Diego y de su representante, agentes o concesionarios, cuando padres, tutores familiares o el médico familiar no puedan ser localizados o contactados, por este medio yo otorgo mi consentimiento para que bajo estas circunstancias, personal médico autorizado y con licencia otorgada por el Estado de California preste el tratamiento de emergencia necesario.

Waiver, Release of Liability, and Authorization for Medical Treatment

Signature: _____

Permit Waiver

Waiver for: Ivonne Loaiza

Due Date: Jun 12, 2019

I understand and agree by applying for this permit that I am responsible for the conduct of the attendees, and that any violation of the rules and condition of issuance of the permit by any attendee may result in the immediate cancellation of this permit, once issued, by any public officer or police officer of the City of San Diego. I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and thereof agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of San Diego. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.

Signature: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

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

INITIALS: 
 Informational
 Action

AGENDA ITEM: AGREEMENTS WITH THE CHILDREN'S INITIATIVE

BACKGROUND INFORMATION:

The Children's Initiative hosts The Childhood Injury Prevention Project which provides free educational trainings that are designed to increase knowledge of parents and professionals on how to prevent unintentional childhood injuries in young children. Trainings consist of two 90-minute sessions and include topics such as resiliency, independence, respect and cooperation in children. The curriculum is based on evidence-based best practices published by the American Academy of Pediatrics (AAP), University of California San Francisco's Prevention of Injuries training curriculum and works published by SafeKids.org. The objectives of the trainings are as follows:

- Increase knowledge of preventing unintentional injuries in young children.
- Increase knowledge to employ simple and effective practices to safeguard young children from injuries.
- Inform and equip parents and childcare sites with relevant, local resources to improve environmental safety.

The District's Children & Families Facilitator will coordinate the dates and locations for The Childhood Injury Prevention Project trainings. These trainings will be held at the Preschool & Child Development Center, Ocean View Hills School and Sunset Preschool. Childcare will be provided.

RECOMMENDATION:

Approve the Agreements with The Children's Initiative for the Childhood Injury Prevention Project at the Preschool & Child Development Center, Ocean View Hills Preschool, and Sunset Preschool during school years 2018-19 and 2019-20 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



The Childhood Injury Prevention Project Agreement 2018-19

The Childhood Injury Prevention Project provides free parent and childcare/preschool staff educational trainings throughout San Diego County. Trainings are designed to increase knowledge of parents and professionals on how to prevent unintentional childhood injuries in young children.

Training Objectives:

- Increase knowledge of preventing unintentional injuries in young children,
• Increase knowledge to employ simple and effective practices to safeguard young children from injuries,
• Inform and equip parents and childcare sites with relevant, local resources to improve environmental safety.

PROJECT OVERVIEW

It has been well-documented that unintentional injuries account for the most injuries and deaths among children ages 0-5 years; a goal has been set to provide parents & childcare staff with meaningful opportunities to:

- Be brought up to date with the most current injury-prevention information and skills
• Learn about the most common injuries and how to best prevent them
• Gain greater understanding of their child's developmental abilities and related injury-risks
• Learn effective strategies to reduce injuries through increased knowledge and access to prevention tools
• Give parents and childcare staff workers an opportunity to speak with an injury expert

PROGRAM RESPONSIBILITIES

ORIENTATION MEETING

Site directors from all participating after early childcare education sites will take part in a brief orientation meeting with a Children's Initiative staff member who will review and discuss details of the parent and staff trainings and their site's role in hosting the training.

Site Supervisors are responsible for:

- Communication with childcare personnel and location logistics (i.e. designated space for training)
• Promotion of training (i.e. encourage attendance and distribute flyers to parents of children enrolled in the childcare or preschool)
• Inform and designate specific staff to attend staff training ("train the trainer").
• Identify specific staff who will provide child care (compensation will be provided by the Children's Initiative) during the parent trainings.
• Gather attendee RSVP's - give best estimate of the number of attendees to The Children's Initiative's staff.
• Communication with The Children's Initiative (i.e. # of RSVP's, children and staff)

STAFFING TO BE PROVIDED FOR TRAININGS

Every participating program will identify two of their staff persons to care for the children during the parent trainings (the number of staff will be dependent on the number of children whose parent's participate in the training); these staff will be compensated \$60 by The Children's Initiative for the duration of the training.

* Supervision Disclaimer: Each site is responsible for setting supervision guidelines that support their organizations' policies & procedures.

STAFF TRAININGS – Refer to EXHIBIT A

Trainings will be located onsite and will begin after children have been picked up for the day. Staff will be provided with incentives and dinner. Each training is approximately **45 minutes** (which includes set up, dinner, presentation, Q & A and clean up). Trainings are completely **free of cost to parents and childcare sites**.

Please indicate your preferred dates & times:

Requested staff training time _____
Requested staff training date _____

Trainings can be offered in both English and Spanish; trainings will be held separately in each respective language. Please choose requested language: English Spanish

PARENT TRAININGS – Refer to EXHIBIT A

Trainings will be located at a designated area onsite and dinner service will begin 15 minutes before the training start time, an educational presentation to follow after. Each training is approximately **1.5 hours** (which includes set up, dinner, presentation, Q & A and clean up). Trainings are completely **free of cost to parents and childcare sites**.

Please indicate your preferred dates & times:

Requested parent training time 8:15AM & 12:15 PM
Requested parent training date 05-21-19 (OVH), 5-23-19 (Smythe/CDC), 5-23-19 (Sunset)

Trainings can be offered in both English and Spanish; trainings will be held separately in each respective language. Please choose requested language: English Spanish

DINNER & REFRESHMENTS: Dinner (i.e. Pat & Oscars, Rubio’s, Pizza) and refreshments will be available at every training for all participating parents, their children and the staff caring for the children. Dinner will also be provided for staff participating in the staff train-the-trainer trainings.

CANCELLATIONS

If a site must reschedule a confirmed training, it is the responsibility of the site supervisor to give a **minimum of 72 hours** advance notice to a representative from the Children’s Initiative.

INSURANCE AND INDEMNIFICATION – Refer to EXHIBIT B

CONTACTS - For Additional Information / Questions, please contact:

The Children’s Initiative
Roxanna Barajas-Arenas
Parent/Community Educator
The Childhood Injury Prevention Program
858.581.5885
Rbarajas-arenas@theci.org

San Ysidro School District
Claudia Uribe
Children & Family Facilitator
Preschool & Child Development Program
(619) 428-4476 x3674
(619) 890-8227
Claudia.uribe@sysdschools.org

- This space intentionally left blank – Signature page follows -



The Childhood Injury Prevention Project Agreement 2018-19

WARRANTY OF AUTHORITY:

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

THE CHILDREN'S INITIATIVE

SAN YSIDRO SCHOOL DISTRICT

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:

WARRANTY OF AUTHORITY:

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SAN YSIDRO SCHOOL DISTRICT

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:



The Childhood Injury Prevention Program
ECE Site Agreement 2018-19

EXHIBIT A

SAVE THIS COPY FOR CI CIPP STAFF

CONTACTS - For Additional Information / Questions / Emergency, please contact:

<u>The Children's Initiative</u> Roxanna Barajas-Arenas Parent/Community Educator The Childhood Injury Prevention Program 858.581.5885 Rbarajas-arenas@theci.org	<u>San Ysidro School District</u> Claudia Uribe Children & Family Facilitator Preschool & Child Development Program (619) 428-4476 x3674 (619) 890-8227 Claudia.uribe@syzdschools.org
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PROGRAM LOGISTICS

Staff Training Start Time: _____

Staff training date:

_____ 1st Training
_____ 2nd Training (if needed)

Requested language: _____ English _____ Spanish

Parent Training Start Time: 8:15 AM & 12:15 PM

Requested training date:

05-21-19 (OVH), 5-23-19 (Smythe/CDC), 5-23-19 (Sunset) 1st Training
TBD 2nd Training (if needed)

Requested language: X English X Spanish

THE CHILDHOOD INJURY PREVENTION PROJECT 2018-19

Agreement between The Children's Initiative (Sponsor) and
San Ysidro School District (District)

EXHIBIT B

Both the Sponsor and the District (Parties) agree to the following:

• **INDEMNIFICATION:**

To the fullest extent permitted by law, Sponsor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Sponsor, its officials, officers, employees, subcontractors, Sponsors or agents in connection with the performance of the Sponsor'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. Sponsor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Sponsor, the District, its officials, officers, employees, agents, or volunteers.

• **INSURANCE:**

Sponsor shall provide and maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date.

All Coverages. Insurance policy required by this Agreement shall be not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.



The Childhood Injury Prevention Project Agreement 2019-20

The Childhood Injury Prevention Project provides free parent and childcare/preschool staff educational trainings throughout San Diego County. Trainings are designed to increase knowledge of parents and professionals on how to prevent unintentional childhood injuries in young children. Trainings consist of two 90-minute sessions (time includes set up, dinner, presentation, Q & A and clean up) and include topics such as resiliency, independence, respect and cooperation in children. The curriculum is based on evidence-based best practices published by the American Academy of Pediatrics (AAP), University of California San Francisco's *Prevention of Injuries* training curriculum, and works published by SafeKids.org. **Trainings are totally FREE of cost to parents and child care centers.**

Training Objectives:

- Increase knowledge of preventing unintentional injuries in young children,
- Increase knowledge to employ simple and effective practices to safeguard young children from injuries,
- Inform and equip parents and childcare sites with relevant, local resources to improve environmental safety.

PROJECT OVERVIEW

It has been well-documented that unintentional injuries account for the most injuries and deaths among children ages 0-5 years; a goal has been set to provide parents & childcare staff with meaningful opportunities to:

- Be brought up to date with the most current injury-prevention information and skills
- Learn about the most common injuries and how to best prevent them
- Gain greater understanding of their child's developmental abilities and related injury-risks
- Learn effective strategies to reduce injuries through increased knowledge and access to prevention tools
- Give parents and childcare staff workers an opportunity to speak with an injury expert

PROGRAM RESPONSIBILITIES

ORIENTATION MEETING

Site directors from all participating after early childcare education sites will take part in a brief orientation meeting with a Children's Initiative staff member who will review and discuss details of the parent and staff trainings and their site's role in hosting the training. This meeting will take place at a convenient time at the childcare or preschool location.

Site Supervisors are responsible for:

- Communication with childcare personnel and location logistics (i.e. designated space for training)
- Promotion of training (i.e. encourage attendance and distribute flyers to parents of children enrolled in the childcare or preschool)
- Inform and designate specific staff to attend staff training ("train the trainer").
- Identify specific staff who will provide child care (compensation will be provided by the Children's Initiative) during the parent trainings.
- Gather attendee RSVP's – give best estimate of the number of attendees to The Children's Initiative's staff.
- Communication with The Children's Initiative (i.e. # of RSVP's, children and staff)

STAFFING TO BE PROVIDED FOR TRAININGS

Every participating program will identify two of their staff persons to care for the children during the parent trainings (the number of staff will be dependent on the number of children whose parent's participate in the training); these staff will be compensated \$60 by The Children's Initiative for the duration of the training. Childcare will only be provided for children enrolled by the site.

** Supervision Disclaimer: Each site is responsible for setting supervision guidelines that support their organizations' policies & procedures.*

STAFF TRAININGS – Refer to EXHIBIT A

Trainings will be located onsite and will begin after children have been picked up for the day. Staff will be provided with incentives and dinner. Each training is approximately **45 minutes** (which includes set up, dinner, presentation, Q & A and clean up). Trainings are completely **free of cost to parents and childcare sites**.

Please indicate your preferred dates & times:

Requested staff training time _____
Requested staff training date _____

Trainings can be offered in both English and Spanish; trainings will be held separately in each respective language. Please choose requested language: English Spanish

PARENT TRAININGS – Refer to EXHIBIT A

Trainings will be located at a designated area onsite and dinner service will begin 15 minutes before the training start time, an educational presentation to follow after. Each training is approximately **1.5 hours** (which includes set up, dinner, presentation, Q & A and clean up). Trainings are completely **free of cost to parents and childcare sites**.

Please indicate your preferred dates & times:

Requested parent training time 8:15AM & 12:15 PM
Requested parent training date TBD-Sunset Preschool, Ocean View Hills Preschool, CDC/Smythe

Trainings can be offered in both English and Spanish; trainings will be held separately in each respective language. Please choose requested language: English Spanish

DINNER & REFRESHMENTS: Dinner (i.e. Pat & Oscars, Rubio's, Pizza) and refreshments will be available at every training for all participating parents, their children and the staff caring for the children. Dinner will also be provided for staff participating in the staff train-the-trainer trainings.

CANCELLATIONS

If a site must reschedule a confirmed training, it is the responsibility of the site supervisor to give a **minimum of 72 hours** advance notice to a representative from the Children's Initiative.

INSURANCE AND INDEMNIFICATION – Refer to EXHIBIT B

CONTACTS - For Additional Information / Questions, please contact:

The Children's Initiative
Roxanna Barajas-Arenas
Parent/Community Educator
The Childhood Injury Prevention Program
858.581.5885
Rbarajas-arenas@theci.org

San Ysidro School District
Claudia Uribe
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(619) 890-8227
Claudia.uribe@sysdschools.org

- This space intentionally left blank – Signature page follows -



The Childhood Injury Prevention Project Agreement 2019-20

WARRANTY OF AUTHORITY:

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

THE CHILDREN'S INITIATIVE

SAN YSIDRO SCHOOL DISTRICT

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:

WARRANTY OF AUTHORITY

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THE CHILDREN'S INITIATIVE

SAN YSIDRO SCHOOL DISTRICT

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:



The Childhood Injury Prevention Program
ECE Site Agreement 2019-20

EXHIBIT A

SAVE THIS COPY FOR CI CIPP STAFF

CONTACTS - For Additional Information / Questions / Emergency, please contact:

The Children's Initiative

Roxanna Barajas-Arenas
Parent/Community Educator
The Childhood Injury Prevention Program
858.581.5885
Rbarajas-arenas@theci.org

San Ysidro School District

Claudia Uribe
Children & Family Facilitator
Preschool & Child Development Program
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(619) 890-8227
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PROGRAM LOGISTICS

Staff Training Start Time: _____

Staff training date:

_____ 1st Training
_____ 2nd Training (if needed)

Requested language: _____ English _____ Spanish

Parent Training Start Time: _____ 8:15 AM & 12:15 PM _____

Requested training date:

_____ TBD 1st Training
_____ TBD 2nd Training (if needed)

Requested language: _____ English _____ Spanish

THE CHILDHOOD INJURY PREVENTION PROJECT 2019-20

Agreement between The Children's Initiative (Sponsor) and
San Ysidro School District (District)

EXHIBIT B

Both the Sponsor and the District (Parties) agree to the following:

• **INDEMNIFICATION:**

To the fullest extent permitted by law, Sponsor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Sponsor, its officials, officers, employees, subcontractors, Sponsors or agents in connection with the performance of the Sponsor'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. Sponsor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Sponsor, the District, its officials, officers, employees, agents, or volunteers.

• **INSURANCE:**

Sponsor shall provide and maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date.

All Coverages. Insurance policy required by this Agreement shall be not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

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

INITIAL: mu
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SCHOOL DISTRICTS FOR STUDENT TRANSPORTATION SERVICES

BACKGROUND INFORMATION:

The Student Transportation Services Agreement between the San Ysidro School District and the forty-three (43) San Diego County School Districts mutually interested in the provision of adequate student transportation services, have personnel, equipment, and other required facilities under its jurisdiction suitable for such services. Transportation services include transporting students between public and nonpublic schools and field trip locations located within County boundaries and locations mutually agreed upon. The cost implications will depend on the services provided. All school districts agree to pay the current district's rate when support is provided.

The District will use these services to provide transportation for field trips or extracurricular activities that the District deems, at its sole discretion, will benefit its students and teachers and on an "as needed" basis. It would also provide more options to the current understaffed transportation department.

RECOMMENDATION:

Ratify the agreement with San Diego County School Districts to assist with Student Transportation Services when District transportation is not available. The term of the agreement is from July 1, 2018 to June 30, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT

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

<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>mu</u>
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="text"/>
<input type="text" value="TBD"/>	<input type="text" value="General Fund"/>			<input type="text" value="--"/>	
(Amount)	(Name of funding source and/or location)			(Funding account number)	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN
SAN DIEGO COUNTY SCHOOL DISTRICTS**

This agreement is entered into between the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called THE DISTRICTS.

This agreement is between the following school districts:

1. Alpine Union School District
2. Bonsall Unified School District
3. Borrego Springs Unified School District
4. Cajon Valley Union School District
5. Cardiff School District
6. Carlsbad Unified School District
7. Chula Vista Elementary School District
8. Coronado Unified School District
9. Dehesa School District
10. Del Mar Union School District
11. Encinitas Union School District
12. Escondido Union School District
13. Escondido Union High School District
14. Fallbrook Union Elementary School District
15. Fallbrook Union High School District
16. Grossmont Union High School District
17. Jamul-Dulzura Union School District
18. Julian Union High School District
19. Julian Union School District
20. La Mesa/Spring Valley School District
21. Lakeside Union School District
22. Lemon Grove School District
23. Mountain Empire Unified School District
24. National School District
25. Oceanside Unified School District
26. Poway Unified School District
27. Rancho Santa Fe School District
28. Ramona Unified School District
29. San Diego County Office of Education (Foster, Youth, and Homeless Education Program)
30. San Diego Unified School District
31. San Dieguito Union High School District
32. San Marcos Unified School District
33. San Pasqual Union School District
34. San Ysidro School District
35. Santee School District
36. Solana Beach School District
37. South Bay Union School District
38. Spencer Valley Elementary School District

39. Sweetwater Union High School District
40. Vallecitos School District
41. Valley Center-Pauma Unified School District
42. Vista Unified School District
43. Warner Unified School District

WITNESSETH

WHEREAS, THE DISTRICTS are mutually interested in and concerned with provision of adequate student transportation services, and

WHEREAS, THE DISTRICTS have personnel, equipment and other required facilities under its jurisdiction suitable for such student transportation services;

NOW THEREFORE, in order to continue and to improve the cooperative efforts of THE DISTRICTS it is hereby mutually agreed as follows:

TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of THE DISTRICTS, THE DISTRICTS may transport students between public and non-public schools and field trip locations located with County boundaries and locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other District's students.

2. STUDENT BEHAVIOR CODE

THE DISTRICTS agree to the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before THE DISTRICTS may suspend or terminate riding privileges, THE DISTRICTS must notify the administration or administration's designee. THE DISTRICTS shall provide each other with any information on behavior problems, to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance and shall name each other as additional insured for the term of this agreement, for \$1,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.

14E.9

Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to mutually defend, indemnify, and save free and harmless each other DISTRICT, its officers, agents, and employees against any loss, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TRANSPORTATION FEE

For the transportation of students with disabilities, THE DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, THE DISTRICTS mutually agree to pay the District's published field trip rate.

7. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

EXHIBIT A

EDUCATION CODE SECTION 44807 provides:

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of that school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

The term of this agreement shall be from July 1, 2018 to June 30, 2020 providing that any DISTRICT may terminate the same at any time upon ten (10) days notice in writing. Transportation directors of all participating DISTRICTS will be notified when any DISTRICT chooses to terminate their participation.

Alpine Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Borrego Springs Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Cardiff School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Chula Vista Elementary School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Dehesa School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Bonsall Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Cajon Valley Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Carlsbad Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Coronado Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Del Mar Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Encinitas Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Escondido Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Escondido Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Fallbrook Union Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Fallbrook Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Grossmont Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Jamul-Dulzura Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Julian Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Julian Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

La Mesa/Spring Valley School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Lakeside Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Lemon Grove School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Mountain Empire Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Oceanside Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Rancho Santa Fe School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

San Diego County Office of Education
(Foster, Youth, and Homeless Education Program)

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

San Dieguito Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

San Pasqual Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

National School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Poway Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Ramona Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

San Diego Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

San Marcos Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

San Ysidro School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____

Santee School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Solana Beach School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

South Bay Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Spencer Valley Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Sweetwater Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Vallecitos School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Valley Center-Pauma Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Vista Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Warner Unified School District

Name / Title

Approved by _____
On the ____ day of _____ 2018.

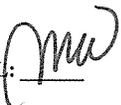
SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

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

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH TRANSFINDER

BACKGROUND INFORMATION:

Transfinder provides a Routing and Scheduling System, GIS Map Conversion, and other important tools that will help the Transportation Department to set and analyze routes, facilitate scheduling of field trips and assist with dispatching. In addition, Transfinder interfaces with Zonar, the GPS system currently being used on District buses.

The District would like to obtain the Transfinder Software for the Transportation Department. Some of the useful benefits of this software are:

- Student Database
- Computerized Training Records
- Computerized Routing and Mapping
- Realtime/live view of bus locations
- Zonar accessibility to track students picked up/dropped off.
- Comprehensive Dispatch Center
- Field Trip resource tracking, cost calculator, billing, invoicing and reporting
- Remote Data Entry of Activity Trips by Schools via your network or the Web

Cost implications include:

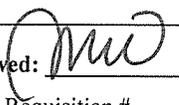
	Year 1	Year 2 & thereafter
Transfinder Software Promotional Pricing	\$13,365.00	\$4,570.00
Training and Project Services	Included	Included
Amazon Web Hosting Services	\$2,830.00	\$2,830.00
Total:	\$16,195.00	\$7,400.00

RECOMMENDATION:

Approve the Software Contract and Software License & Hosting Agreement with Transfinder at an initial cost of \$16,195.00 to include staff training for Year 1 and \$7,400.00 per year thereafter from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal
 New
 Amendment
 Ratify
 Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

FIRST YEAR

\$16,195.00

(Amount)

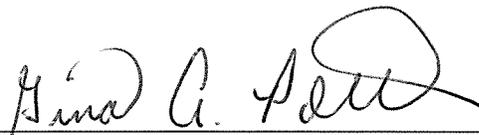
General Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for:
 Approval
 Denial
 Certification Requested
 Yes
 No

Superintendent's Office Certification:



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



Contract, Software License & Hosting Agreement

Prepared for

San Ysidro Elementary School District

4350 Otay Mesa Rd
San Ysidro, CA 92173-1685

Prepared on 3/15/2019

Revised 4/11/2019

by

Greg P. Zibro

Transfinder

440 State Street

Schenectady, NY 12305

Phone: 800-373-3609

Fax: 518-377-3716

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and San Ysidro Elementary School District. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

This contract expires on 4/30/2019, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and San Ysidro Elementary School District (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which San Ysidro Elementary School District may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

14E.10

Page 2 of 15

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST

Software Modules	Qty.	Year 1	Year 2 & Future
Routefinder Pro includes: <ul style="list-style-type: none"> • Single User Software License Routing and Scheduling System • GIS Map Conversion for San Diego County • Tools for Route overlap analysis, Stop Sequence Optimization, and Policy Analytics • Eligibility Assessment & Walk Zone definition • Export routes to Google Earth for drivers & administrators • Driver Certification Functionality • Field Trip resource tracking, cost calculator, billing, invoicing, & reporting 		\$7,495	\$2,750
Additional Routefinder Pro Licenses	1	\$1,750	\$300
Satellite Imagery Service <ul style="list-style-type: none"> • Microsoft Bing Satellite Imagery Service adds a satellite layer to Routefinder Pro 		Included	Included
Wayfinder App - any iOS or Android device <ul style="list-style-type: none"> • GPS capture of bus routes - stop location, stop time, driving path, etc. • Data brought into Routefinder Pro to aid implementation 		Included	Included
Tripfinder <ul style="list-style-type: none"> • Browser-based Field Trip Scheduling • Site License with Unlimited users • Includes Online requests, approvals and reporting 	1	\$3,750	\$750
Viewfinder <ul style="list-style-type: none"> • Customized dashboards to display operational efficiency • Track your fleet live from any device (with an approved GPS Hardware) • View critical transportation data such as field trips in progress, students updated, and routes modified • Schedule Automated Reports to be delivered to your inbox 		\$3,500	\$700
GPS Connect <ul style="list-style-type: none"> • Integration with Transfinder GPS Hardware Partner (Zonar) • Conduct Comparative Analysis • Set deviation alerts on driving path, stop location, time and speeding. 	9	\$1,125	\$270
Transfinder Marketplace Connect <ul style="list-style-type: none"> • Provides data integration from Transfinder's Database to a Transfinder Partner Database Connectivity (Zonar) 		\$1,000	\$1,000
Transfinder Software Retail Pricing		\$18,620	\$5,770
Routefinder Pro Multi-License Discount		-\$2,255	
Viewfinder Bundle Discount		-\$2,000	-\$200
Marketplace Connect Bundle Discount		-\$1,000	-\$1,000
Transfinder Software Promotional Pricing		\$13,365	\$4,570
Training and Project Services			
Project Management <ul style="list-style-type: none"> • Dedicated Project Manager assigned through Project Completion • Manages Transfinder resources to meet Licensee's goals • Project Manager will assist through 1st fall opening 		Included	

Data Management <ul style="list-style-type: none"> Data Engineer will create a custom import process for automating data updates with the Student Information System GIS Engineer will review available County GIS data with Licensee and convert GIS data for use in software 		Included	
6-Month Online Training Period <ul style="list-style-type: none"> Online Training timeframe begins on first completed training date Dedicated Trainer conducts Weekly Online Sessions Trainings conducted with Customer's Maps and Student Data 	6	Months Included	
One Year of Technical Support & Software Updates <ul style="list-style-type: none"> Unlimited Online Technical Support Access to www.MyTransfinder.com client resources portal for documentation, training videos, webinars, and report library Report Customization Services 		Included	Included
Transfinder Software, Training, Project Services		\$13,365	\$4,570
Hosting Services powered by Amazon Web Services (AWS) <ul style="list-style-type: none"> Hosting includes database server, application servers, storage, and data maintenance Hosting Service is due with initial purchase and is included in the future Hosting Service. 		\$2,830	\$2,830
Transfinder Software, Training, Project Services & Hosting		\$16,195	\$7,400
		Year 1	Year 2 & Future
<u>INITIAL SYSTEM COST:</u> <input checked="" type="checkbox"/> x _____ Initial here		\$16,195	\$4,570
<u>ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES:</u> <input checked="" type="checkbox"/> x _____ Initial here This fee is due upon the anniversary date of the initial software activation.		Included	\$7,400

TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS

This is a declaration of your Transfinder Annual Support Provisions. It describes the benefits you enjoy as a Transfinder client “in good standing” by remaining current in your payment of your Annual Support Fees.

Routefinder Pro Software System Annual Support

Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Access to MyTransfinder - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	Included
Unlimited Custom Report creation for Routefinder Pro. Transfinder customizes specific reports to meet exacting specifications	Included
Custom Data Integration module modifications and maintenance as needed	Included

Viewfinder, Tripfinder Software System Annual Support

Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included

Servicefinder Annual Support

Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
System maintenance of the Servicefinder server on the Transfinder Hosted Network	Included

II. RESPONSIBILITIES

Data Conversion - San Ysidro Elementary School District (hereinafter “District” or “Licensee”) will assist Transfinder in acquiring all the required student and school information for the Routefinder Pro system. The data must be provided in required .csv, .xls, .txt, .dat, and .dbf file format and/or the Licensee will enter the data manually. Transfinder will convert the student and school data to the Routefinder Pro system format.

Confidentiality - Transfinder will maintain the confidentiality of any and all personally identifiable information about staff, parents, students and any other school constituent unless Transfinder has the prior written permission of the Licensee. To the extent that Transfinder will come into possession of student records and information, and to the extent that Transfinder will be involved in the surveys, analysis, or evaluation of students, incidental to this agreement, Transfinder shall use its best efforts to comply with all requirements of the Family Educational Rights and Privacy Act. Transfinder shall be required to keep any and all student information it receives confidential and will not use the information for any purpose other than as necessary to provide the services to Licensee under this

contract. Transfinder will delete and destroy the student and any other data provided by the Licensee from Transfinder's servers after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

County Map Data - Transfinder will convert a compatible GIS map data provided by the Licensee, or will provide commercially available map data as stated in Section I of this agreement.

Installation - SaaS Deployment - Hosted on Transfinder Hosted Network (THN) through Amazon Web Services (AWS). The Transfinder Software environment and all Licensee data files will reside on servers within the United States.

Activation - Activation, as defined here includes loading Routefinder Pro files and map files required to support the licensee's area, and student data resulting from the initial download and data conversion to the Transfinder Hosted Network (THN).

Training - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

Hosting Services Uptime - Transfinder will exceed 99% uptime between 5:00AM and 5:00PM Eastern Monday through Friday (excluding holidays) to the Licensee. Maintenance periods are scheduled after business hours but Transfinder reserves the right to schedule maintenance periods during business hours that will not constitute downtime. Downtime refers to the inability to access the hosted environment. Standard support issues, which would occur in a locally installed environment, will not constitute downtime. Downtime will be calculated from the time Licensee reports an outage to the time Transfinder resolves the issue. Licensee must submit an email reporting downtime to support@transfinder.com.

Below is a schedule for compensation for Transfinder's failure to meet the uptime requirements. Credits will be given toward future support fees. The downtime is calculated on a calendar year resetting January 1st. Transfinder agrees to credit Licensee as follows.

Targeted Attainment	Actual Attainment	Credit Amount
100%	98% - 99%	Remedial Action
100%	97.99% - 95%	4% of Annual Support Fee
100%	< 95%	5% of Annual Support Fee

This uptime policy excludes anything that is reasonably outside of Transfinder's control including force majeure. To resolve technical issues Transfinder may require the cooperation of Licensee. If Licensee's Department of Technology (DoT) staff is unable or unwilling to assist Transfinder IT staff with resolving technical issues within 48 hours, Transfinder will not be held responsible for the resulting downtime from the time of Transfinder request for assistance from Licensee's DoT.

Remote Connectivity – Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

System Maintenance - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder Pro on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for San Ysidro Elementary School District.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (1) one-year. The Transfinder Software system initial cost of **\$16,195.00** is due upon execution of this agreement.

In accordance with the 1-year Term, Transfinder will provide Technical Support, Product Updates and Hosting Services to the Licensee for one year starting on the initial Activation Date. The costs for the Technical Support, Product Updates and Hosting Services is included.

Upon the completion of the initial 1-year term, the Licensee will have an option to continue to pay the Annual Service Fee & Hosting amount of **\$7,400.00** when due on the anniversary of the original Activation Date, in order to continue to receive Technical Support, Product Updates and Hosting Services from Transfinder. Transfinder will continue to provide software, hosting services and technical support, which includes system updates, to the Licensee as long as the Annual Service Fee is paid and kept current.

Future Annual Service Fee prices are subject to change given prior notice. Transfinder will notify Licensee of any annual support fee increases (60) sixty days in advance of the payment date.

If onsite training or services are purchased, the expenses for travel and living will be billed to Licensee at cost as incurred.

If not tax-exempt, any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contact.

All invoices will be paid, by or on behalf of the Licensee within (30) thirty-days.

IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend updates, maintenance, support services and consulting, training and implementation services. However, Transfinder shall give the Licensee written notice of non-payment and give the Licensee fifteen days to cure prior to suspending any updates, maintenance, support services, consulting, training, and implementation of services.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants the Licensee a non-exclusive, non-transferable license to use and access Routefinder Pro, and the accompanying documentation on the Transfinder Hosted Network (THN). A Routefinder Pro license is required for each concurrent user/computer accessing the THN. Transfinder retains the title to Routefinder Pro and related materials. You agree to protect Routefinder Pro from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Routefinder Pro and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder Pro is a © copyright of Transfinder. All rights reserved.

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48 CFR 52.227-19, as applicable. Manufacturer is MapInfo Corporation, One Global View, Troy, NY 12180. Rights are reserved under copyright laws of the United States with respect to unpublished portions of the Software.

Non-permitted Uses: You may not make copies of Routefinder Pro. You may not use Routefinder Pro on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder Pro will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder Pro under this license. You may transfer it on a permanent basis if the person receiving it agrees to the terms and conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder Pro, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder Pro. You may not remove or obscure Transfinder or any other copyright and trademark notices.

Duration: This agreement is effective from the day you sign the Contract. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you destroy all written materials, the Routefinder Pro software, data and all software and data copies. Transfinder can also enforce its other legal rights.

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

Covering Routefinder Pro Sale of Software: Routefinder Pro is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

Bankruptcy: All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee's written request (i) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights, but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee **(\$16,195.00)** when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorneys fees; or may terminate this agreement and has the right to remove all access to and or remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof, if any; and will further be entitled to all its reasonable costs in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

VIII. NOTICE, SEVERABILITY & JURISDICTION

Notice: Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before set forth or at such address as the party may provide in writing from time to time.

Severability: If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

TRANSFINDER

Antonio Civitella, President/CEO

Name and Title

Authorized Signature

Date

LICENSEE – San Ysidro ESD **Federal Tax ID#:** _____ **Purchase Order #:** _____

X

Name and Title

Authorized Signature

Date

Transfinder and San Ysidro School District

Contract, Software License & Hosting Agreement

ADDENDUM NO. 1

Both Transfinder and the San Ysidro Elementary School District (Parties) agree to the following:

- **INDEMNIFICATION:**

To the fullest extent permitted by law, Transfinder shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Transfinder, its officials, officers, employees, subcontractors, or agents in connection with the performance of Transfinder's Services, the Project or this Agreement, including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses.

- **INSURANCE:**

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

Cyber Security Liability: Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence and shall cover all of Transfinder's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Transfinder or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

- **OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

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

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

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

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

TRANSFINDER

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved

Welcome!

We are now in the Implementation phase of your Transfinder software purchase. Per our contract, we require your district to provide the data necessary for your success. This may require assistance from an administrative office, IT, or a technical representative from your district.

In order to populate the Transfinder Routefinder Pro system with student data, we are requesting a student data file be generated for conversion within the software.

We work daily with private and secure student data from our clients and are aware of the sensitive nature of all data collected.

This document will assist you and/or your technical representative in providing the necessary information.

Accepted File Formats:

.csv, .xls, .txt, .dat, and .dbf files.

Student Records - Required Fields:

The file must contain information on all students receiving transportation, and have one row per record. You may also include non-transported students as well.

*If you provide transportation for, private, parochial, out of district, or any other students not maintained in your SIS you will need to provide a list of those students as well. These should be provided separately and noted as not a part of your SIS data.

We require seven fields for each student:

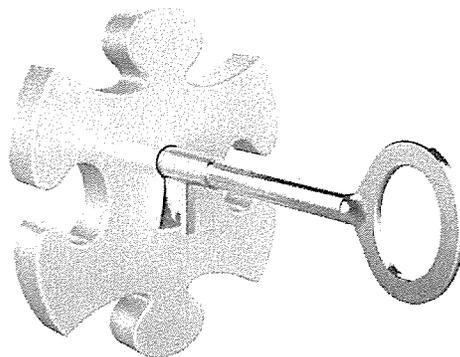
Student ID, Last Name, First Name, School, Grade, Residential Street Address and Residential Street Zip Code. We strongly recommend including additional fields of data as noted in the following pages.

Do Not Alter Your Data to Match Our Fields

Please do not edit the seven required fields to match our requirements. Transfinder's Client Data Team or your Customer Project Manager will convert the data for use within our software. Please provide the data exactly as it exports from your Student Information System.

Data Quality

You will see at the bottom of our form that we believe in "garbage in, garbage out". The more accurate and complete the information is that you can provide the more successful the project will be!



**GOOD DATA IS CRUCIAL.
REMEMBER: GARBAGE IN, GARBAGE OUT!**

Our Recommendations:

The team at Transfinder has had the opportunity to work with thousands of school districts and contractors across the globe. Throughout that time we have learned a few things about data, besides our “garbage in, garbage out” mantra. We would like to share them with you now as you start the data collection process.

Those in **BOLD** are the seven required fields for all students previously mentioned, the rest are additional data elements we recommend you include if available within your SIS.

- **Student ID**
- **Last Name**
- **First Name**
- **Middle Initial**
- **School**
- **Grade**
- **Residential Street Address**
- **Residential Street Zip Code**
- Mailing Address 1
- Mailing Address 2
- Mailing City
- Mailing State
- Mailing Zip
- Dob
- Primary Guardian
- Primary Phone
- Sex
- Emergency Name 1
- Emergency Phone 1
- Emergency Phone Ext 1
- Emergency Name 2
- Emergency Phone 2
- Emergency Phone Ext 2
- Ethnic Code
- Disability Code(s)
- Contact Notes
- Comments

Student Records – User Defined Fields

Our software also can utilize several additional user-defined fields (8 alpha-numeric, and 4 each of both numeric, and date) where “other” data can be stored. Please see page 2 for our recommendations when it comes to providing the best data for your new Routing Software. You can also speak directly with Transfinder’s Client Data Manager or your Customer Project Manager to discuss the exact needs of the district. Some of our recommendations:

- Home Room
- Alternate Pick-up and/or Drop-off Location (i.e., joint custody or day care)
- Alternate School Assignment (School of Residence vs. School of Attendance)
- Transportation Related IEPs & Related Notes
- State Reporting Information (if applicable)

Schools:

Information about each school you service can be just as important as the students you service. Often times not all schools are coded the same in your SIS as they are in Transportation, ensuring that you have accurate information about each facility is an important piece to the routing puzzle. This information is not included in the SIS file however it should be gathered and provided in a separate excel file.

School Code (local to the district in SIS)

State School Code

Transportation School Code

School Name

Physical Street Address

City, State & Zip Code

AM Bell Time

PM Bell Time

Bus Arrival time (or window)

Bus Departure (for PM Routes)

Grade Range



**GOOD DATA IS CRUCIAL.
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The following is a breakdown of all the fields previously listed so that you have a clear understanding of what each field is and what the requirements for the data are.

Student ID:

AKA local ID, this is the SIS/School generated alpha-numeric code unique to each student which will serve as the "key field" for future imports.

Last Name/First Name:

The student's given name. Must be in separate fields.

Middle Initial:

Can be provided as a full middle name, but our system will truncate all characters after the first.

School Code:

5 digit or less alpha-numeric code for schools. This code will be used upon initial import to seed the School Table with records which later gets filled in by the users or our system.

Ethnic Code:

The designations for ethnic codes are left up to the school district and we can import most any data. Multiple ethnic codes can be assigned to any given student. Lists can be modified after import.

Disability Code(s):

The designations for disability codes are left up to the school district and we can import most any data. Multiple disability codes can be assigned to any given student. Lists can be modified after import.

Grade Code:

Please note that the Grade Code can be delivered in any format the district likes, but we will have to setup definable maps, i.e., a grade code can come across as -2, but we must be able to interpret that into a Preschool (for example) grade code. Such data mappings must be consistent and understood within the Transportation Department.

* Valid grade levels in Routefinder Pro are: PA, PP, P, KA, KP, K, 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, S.

Key:

- PA=Preschool AM
- PP=Preschool PM
- P=Preschool Full Day
- KA=Kindergarten AM
- KP=Kindergarten PM
- K=Kindergarten Full Day
- S=Special Needs

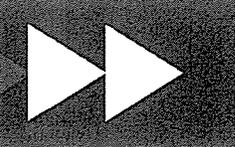
DOB:

The student's date of birth, given in any one of the following formats:

- MM/DD/YY or MM/DD/YYYY
- YYMMDD or YYYYMMDD
- MMDDYY or MMDDYYYY
- DDMMYY or DDMMYYYY
- DDMMMYYYY (01-JUN-2015, 01JUN2015)

Sex:

The student's physical sex, expressed as a single character, M or F.



**GOOD DATA IS CRUCIAL.
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Residential Street and Zip Address:

Where the student physically lives*. Ideally, data will be sent as Street Address 1 and 2, where 1 is the typical first line address (120 Cherry Street) and 2 is the Apt, Lot or Building Number (Apt. 4)

* if the student has complex living arrangements, this address should be interpreted as the place he/she will most often be during the mornings where he/she would be picked up for school.

Mailing Street 1 and 2 and Mail City, State, Zip:

Where the student gets their mail, including but not limited to their Bus Passes. Ideally, data will be sent as Street Address 1 and 2, where 1 is the typical first line address (120 Cherry Street) and 2 is the Apt, Lot or Building Number (Apt. 4). Mail City, State and Zip are all standard address data, where State is a 2 letter abbreviation and zip code is the 5 digit sequence only.

Previous Geocoding – X,Y Coordinates

- We can import previous map geocoding coordinates for your students and schools, as long as the Geocoding was generated in an ESRI or Mapinfo map using the same projection.

Other Fields:

Radio Buttons - Transfinder has binary (yes/no) radio buttons for the following data pieces:

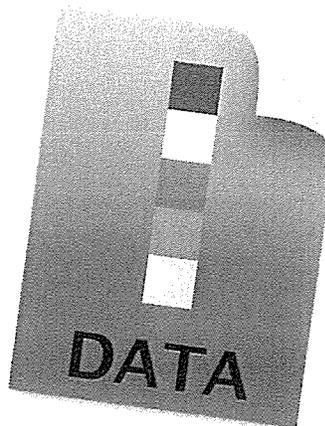
- Aide Required
- Eligible
- Disabled
- Transportation Eligible

Guardian/Emergency Contact 1/Emergency Contact 2:

Transfinder has 3 official places for contact data to be stored. If there are more than 3 contacts required, we have other options to include that information. Typically, the first 3 contacts (in whatever order of importance the school district desires) will be data mapped to Guardian, Emergency Contact 1 and Emergency Contact 2. We can bring in additional contacts to the User-Defined Fields, or we can also store them in the "Contact Notes" field as part of one large, concatenated list, including phone numbers and separated by commas.

Phone/Emergency Phone 1/Emergency Phone 2:

These phone number fields correspond to the associated Contact Fields, above. Like the contact fields, additional phone numbers can be stored in the system, either in the User-Defined Fields or as part of a concatenated list in "Contact Notes". It should be noted that these formats for phone number storage do not behave, from a data perspective, as a true phone number format field does.



**GOOD DATA IS CRUCIAL.
REMEMBER: GARBAGE IN, GARBAGE OUT!**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Vista Del Mar Middle School
Nadia Aviles, Principal

INITIAL: *MA*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH 3SCREEN.COM

BACKGROUND INFORMATION:

Vista Del Mar Middle School students will participate in an educational assembly conducted by 3Screens.com on June 6, 2019. The topic "Fix It!", consists on helping students think about all of the bad things that happen to us and around us which might make us feel powerless and fearful such as violence, addiction, bullying, family problems and fear of failure to list a few. Music, action and other media will be used in a way that engages students and helps them focus on life-changing issues and overcoming obstacles.

RECOMMENDATION:

Approve the agreement with 3Screens.com to conduct an educational assembly at the Vista Del Mar Middle School on June 6, 2019 at a cost up to \$625.00 from Title I funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: *MA*

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

ML060619a625 7:45/8:44 FI
Nadia Aviles naviles@sysd.k12.ca.us
Vista Del Mar MS
4885 Del Sol Blvd
San Diego, CA 92154
(619)661-6753

ASSEMBLY PROGRAM CONTRACT

This written contract is to confirm and document the agreement entered into between 3screens.com and Vista Del Mar Middle School.

SPECIFICATIONS OF THE AGREEMENT

3screens.com is obligated to present the following production(s): "Fix It" or equivalent three-screen programs as agreed to by both parties

To be presented on the following date(s) and time(s): **6/6/19 at 7:45am and 8:44am.**

The school or sponsoring group named above is obligated to the following:

I. Preparation and set-up:

- A. Verify in advance that there is adequate space for the presentation.
- B. Provide unhindered access to the showing location ninety minutes prior to the starting time, and for thirty minutes following the completion of the presentation(s).
- C. Identify and provide access to at least three separate 15 or 20 amp circuits.
- D. Cover any windows or skylights necessary in order to darken the showing location.
This should be completed before the arrival of 3screens.com technician(s).
- E. Provide a set-up crew of two to four persons (usually student volunteers) to assist in unloading, setting-up and tearing down equipment. This crew must be available one hour prior to the starting time, and for thirty minutes following the presentation(s).

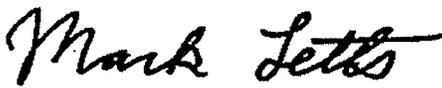
II. Payment:

Payment in the amount of **\$625.00** will be made to 3screens.com for services rendered. **Advance payment or a minimum deposit of 50% of the total amount is not required with this contract, but would be appreciated.** Any unpaid balance is due at the completion of the presentation(s).

If applicable, insert **purchase order number** here: _____

III. Provisions:

- A. 3screens.com reserves the right to name and credit corporate and foundation sponsors in the production in order to defray production and distribution costs. Credit may include recognition on screen and/or by verbal announcement.
- B. This agreement may not be modified except by a written agreement signed by both parties.
- C. Both parties agree that 3screens.com will not be liable for delays or failures due to the elements, acts of civil authorities, strikes, fires, epidemics or any other causes beyond its reasonable control, and that reasonable effort will be made to adjust the timing or reschedule the event.

Signed  Date 4/15/19

(3SCREENS.COM REPRESENTATIVE)

Signed _____ Date _____

(SCHOOL OR SPONSORING GROUP REPRESENTATIVE)

San Ysidro School District
Marilyn Adrianzen, CBO

Board Approved: _____

**SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT**

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I, _____ (Print - Name of participant) the undersigned, agree to the following:

_____ 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____ 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____ 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: *(All sections must be completed.)*

Participant:

Signature

Date

Print Name

Phone

Organization: _____

Note: Please include Business Card if available.

Participant's Address:

Telephone: () _____

Event Description/Purpose: _____

Date of Event: _____ Time: From _____ To: _____

Location of Event: _____

**IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.**

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

Signature

Date

Parent/Guardian Name

Phone

**Please return completed forms to the Business Services Office at least one week before the event
~ Thank you**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

FIX IT!

Follow up discussion guide for the 3screens.com assembly program

1. The assembly program suggested that we tend to think about all of the bad things that happen to us and around us, which might make us feel powerless and fearful. Do you think that's true, or do you possibly think we usually don't think that much about them?
2. The program listed violence, addiction, bullying, family problems and fear of failure. Are there other things that bother you as much or more?
3. The program suggested three reasons we should not give up:
 - a. Often we can fix things.
 - b. We can always try to fix things.
 - c. We usually at least make things better when we try to fix things.Do you agree with all three of those? Why?
Give examples in your own school and your own life.
4. What are the most negative effects of fear?
5. What are some legitimate fears? Can you use fear to motivate positive actions?
Give some examples.
6. List some problems you want to try to fix in your school, and some ideas as to where to begin.

Things you might want to check out:

SitWithUs app

wedinetgether.org (a great alternative for schools that limit phone use)

Songs in the program:

"Hard Times", by Paramore

"Fear, He is a Liar", by Zach Williams

Pumpin' Blood", by NoNoNo

"Clearly", by Grace VanderWaal

"Goodbye Apathy", by One Republic

"Life to Fix", by The Record Company

(Warm-up songs: "Shotgun", by George Ezra

"Ghosts" by Mike Shinoda)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH MARSAFETY COMPLIANCE SERVICES

BACKGROUND INFORMATION:

MarSafety Compliance Services provides training to employees who apply pesticides on an annual basis. The course is mandatory for certification of individuals that are pesticide handlers. The training helps to ensure that District staff have the knowledge of how to respond to any pest management related emergencies. The course also includes the Heat Illness Prevention and Hazard Communication training. Employees within the grounds department will partake in this 5.5 hour course.

Participants will learn the following:

- Routine and emergency decontamination exposures
- Appropriate safety equipment
- Environmental concerns
- Health hazards including chronic health effects
- Proper labeling of pesticide products

RECOMMENDATION:

Approve the agreement with MarSafety Compliance Services to provide a mandatory annual pesticide compliance course for staff during 2019-20 school year at a cost of \$700.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MA

Financial Implications?

Are funds for this item available in the 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, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 10th day of May, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Mar Safety Compliance Services
Company/Consultant

(858) 292-6295
Telephone Number

P. O. Box 81566, San Diego, CA 92138
Address

www.marsafety.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

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4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

SAN YSIDRO SCHOOL DISTRICT

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT:	MAR SAFETY COMPLIANCE SERVICES
Name:	Alicia Mariscal
Title:	Trainer
Address:	P.O. Box 81566
City/State/Zip Code:	San Diego, CA 92138
Telephone:	(858) 292-6295 / Fax (619) 241-2438 / www.marsafety.com
Email:	alicia@marsafety.com

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

MarSafety Compliance Services

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES



"Compliance and Safety Through

March 1, 2019

Messr. Director of Maintenance and
Daniel Camberos, Lead Gardener
San Ysidro School District
4350 Otay Mesa Road
San Diego, California 92173

Gentlemen:

MarSafety Compliance Services appreciates this opportunity to propose to provide the following professional training services to your maintenance personnel:

1. Update and implement a Pesticide Safety Training Program.
Train pesticide handlers in General Pesticide Safety as required by Title 3 CCR § 6724 (*required for handlers annually*).
Hazards of Pesticides; Routes by which pesticides enter the body; Emergency first aid for pesticide overexposure; How to obtain emergency medical care; Routine and emergency decontamination procedures including spill cleanup; Personal protective equipment; Safety requirements and procedures, including engineering controls; Handling, transportation, storing and disposing of pesticides; Environmental concerns; Warnings about taking pesticides home; Employee rights; Provide chemical-specific training (required annually and when new chemicals are introduced) which include product label format and meaning of information about human health hazards contained therein, acute and chronic health effects, delayed effects and sensitization as identified in product labeling, Safety Data Sheet (SDS), Pesticide Safety Information Series (PSIS) and other sources.
2. Train employees on Heat Illness Prevention in accordance with Title 8, Sec. 3395 and Title 3, Sec. 6724
3. Train employees on Hazard Communication in accordance with Title 3, Sec. 6723
4. Offer hours of Continuing Education Credits for any QAC/QAL/PCA for time attended (5.5 Hrs. max)
5. Provide all necessary documentation

San Ysidro School District will be a named insured under the MarSafety General and Professional Liability Insurance Policy (\$1M/2M coverage limits).

The fee for the full program is \$700.00. Total maximum time required is 5.5 hours.

I strongly believe that MarSafety Compliance Services has the capabilities and experience required to provide excellent service under this contract. Please do not hesitate to call if you have any questions or if you need further explanation about the services mentioned in this proposal.

Best regards,

A handwritten signature in black ink, appearing to read "S. Maria", is written over a faint, light-colored signature line.

14E.12
Page 12 of 12

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

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

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH AARDVARK ANT AND PEST CONTROL –
ADDENDUM NO. 1

BACKGROUND INFORMATION:

On April 11, 2019, the Governing Board approved the agreement with AARDVARK Ant and Pest Control to iradicate a pest situation at the San Ysidro Middle School. Addendum No. 1 requests that AARDVARK maintain insurance and indemnify the District during the term of the agreement.

RECOMMENDATION:

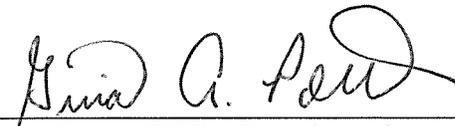
Approve/Ratify Addendum No. 1 to the agreement with Aardvark Ant & Pest Control.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

SERVICE AGREEMENT
Between Aardvark (Company/Vendor) and San Ysidro School District (District)

ADDENDUM NO. 1

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

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

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

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

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit. San Ysidro School District shall be named as additional Insured and endorsements provided.

District waives _____

2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Company/Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

District waives _____

3. **Workers' Compensation (Employer's Insurance)**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

District waives _____

INDEMNIFICATION

To the fullest extent permitted by law, Company/Vendor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Company/Vendor, its officials, officers, employees, subcontractors, Company/Vendors or agents in connection with the performance of the Company/Vendor's Services, the Project or this Agreement.

By signing this Addendum No. 1, both Aardvark and San Ysidro School District agree to the terms indicated above and indicate that they are authorized representatives/signers.

AARDVARK Ant & Pest Control Inc.

San Ysidro School District

Date: _____

Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Human Resources
Linda Gonzales, Human Resources
and Credentialing Coordinator

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY OFFICE OF EDUCATION
FOR BTSA INDUCTION PROGRAM

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with the San Diego County Office of Education BTSA Induction Program to provide support to preliminary credential holders who are working towards a clear credential.

RECOMMENDATION:

Approve the agreement with San Diego County Office of Education for participation in the BTSA Induction Program provided during 2019-2022 school year 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: 

Financial Implications?

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

Requisition #

Yes No

Yes No

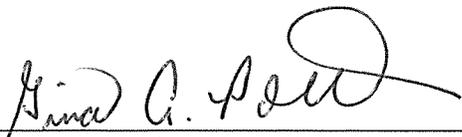
N/A
(Amount)

N/A
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SERVICES AGREEMENT BETWEEN
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
AND
San Ysidro School District

This Agreement is made and entered into by the San Ysidro School District, hereinafter referred to as DISTRICT, and San Diego County Superintendent of Schools, hereinafter referred to as SDCOE.

1. PURPOSE & SCOPE. SDCOE will provide Teacher Induction support to DISTRICT Preliminary and Level 1 credential holders. The purpose of the proposed partnership is to provide a Commission-approved program that will allow Preliminary and Level 1 credential holders to meet the renewal requirements listed on the California Preliminary and Level 1 Credential.

A. DISTRICT RESPONSIBILITIES UNDER THIS MOU:

1. Identify eligible Teacher Candidates according to State criteria for eligibility.
2. Provide timely notification of new hires eligible for induction to the program by October 1, 2019.
3. Follow district-approved Mentor selection procedures, understanding that the best match is by school/grade level/content.
4. Ensure all Mentors understand their responsibilities to, and the requirements of, the SDCOE Teacher Induction Program outlined in the Mentor Memorandum of Understanding, including mandatory attendance to training for all new Mentors.
5. Provide release time for Mentors, as needed, to observe Teacher Candidates as required by program completion requirements.
6. Provide release time for Teacher Candidates to complete the one required classroom observation – in the Spring.
7. Upon request, participate in the evaluation of the SDCOE Teacher Induction Program.
8. Identify a District Administrator to attend Advisory Committee meetings and participate in required accreditation activities.
9. If DISTRICT has six or more Teacher Candidates enrolled in the program, the district will identify a District Lead as the liaison between the district and the SDCOE Teacher Induction Program. The District Lead will:
 - a) Provide advice and assistance to both Mentors and Teacher Candidates.
 - b) Coordinate Mentor/Teacher Candidate pairing, verify the SDCOE pairing list, and notify SDCOE of any changes.
 - c) Assist Teacher Candidates and Mentors in using the learning management system (LMS) and accessing all assignments.
 - d) Input and monitor grades in LMS for all Teacher Candidates within the district, charter, private or non-public school. Grades are to be posted within 1 week of the SDCOE due date.
 - e) Plan and facilitate Verification Meetings throughout the year.
 - f) Attend all monthly District Lead meetings throughout the year. *(If DL is unable to attend, DL will view the recordings.)*
 - g) Establish district, charter, private or non-public school due dates for all assignments prior to verification meetings.
 - h) Communicate with program leadership as questions and needs arise.

- i) Notify program leadership if concerns arise about a Teacher Candidate or Mentor. This concern includes potential non-completion.
- j) Communicate with Mentors consistently via e-mails, phone calls, meetings, etc.
- k) Facilitate end-of-the-year colloquium(s) in April or May.

B. SDCOE RESPONSIBILITIES UNDER THIS AGREEMENT.

- 1. Maintain Commission-approved status with the Commission on Teacher Credentialing by establishing, maintaining, and submitting accurate records required as part of the accreditation process.
 - 2. Provide "Mentor Skill-Building" training for new Mentors.
 - 3. Maintain and monitor the learning management system (LMS) for Mentors and Teacher Candidates.
 - 4. Support District Leads to facilitate verification and other meetings for Mentors and Teacher Candidates.
 - 5. Recommend only those candidates who successfully complete program requirements for a clear credential.
 - 6. Maintain communication with District Leads through regularly scheduled District Lead meetings.
 - 7. Maintain communication with districts through regularly scheduled Advisory Committee meetings or newsletters.
 - 8. Provide compensation for a District Lead position based on supporting 6 or more Teacher Candidates. This compensation is based on a sliding scale.
2. TERM OF AGREEMENT. The Term of Contract shall begin July 1, 2019 and shall end on June 30, 2022.
3. COMPENSATION. The total Contract cost shall be invoiced to responsible party based on the option selected below:

Invoice district \$1000 per Teacher Candidate per year; District will pay Mentors.

Invoice district \$2500 per Teacher Candidate per year; SDCOE will hire district-selected Mentors as hourly limited-term employees pending completion of SDCOE's employment process and pay up to \$1500 per Teacher Candidate supported per year.

Invoice teacher \$1000 per year; District will pay Mentors.

Invoice teacher \$2500 per year; SDCOE will hire district-selected Mentors as hourly limited-term employees pending completion of employment process and pay up to \$1500 per Teacher Candidate support per year.

Note: District/teacher will be invoiced the full amount for any drops after November 1, 2019.

DISTRICT agrees to pay SDCOE the amount due for services provided to DISTRICT under the terms of this Agreement within 30 days of receipt of Invoice.

4. TERMINATION. This Agreement may be cancelled upon mutual written agreement between DISTRICT and SDCOE. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCOE.

5. INDEPENDENT CONTRACTOR. The parties understand that each of the parties and its employees, agents, officers, and associates are an Independent Contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, worker's compensation, or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.

6. INDEMNIFICATION. Each party hereby agrees to indemnify, defend, and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including reasonable attorney fees) to the Indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

7. CONTACT INFORMATION.

SDCOE:

<p>Olivier Wong Ah Sun Assistant Superintendent HR 6401 Linda Vista Road, Room 406 San Diego, CA 92111-7319 Telephone: (858) 292-3662 Email: mpantaleon@sdcoe.net (Admin Asst)</p>	<p>Sheiveh Jones Director HR 6401 Linda Vista Road, Room 103 San Diego, CA 92111-7319 Telephone: (858) 292-3556 Email: snjones@sdcoe.net</p>
---	--

DISTRICT:

(Name and Title of person signing for District)

Human Resources Department
(Address)

4350 Otay Mesa Road, San Ysidro, CA 92173
(Address)

(619) 428-4476
(Telephone number)

(Email)

8. TOBACCO-FREE FACILITY. SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCOE property.

9. **GOVERNING LAW/VENUE.** In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

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.

12. **COUNTERPARTS.** This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS:

By (Authorized Signature)	Date
Michael Simonson Assistant Superintendent, Business Services	

DISTRICT:

SanYsidro School District

District/Private/NPS or Charter School Name

By (Authorized Signature)	Date
Marilyn Adrianzen	
Name (Type or Print)	Board Approved:

Chief Business Official

Title

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER

BACKGROUND INFORMATION:

The San Ysidro School District is renewing its agreement with the Advancement Via Individual Determination (AVID) Program. AVID is a college readiness program for students focusing on time management, academic preparation, and college/career awareness. In the past, the AVID program has been received very positively by teachers/coordinators, administrators and counseling staff. AVID is an effective component of the San Ysidro School District's commitment to The Compact for Success.

The AVID California Division Program Manager, our AVID District Director, our site administrations at San Ysidro Middle School (SYMS) and at Vista Del Mar Middle (VDM) as well as the site AVID Coordinators and site teams will collaborate to continue implementation of the program at both middle schools. Appropriate staff from each school, including site administrators, will attend the 2019 AVID Summer Institute (July 29-31). Additional professional development services and programmatic support provided by AVID Center will provide key technical support to the San Ysidro School District in presenting, coordinating, facilitating, and eventually, increasing the presence of the AVID program within our District.

Cost implications include membership fees for each school, summer institute, substitute teacher compensation, parking and mileage.

RECOMMENDATION:

Approve the agreement with the Advancement Via Individual Determination (AVID) Center for the 2019-20 school year with a cost of \$22,000.00 to be paid from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Action/Service 1.9 - College and Career Readiness and 21st Century Learning: Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as Project Lead the Way and AVID. In addition, middle schools will offer electives such as Spanish, etc., and programs such as Gifted and Talented Education (GATE). These programs promote equal access for all students.

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

\$22,000.00
(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



AVID Center
 9797 Aero Drive, Suite 100
 San Diego CA 92123
 (858) 380-4800

Document# D028278
 Page 1

Federal Tax ID# 33-0522594

Bill To:

San Ysidro School District
 *Attn: Accounts Payable
 4350 Otay Mesa Road
 San Ysidro, CA 92173

Ship To:

Customer ID:	Purchase Order #:	Shipping Method:	Terms:	Date:
114326			Net 30	4/25/2019

Qty	Description	Unit Price	Ext. Price
2	AVID Summer Institute Registration Fee - San Diego 2 - July 29- 31, 2019 District Directors-Fee waived Kelli Hay 641407 Cynthia Gonzalez 641426	\$0.00	\$0.00
3	AVID Summer Institute Registration Fee - San Diego 2 - July 29- 31, 2019 San Ysidro Middle School--- TBA 640759 TBA 641330 TBA 641590	\$825.00	\$2,475.00
2	AVID Summer Institute Registration Fee - San Diego 2 - July 29- 31, 2019 Vista Del Mar Middle School--- TBA 641347 TBA 641352	\$825.00	\$1,650.00

When you provide a check as payment, you authorize us to either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

REMIT PAYMENT TO: AVID Center
 Dept 270, P.O. Box 509015
 San Diego, CA 92150-9015

Subtotal	\$4,125.00
Discount	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	14E.15 \$4,125.00

AVID Center Quote



Quote #: Q-29964
 4350 Otay Mesa Rd
 San Ysidro, CA 92173
 Quote Prepared For:
 San Ysidro School District

AVID Representative: Shonnel Oson
 Phone: 4773
 Email: sosen@avid.org

District Products			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID District Leadership Year 2	\$4,000.00	\$4,000.00
District Products SUBTOTAL:			\$4,000.00

San Ysidro Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$560.00
San Ysidro Middle School SUBTOTAL:			\$4,559.00

Vista Del Mar Elementary Sch			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$560.00
Vista Del Mar Elementary Sch SUBTOTAL:			\$4,559.00

TOTAL:			\$13,118.00
<i>plus all applicable taxes</i>			

This Quote is applicable from July 01, 2019 to June 30, 2020. The AVID Center Standard Terms and Conditions, attached hereto (the "Terms and Conditions") are incorporated in and made a part of this Quote.

The terms of this Quote shall control in the event of a conflict with any of the provisions of the Terms and Conditions.

Additional Comments:

N/A

ADP: [unclear]

N/A

AVID Standard Terms and Conditions

This AVID College Readiness System Services and Products Agreement (“Agreement”) is entered into by and between AVID Center, a California non-profit corporation (“AVID Center”) and San Ysidro School District (“Client”).

Article I. Definitions

1.1. AVID College Readiness System Services and Products Agreement (“Agreement”): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2. AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K–8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3. AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client’s implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4. AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5. AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6. AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7. Service and Product Exhibits: The language in this Agreement that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8. Payment Terms: The terms of when payment is due as listed in this Agreement.

1.9. Quote: The order document that is fully incorporated into this Agreement.

Article II. Period of Agreement

2.1. Term: The term of this Agreement shall remain in effect indefinitely, unless earlier terminated as provided herein, but each Quote shall be in effect only during period stated in the Quote (“Term”). Upon expiration of a Quote, these AVID Center Standard Terms and Conditions shall remain in effect for the duration of the Term.

Article III. Licenses and Proprietary Rights

3.1. Copyright License: Subject to Client’s performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center’s prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and

students of the AVID Member Sites are allowed access to the website.

- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.
- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to

the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5. Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9. Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1. Quotes—Invoicing and Payment: AVID Center will invoice Client upon execution of this Agreement and payment is due net 30. Should Client issue Purchase Order(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement.

Article V. Status of Parties

5.1. Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1. AVID Center Authority: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to

bind AVID Center to perform all of its obligations under this Agreement.

6.2. Client Authority: Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1. Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1. Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action

(e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day

following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

8.9. Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article IX. Services and Products Exhibits

9.1 AVID District Leadership Training: ADL Training: AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two-year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall

	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

- (a) **Summer Institute:** The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.
- (b) **Materials:** After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, and supplemental materials needed for district support.
- (c) **AVID National Office & Divisional Support:** AVID Center will provide support from our national office and divisional/state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

9.2 **AVID Secondary Membership/Curriculum:** "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of AVID Standard Terms and Conditions.

- (a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the AVID Standard Terms and Conditions.
- (b) **AVID Center Support for Secondary:** AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:
 - Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
 - Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
 - Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;

- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the certification processes;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.
- (c) **AVID Reports:** AVID Center agrees to provide Client with access to reports on AVID data collected by Client.
- (d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.
- (e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.
- (f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.
- (g) **AVID Secondary Methodology:** Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.
- (h) **AVID Secondary Student Selection:** Client agrees to select students for AVID in accordance with the selection criteria

established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

- (i) **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.
 - (j) **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.
 - (k) **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.
 - (l) **AVID Curriculum Library:** The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.
 - (m) **Curriculum Library:** To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary, as listed on the Quote. AVID Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use an AVID Secondary library only at the AVID Member Sites for which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.
 - (n) **Curriculum Shipment(s):** If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and
- 2019 - 2020 San Ysidro School District Drafted: 04/19/2019

Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation
501(c)(3)

San Ysidro School District

Signature: _____
Print
Name: _____

Title: _____

Date: _____

Signature: _____
Print
Name: Marilyn Adrianzen

Title: Chief Business Official

Date: _____ / _____
Board Approved

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

San Ysidro School District
Business Services
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

INITIAL: MW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH GOLD STAR FOODS

BACKGROUND INFORMATION:

Gold Star Foods is one of the few distributors in the nation that exclusively services school food service operations. Since the implementation of the Healthy Hunger –Free Kids Act, Gold Star has become a solutions provider by implementing strategies to support schools such as stocking an inventory of compliant-only foods, creating an online data base with nutritional information with all items, and improving their technology platform to provide reports for school districts to improve transparency.

Gold Star Foods was awarded Bid No. 18/19-01 from the Downey Unified School District which includes a “piggyback” clause authorizing other school districts to benefit from this bid to purchase, use identical sourcing and distribution services and with the same terms and conditions pursuant to sections 20118 (K-12) of the Public Contract Code.

Gold Star Foods is committed to make the necessary deliveries of frozen, refrigerated, commodity and commercial food products to accommodate the needs of the District’s Nutrition Program. The term of the agreement is for school year 2019-20. This is the first of two renewal terms.

RECOMMENDATION:

Approve the agreement with Gold Star Foods to provide food commodities during 2019-20 school year to the District’s Nutrition Services Department through the existing “piggyback” agreement between Gold Star Foods and Downey Unified School District Bid No. 18/19-01.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Renewal New Amendment Ratify Other

Business Services Reviewed: MW

Financial Implications?

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

Requisition #

Yes No

Yes No

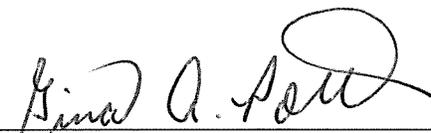
Based on purchases
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:



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



April 17, 2019

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

Re: Bid Number #18/19-01 – Purchase and Distribution of Dry, Refrigerated, and Frozen Food

Ms. Zarzosa,

Gold Star Foods, Inc. is awarded the contract for Distribution of Dry, Refrigerated, and Frozen Food from Downey Unified School District under Bid No #18/19-01. The original term of the contract is July 1, 2018 through June 30, 2019. The contract may be extended for an additional two [2] one year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to extend the “piggyback” option of this contract for the current school year and extend our pricing effective July 1, 2019 through June 30, 2020 in accordance with the following terms and conditions:

Downey USD Contract Documents: <https://app.box.com/s/kw8m3qzak407kzbqiqi8znuqv93g31nvg>

At your convenience, please confirm by signing below and return to our office via fax, email, or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year

Sincerely,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

Signature

Title

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Willow School
Manuel Bojorquez, Principal

INITIALS: *MB*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH DR. RICARDO MEDINA – GUEST SPEAKER FOR WILLOW SCHOOL

BACKGROUND INFORMATION:

Dr. Medina teaches a variety of education courses around themes of equity, diversity, critical theory, action research, multiple subject and secondary curriculum and methods, and educational transformation. His experience and community involvement include:

- Supports the community work of Izcalli and Circulo de Hombres, and currently facilitates *circulos* for adolescent and adult males.
- Serves as an educational consultant with National Compadres Network supporting schools and districts to meet the social emotional needs of students, as well as implementing culturally relevant pedagogy.
- Serves on the Human Relations Commission for the City of Chula Vista.

Dr. Medina will attend Willow School’s last principal-directed staff meeting scheduled for May 24, 2019.

RECOMMENDATION:

Approve the agreement with guest speaker Dr. Ricardo Medina to provide a presentation to staff at Willow School on May 24, 2019 at a cost of \$300.00 from Title I funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Business Services Reviewed: <i>MB</i> Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
\$300.00 (Amount)	Title I/ Willow (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 SERVICE AGREEMENT FOR GUEST SPEAKER

Between Dr. Ricardo Medina (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

Keynote speaker/presenter for staff educational workshop to be held at Willow School on May 24, 2019.

2. Scope of Services:

The Speaker shall perform the services described below for the compensation stated in Section 3:

Dr. Ricardo Medina will provide an educational service and professional development for Willow Elementary School staff. The workshop will focus on Transformational Learning Frameworks, Revisiting Purpose, Passion, Perspectives and Practices on community building, discussion, theory and research and capacity building.

3. Compensation:

DISTRICT will pay SPEAKER a not to exceed amount of \$300.00. The District is not responsible for any other expenses.

Payment will be made upon submittal of invoice to the Business Services Department for processing of payment.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Liability and School Safety Certification: Forms are provided separately and are made part of this agreement.

6. Termination:

This contract may be terminated at no cost to either party upon 7 days advance written notice prior to the date of service stated in Section 2, above.

7. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

DR. RICARDO MEDINA

GUEST SPEAKER

Signature: _____ Date: _____

Address: _____

Telephone: _____ E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476

Board approved: _____

SYSD CONTACT PERSONS:

Manuel Bojorquez
Principal, Willow School
(619) 428-4476 ext. 3799
manuel.bojorquez@sysdschools.org

Consuelo Carranza
Asst. Principal, Willow School
(619) 428-4476 ext. 3299
consuelo.carranza@sysdschools.org

**SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT**

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I, _____ (Print - Name of participant) the undersigned, agree to the following:

_____ 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____ 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____ 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: *(All sections must be completed.)*

Participant:

Signature

Date

Print Name

Phone

Organization: _____

Note: Please include Business Card if available.

Participant's Address:

Telephone: (_____) _____

Event Description/Purpose: _____

Date of Event: _____ Time: From _____ To: _____

Location of Event: _____

**IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.**

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

Signature

Date

Parent/Guardian Name

Phone

**Please return completed forms to the Business Services Office at least one week before the event
~ Thank you**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Willow School
Manuel Bojorquez, Principal

INITIAL: *MB*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH YMCA FOR KINSHIP RESPITE PROGRAM

BACKGROUND INFORMATION:

Each year the Governing Board approves the participation of the District's sixth grade students to attend a sixth grade camp. Some of our students have not had the opportunity to go camping; this would allow our sixth graders to enjoy the experience of participating in fun-filled educational activities that will teach them social skills away from their home environment.

The District appreciates the support of individuals and organizations that contribute to students' educational programs such as this. The YMCA Kinship Program has selected a student from Willow School to sponsor his/her participation to the 6th grade camp that will take place during the week of May 28th. They require that a Kinship Respite Provider Agreement Letter be signed in order to release the funds of \$270.00 and agree to complete a sign-in/out sheet daily verifying that the selected student attended the 6th grade camp.

RECOMMENDATION:

Approve the Kinship Respite Provider Agreement with YMCA for sponsorship of a student to participate in Willow School's 6th grade camp to be held during the week of May 28, 2019 at Camp Cuyamaca.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT

2.6 Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc) and to include extended year educational experiences and activities.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <i>MB</i>	
Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px;"> Sponsorship Amount \$270.00 <small>(Amount)</small> </div>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> 6th Grade Camp - Willow <small>(Name of funding source and/or location)</small> </div>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> -- <small>(Funding account number)</small> </div>

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



KINSHIP RESPITE PROVIDER AGREEMENT LETTER

Date: 4/26/2019
Provider: Willow Elementary School (San Ysidro School District)
Contact: Marla Gomez
Address: 226 Willow Rd, San Ysidro, CA 92173
Phone: 619) 428-2231
Fax: (619) 428-4932
Email: maria.gomez@sysdschools.org

The YMCA Kinship Respite Program agrees to provide payment for the summarized Respite Services:

Name of Child: Johanna Villarreal
Age of Child: 11 years
Name of Caregiver: Isabel Villarreal
Dates of Respite: May 28-31
Daily Attendance: Monday through Friday, overnight
Hours per week: Approximately 120
Rate: \$270
Total Payment: \$270

This payment will provide 120 hours of respite care for Isabel Villarreal via 6th Grade Camp for child Johanna Villarreal. This child must be signed in and out by the legal guardian or by teachers on the provided *YMCA AIS Respite Program Sign-In Sheets for Back-Up Documentation* for the agreed upon dates.

If sign-in sheet due June 7th, 2019

If you have any questions please contact YMCA Kinship Respite Coordinator Alice Gallegos, at 619-281-8313 ext. 10742 at agallegos@ymca.org

Thank you,
Alice Gallegos
YMCA Kinship Program

Marilyn Adrianzen, CBO
Printed Name of Provider

Signature of Provider

Date

Manuel Bojorquez
School Principal Name

School Principal's Signature

Date

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR USE OF SCHOOL FACILITIES AND GROUNDS

BACKGROUND INFORMATION:

The San Ysidro Middle School and Vista Del Mar Middle School would like to have their promotion ceremonies at the San Ysidro High School due to space limitations at their school sites. The Sweetwater Union High School District requires that a Facility Use Application and Permit be submitted for these events.

School	Date	Facility	Fees
San Ysidro Middle	06-12-19	Football Field	\$735.00
Vista Del Mar Middle	06-12-19	Football Field	

RECOMMENDATION:

Approve the agreement with Sweetwater Union High School District for use of facilities and grounds for the promotion ceremonies of San Ysidro Middle and Vista Del Mar Middle Schools at a cost of \$735.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: *MC*

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

General Fund – Educational Services

(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



SWEETWATER UNION HIGH SCHOOL DISTRICT
ADMINISTRATION CENTER
 1130 Fifth Avenue, Chula Vista, California 91911-2896
 (619) 691-5553

<input type="checkbox"/> DISTRICT/ SCHOOL EVENT
<input type="checkbox"/> AAU EVENT

**FACILITY USE APPLICATION AND PERMIT
 FOR USE OF SCHOOL FACILITIES AND GROUNDS**

ANY PERSON APPLYING FOR THE USE OF SCHOOL PROPERTY ON BEHALF OF ANY SOCIETY, GROUP, OR ORGANIZATION SHALL BE A MEMBER OF THE APPLICANT GROUP AND, UNLESS HE OR SHE IS AN OFFICER OF THE GROUP, MUST PRESENT WRITTEN AUTHORIZATION FROM THE APPLICANT GROUP TO MAKE THE APPLICATION. THIS STATEMENT OF INFORMATION MAY CONTINUE IN EFFECT FOR THE PERIOD OF ONE YEAR FROM THE DATE OF THE WRITTEN AUTHORIZATION. APPLICATIONS FOR USE OF SCHOOL FACILITIES BY EMPLOYEE ORGANIZATIONS ARE SUBJECT TO THE CONDITIONS AND TERMS STATED IN NEGOTIATED COLLECTIVE BARGAINING AGREEMENTS AND RIGHTS GRANTED ACCORDING TO GOVERNMENT CODE SECTION 3543.1(b) RIGHT OF EMPLOYEE ORGANIZATIONS TO USE INSTITUTIONAL FACILITIES.

I, _____, acting on
 my behalf, or acting as the duly qualified and authorized officer of _____ hereby
 apply for permission to use _____ for _____

NAME OF APPLICANT _____ WEBSITE ADDRESS _____
 NAME OF TEAM/ORGANIZATION _____
 SCHOOL BEING REQUESTED _____ TYPE OF EVENT _____
 Number of participants & spectators expected to attend _____ Admission being charged: Yes No Admission fee: (per person fee)
 Adult \$ _____ Student(child)\$ _____

TYPE OF FACILITY (CHECK ALL THAT APPLY)

- | | | | | |
|--|---|---|--------------------------------------|--|
| <input type="checkbox"/> AUDITORIUM | <input type="checkbox"/> # OF GRASS FIELDS _____ | <input type="checkbox"/> TENNIS COURTS | <input type="checkbox"/> AIR COND. | <input type="checkbox"/> BATTING CAGES |
| <input type="checkbox"/> ADAPTIVE/M.P.B. | <input type="checkbox"/> GYMNASIUM | <input type="checkbox"/> BASEBALL FIELD | <input type="checkbox"/> RESTROOMS | <input type="checkbox"/> ROLLER HOCKEY |
| <input type="checkbox"/> CAFETERIA | <input type="checkbox"/> FOOTBALL STADIUM (grass field) | <input type="checkbox"/> SOFTBALL FIELD | <input type="checkbox"/> PARKING LOT | <input type="checkbox"/> TRACK ONLY |
| <input type="checkbox"/> CLASSROOM | <input type="checkbox"/> FOOTBALL STADIUM (TURF field) | <input type="checkbox"/> CONCESSIONS | <input type="checkbox"/> PAVILION | |

DATE(S) NEEDED

FROM (MM/DD/YR): _____ TO (MM/DD/YR): _____ DAY(S) NEEDED: S M T W TH F S
 BEGINNING SET-UP TIME NEEDED: _____ (am/pm) EVENT END TIME: _____ (am/pm)
 EVENT START TIME: _____ (am/pm) END CLEAN UP TIME: _____ (am/pm)

ENERGY NEEDS

AIR CONDITIONING/HEATING NEEDED YES NO DAY(S) NEEDED: S M T W TH F S
 ROOMS/AREAS BEING USED: _____ HOURS A/C-HEATING NEEDED: _____

FEES ALL FEES FOR USE OF SCHOOL FACILITIES AND GROUNDS ARE DUE UPON SUBMISSION OF THIS APPLICATION.

FACILITY USE FEE: \$ _____ CUSTODIAL/CAFET. SERVICE & ANCILLARY FEES: \$ _____
 (Cashiers' Check/M.O. payable to SUHSD, on Mo. Prin. Report) (Cashiers' Check/M.O. payable to School's ASB)

DATE PAID: _____ CHECK # _____ DATE PAID: _____ CHECK # _____

*****ATTACH COPY OF FACILITY USE FEE CALCULATOR PAGE*****

I, THE UNDERSIGNED APPLICANT, HEREBY ACKNOWLEDGE RECEIPT OF THIS APPLICATION AND INCORPORATED CONDITIONS AND RULES GOVERNING THE USE OF SCHOOL FACILITIES AND GROUNDS, AND AGREE TO COMPLY WITH ALL PROVISIONS AS SET FORTH IN THE APPLICATION AND INCORPORATED CONDITIONS AND RULES GOVERNING THE USE OF SCHOOL FACILITIES AND GROUNDS. APPLICANT FURTHER ACKNOWLEDGES THAT ANY VIOLATION OF SAID APPLICATION AND CONDITIONS AND RULES SHALL CONSTITUTE SUFFICIENT CAUSE FOR THE DISTRICT TO TAKE WHATEVER ACTION THE DISTRICT CONSIDERS APPROPRIATE AGAINST THE APPLICANT. SUCH ACTION MAY INCLUDE, BUT IS NOT LIMITED TO, IMMEDIATE CANCELLATION OF THE APPLICATION AND DISAPPROVAL OF FUTURE APPLICATIONS TO USE SCHOOL FACILITIES AND GROUNDS.

**DO NOT CONSIDER THIS APPLICATION CONFIRMED OR APPROVED,
 UNTIL YOU RECEIVE A SIGNED, APPROVED COPY FROM THE DIRECTOR OF PLANNING**

X _____
 SIGNATURE OF APPLICANT OFFICIAL TITLE DATE

MAIL ADDRESS E-MAIL ADDRESS (Approved Permit w/b emailed) PHONE NUMBER

Distribution: E-mailed to Planning Dept. E-mailed to Applicant Emailed to School

STATEMENT OF INFORMATION

THE UNDERSIGNED STATES THAT, TO THE BEST OF HIS/HER KNOWLEDGE, THE SCHOOL PROPERTY FOR USE OF WHICH APPLICATION IS HEREBY MADE WILL NOT BE USED FOR THE COMMISSION OF ANY ACT INTENDED TO FURTHER ANY PROGRAM OR MOVEMENT, THE PURPOSE OF WHICH IS TO ACCOMPLISH THE OVERTHROW OF THE GOVERNMENT OF THE UNITED STATES BY FORCE, VIOLENCE, OR OTHER UNLAWFUL MEANS.

APPLICANT X SIGNATURE OF APPLICANT DATE

HOLD HARMLESS STATEMENT

I/WE AGREE TO WAIVE ALL CLAIMS AGAINST THE SWEETWATER UNION HIGH SCHOOL DISTRICT, ITS REPRESENTATIVES, OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITIES, CLAIMS, OBLIGATIONS, JUDGEMENTS, SUITS, COSTS, DAMAGES, EXPENSES, ATTORNEYS' FEES, INCURRED OR PAID, ARISING OUT OF, OR IN CONNECTION WITH, EXCEPT WHERE PERSONAL INJURY, BODILY INJURY, DEATH, AND/OR ANY OTHER PROPERTY DAMAGES OF WHATSOEVER NATURE OR KIND, RESULT FROM THE DISTRICT'S NEGLIGENT OR INTENTIONAL ACTS

APPLICANT X, WHO HEREBY CERTIFIES THAT HE/SHE IS THE DULY QUALIFIED AND AUTHORIZED OFFICER OF NAME OF TEAM/ORGANIZATION/GROUP DATE

SCHOOL SITE USE ONLY: ASB DEAN/ASST. PRINCIPAL

INSURANCE

Insurance Verified & Attached: Expiration Date Insurance Company Policy #

CHARGES REQUESTS FOR WAIVER MUST BE AUTHORIZED BY SUPERINTENDENT/CFE/ASST. SUPERINTENDENT. FOR WAIVER CONSIDERATION ONLY YOUTH RELATED ACTIVITIES ARE ELIGIBLE.

Table with 4 columns: DIRECT COST, FAIR RENTAL VALUE, CAFETERIA EMPLOYEE, THEATER TECHNICIAN. Includes rows for CUSTODIAN NEEDED (YES/NO), EMAIL SENT TO ENERGY MANAGEMENT, and EXTRA SETUP/BREAKDOWN NEEDS.

Is the activity sponsored by the ASB? Yes No Initials of ASB Dean/Advisor

MASTER CALENDAR ENTRY: DATE/INITIALS: CUSTODIAN SCHEDULED (NAME)

USE OF ABOVE FACILITIES FOR DESCRIBED ACTIVITY APPROVED BY:

X SIGNATURE & NAME OF SCHOOL OFFICIAL TITLE

Insurance attached
Fee Calc. attached
Team Roster attached
Waiver Request

DISTRICT USE ONLY Special Instructions to Responsible Individual:

APPROVED date:
DENIED Reason:

FINAL APPROVAL X

DIRECTOR OF PLANNING

YOU MUST HAVE THE PERMIT WITH YOU AT ALL TIMES, WHEN ON DISTRICT PROPERTY

TERMS AND CONDITIONS FOR USE OF SCHOOL FACILITIES AND GROUNDS

The following are the Terms and Conditions that apply for use of any school facilities and/or grounds by individuals, groups, clubs and organizations herein referred to as the "applicant," and the Sweetwater Union High School District herein referred to as the "district". Forms and additional information may be downloaded at the district website, www.sweetwaterschools.org under "Departments," heading, "A-Z Directory," and scroll to "Facilities Use."

The school board may require the furnishing of additional information as it deems necessary to make the determination that the use of school property for which application is made would not violate (Ed Code 38135).

The governing board of any school district may, in its discretion, consider any statement of information or written authorization made pursuant to the requirements of this section as being continuing in effect for the purposes of this section for the period of one year from the date of the statement of information or written authorization. (Ed Code 38136)

This application is made under the penalty of perjury, and any person so signing the statements who willfully states therein as true any material matter which he or she knows to be false, is subject to the penalties prescribed for perjury in the Penal Code. (Ed Code 38137)

A. GENERAL FACILITY INFORMATION

1. Applicant/organization is responsible for the safety and conduct of its participants and spectators.
2. A district employee shall be present whenever a facility is being used, and is in charge of the facility. If a district employee is not available to supervise the use of a building/facility, or open/close gates on a weekend, holiday, or other day when school is closed, the district reserves the right to deny use of that facility. Only district employees may have keys to lock/unlock facilities/gates to district property.
3. All dates, times, hours and specific rooms/fields being requested must be listed on the application. It shall be the responsibility of the applicant to see that the unauthorized portions of the building are not used and that the premises are vacated as scheduled. All meetings shall close at least 30 minutes before the time approved on the permit.
4. Applicant/organization accepts the rented facility or building in "as is" condition and it is the responsibility of the applicant/organization to inspect the rented playfield or facility building for damage or dangerous conditions and notify the district of any damage or dangerous conditions found on the premises.
5. Applicants shall leave the school facilities in the same order and condition in which they found them. All tables/chairs must be returned to their original position. Decorations shall be erected and taken down in a manner not destructive to district property.
6. SUHSD will not be responsible for losses of personal property by individuals or groups when buildings are being used for a permit activity.
7. Individuals using district facilities may bring guide, signal or service dogs as need, however, the district assumes no liability for the safety of the animals voluntarily brought to district facilities. (AR 1330)
8. The director of nutrition services must be contacted at 619-691-5510, to request the use of district's kitchens prior to scheduling online. A SUHSD Nutrition Service employee must be present for kitchen use (see Fee Calculator), and supervises the applicants with the utilization of the kitchen equipment. The district employee will not assist in the preparation or cleanup associated with the event. In California State all persons working in food handling area must have a Food Handler Permit. Please see "Food Vendors and Catering" for additional information.
9. Applicants requesting the use of school premises which include a stage shall not be permitted to move or change any furniture or equipment, this includes lights, curtains, ceiling pieces, or cycloramas except under the direction and supervision of the district employee in charge.
10. If the facility use is for artificial turf field use, review AR 1330.1 for additional restrictions.
11. If the activities requires using a natural grass field, and there has been rain within 24 hours of the scheduled activity, the event may be cancelled to protect district fields. Using the fields when they have been closed by the district will jeopardize future use.
12. The district shall have the right to require the applicant to provide adequate supervision and/or security police, when such supervision is deemed necessary, to ensure the protection of district property.
13. Applicants entering school sites while students are on campus must register with the school at the site's designated location. (AR 1250(a)), (Resolution No. 4551).

B. APPLICATION PROCESS *All applications are for district facility use within the current fiscal year (July 1 through June 30) only. Permits expire on June 30th of each year and a new request must be submitted for the subsequent fiscal year.*

1. All school related activities shall be given priority in the use of facilities and grounds under the Civic Center Act. Thereafter, the use shall be on a first-come, first-served basis of complete request.
2. The district must receive all applications a minimum of two weeks in advance of the first date of the event, NO EXCEPTIONS.

3. Applicants and organizations must first apply through SchoolDude.com and become a community user before a facility use application can be submitted. The contact person and the person of record submitting the online schedule for use of SUHSD facilities/properties must be 18 years or older and will be considered the representative(s) of the organization and will be responsible for recoverable fees/costs associated with use of SUHSD facilities, buildings or property. Acceptance of rules constitutes a legally binding document. An adult must be present at all times.
4. Schools using SchoolDude must upload the Certificate of Insurance to the SchoolDude website. Schools using the actual Facility Use Application in pdf format shall submit paper copy or email to the ASB Dean (see C. Insurance Required for details).
5. After applicants receive the confirmation to become a community user from the Planning Department, the applicant can check on SchoolDude.com for calendar availability of desired dates.
6. Enter dates, times and all rooms/fields/spaces for all event(s) being requested. (Events will be posted on the calendar after final approval.) The application is reviewed by the school site, to determine if the facilities requested are available. After the school site has provided an initial approval, the request will be routed to the district for the final approval. The district will issue an invoice and payment shall be made at the school site with a Cashiers Check or Money Order. Personal checks are not accepted.
7. Once payment and insurance are accepted, the Planning Dept. will verify completed request for final approval and will then be activated on the calendar. You must have final approval from the district prior to the scheduled event.
8. A complete request consists of three things:
 - i. Proof of insurance and endorsement approved by the Planning Dept.
 - ii. An approved online request through the SchoolDude website (fully routed and approved by the Planning Dept.) or approved Permit emailed from the Planning Dept..
 - iii. Payment for the use of facilities.
 - iv. Other documents may be requested as needed.
9. An activation email and invoice/Facility Use Permit will be sent upon completion of the facility schedule request. One of these documents must be carried by the applicant at all times while on district properties and presented on demand. Failure to present upon demand may result in revocation of privileges.
10. Once an event is scheduled, and the applicant has signed the application, the terms cannot be modified without written consent of the district. Any scheduled event that is not held by the requesting group for any reason, forfeits any monies paid, if the district is not notified a minimum of 72 hours before the event.
11. Any application issued is subject to the condition that the district expressly reserves the right to unilaterally change or revoke the application in part or entirely, without notice, should the school facilities and grounds for which an application has been issued be needed for any school purpose whatsoever or good cause.

C. INSURANCE REQUIRED

1. All applicants must register in SchoolDude and become a Community User prior to submitting the insurance requirements.
2. Prior to the approval of the Facility Use Application and Permit for Use of School Facilities and Grounds, the applicant shall submit to the site principal or his/her designee, a certificate of insurance along with the insurance company's policy endorsement of comprehensive general liability (broad form) insurance, occurrence basis (combined single limit, personal injury, bodily injury and property damage). Both documents shall name the Sweetwater Union High School District as an additional insured and signed by an authorized officer of the insurance company. Further, the carrier's policy coverage shall contain the following provisions: primary coverage before the district's policy; any aggregate limits shall apply separately to each insured; carrier agrees not to call on the district for any contribution in the settlement of a claim; and shall not require any contribution whatsoever by the district. The insurance company must have an A.M. Best rating of A- or better. Coverage shall not be cancelled or reduced without thirty (30) day's written notice to the district.
3. The minimum amount required for the Certificate of Insurance is \$1,000,000., \$2,000,000. aggregate. The policy endorsement is stipulated in AR 1330. The district address is: Sweetwater Union High School District, Attn: Planning Dept/Facility Use, 1130 Fifth Ave, Chula Vista, CA 91911. See sample form on SchoolDude, or on district website. Schools using SchoolDude will upload the certificate to SchoolDude website. Schools using the actual Facility Use Application in pdf format shall submit paper copy or email to the ASB Dean.

D. FEE'S

1. Fees will be based on the current Fee Calculator, dated 7/23/18.
2. All fees must be paid in full a minimum of two weeks prior to first date of the event.
3. The only acceptable forms of payment are Cashiers Checks or Money Orders. Personal Checks are not accepted.
4. Requests for future use will not be approved pending payment of past due invoices.
5. A deposit may be required at the discretion of the district.
6. The board shall charge at least Direct Costs to all groups granted facility use under the Civic Center Act. "Direct Costs" are defined as the cost of supplies, equipment, utilities, custodial and nutrition services salaries, and other personnel salaries provided by district employees necessitated by the organization's use of school facilities and grounds.

Example: youth sports leagues charging less than \$60. per month; 501c3 groups providing programs for exclusive benefit of district students. "Fair Rental Value" is defined as the direct costs, plus amortized costs of the school facilities/grounds to include costs of repair, maintenance, restoration, refurbishment, utilities and administration. Examples: non-profit and for profit groups not

7. Applicant will be invoiced for time spent cleaning up after an event, in any facility, to include parking lots, at the rate specified on the Fee Calculator, if a custodian must take time from their regularly scheduled duties. Per SUHSD Union Bylaws, a minimum of three hours must be paid for any district staff, regardless of the amount of time they are needed.
8. SUHSD reserves the right to recover the cost of lost, broken or damaged items that occur during the use of the facility. The signature organization will be responsible for cost replacement.
9. Notice of cancelations must be given in writing to district 72 hours before the date of intended use.
10. Refunds/credits are not issued for rain-outs or other inclement weather conditions. Make-up dates will be offered at the discretion of the district, space permitting, provided the make-up date is rescheduled within 48 hours of the rained-out event. Refunds are at the discretion of district. Please note that a 20 percent processing fee will apply to all refunds.
11. Donations are not considered "in lieu" of any facility use fee's.
12. The Board of Trustees believes that the use of school facilities or grounds by outside groups, should result in zero cost to the district.

E. NATURAL TURF FIELDS

1. Any use of grass fields over 2 hours requires restrooms and custodial services. Porta pottys' are not allowed.
2. Fields shall be left in clean condition by users. Additional cleaning time will be invoiced to the group.
3. Alterations or marking of fields is prohibited without written permission from ASB Dean/Assistant Principal.

F. ARTIFICIAL TURF FIELDS AND TRACKS

1. A refundable deposit in the amount of \$500.00 is required for all external groups using artificial turf fields.
2. It is recommended to have water on hand, as temperatures on artificial turf can be as much as +30% of the ambient temperature.
3. The following objects are not allowed on artificial turf fields and may be subject for dismissal of the event and any further use:

Carnivals	Sharp Objects – No Cleats
Cigarettes/Tobacco	Glass
Colored Beverages	Tractor Pulls, Monster Trucks, Dirt Bikes, Bicycles
Debris	Vehicles (except as noted)
Fireworks or open flames	Heavy vehicles: flat bed trucks, tractor trailers, forklifts
Gum/Sunflower Seeds/Nuts/Popcorn	Ladders
Spikes, anchors, supporting columns	No Food

4. Non district personnel are prohibited from using any vehicles on artificial turf surfaces, with exception of emergency vehicles. See AR 1330.1 for more information.

G. GOAL POST USAGE

1. An adult must be in attendance at all times to supervise the activity.
2. When in use, goal posts must be secured and anchored appropriately, using three or more 50 lb. sandbags.
3. When not in use, goal posts must be disassembled after each use and stored in a locked facility, or locked to a permanent fence.
4. Participants shall not hang, swing, perform "chin-ups," or any other act from the goal posts.
5. Goal posts are to be used for games and practices only.
6. Signage must be attached to the Goal Posts: "No Hanging or Swinging on Goal Posts."

H. PORTABLE LIGHT TOWERS

1. No student/child should operate light towers, due to possibility of high voltage injuries.
2. Portable light towers should be locked and stored off of the fields when not in use.
3. Portable light towers should not be used if there is any noticeable damage; including but not limited to missing lock pins, frayed wires, kinked cables, broken light housings, and damage to support structures.
4. Rented light towers are required to be maintained properly by qualified persons.
5. Tire condition and pressure should be checked on regular intervals. Any tires with cuts, cracks or worn tread should be repaired/replaced before moving, and using the light tower.
6. Portable light towers should be operated exactly as detailed in manufacturer's instructions. Before and while erecting the mast, operator should identify if there are any deficits in the structure. Operation of light tower should cease if there

Pg. 5 of 7

is any observable damage. The engine should run before applying a load and the lights should be turned on individually. Cables should have slight tension when lowering the mast to prevent them from fraying.

7. Oil and debris collected in the engine should be cleaned after each use and the fuel tank should be kept full to reduce condensation. Fuel should never be left in tank longer than one year.
8. When transporting or storing portable tower lights, the lamp sockets should be in a downward position and the mast should be in its lowered position with safety pins in place to reduce any bouncing or banging. The outriggers should be fully extended and supported on flat, level ground at all times before and during use.
9. Operation and Training Manuals should be kept easily accessible.

I. RESTRICTIONS--*Any individual requesting the use of a school premises shall be denied for any of the following:*

1. Activities that are immoral, offensive, or harmful to students, staff, facilities and/or grounds.
2. Activities that are not consistent with school facility and ground use or interfere with the regular conduct of school purposes or school work.
3. Commercial advertising, unless approved by both the site administrator, and superintendent/assistant superintendent.
4. Alcohol, drugs, and weapons (guns, knives, and other dangerous weapons) are not allowed on district properties at any time. Boisterous conduct, profane or other improper language will not be tolerated. Smoking and the use of any tobacco/marijuana products are prohibited on all SUHSD property (see SUHSD Administrative Regulations: AR 5131.6(a), AR 5131.7(a), AR 5131.62(a).)
5. Activities which involve the possession, consumption and/or sale of alcoholic beverages or any restricted substance. This section does not prohibit the use of sacramental wine by a church or religious organizations as part of a religious ceremony.
6. Fund-raising activities except as permitted by board policy or a special action from the board (BP 1321).
7. Professional carnivals or use of rebounding devices ("Jump-Houses" or "Fun-Houses").
8. Activities that do not comply with the laws and statutes of the State of California, Education Code Sections 10900-10914.5, U.S. Code Section 7905, Business and Professions Code Section 25608, Civic Center Act 38130-38138, city and county fire regulations/ordinances, negotiated collective bargaining agreements, this board policy with related regulations, and all other policies of the district.
9. The use of any material or device which constitutes a hazard is expressly prohibited.
10. CAR WASHES on school grounds must strictly adhere to requirements of the Clean Water Act, enacted by the State Water Resources Control Board on April 30, 2003, and adopted by SUHSD's Board of Trustees by Resolution No. 3526 on July 23, 2006, by not allowing contaminated water to run-off into sewer systems. Please obtain necessary "berms" from the local home improvement store, prior to holding a car wash.

J. THEATERS, MULTI PURPOSE BUILDINGS (MPB)

Theaters are small to medium sized venues; located at Bonita Vista High, Chula Vista High, Rancho Del Rey Middle, and Sweetwater High Schools.

Multi Purpose Buildings with stage only are located at Chula Vista Middle, Eastlake Middle Olympian High, Otay Ranch High Schools.

1. To request use of these facilities: for Community Users/schools who are using SchoolDude, use the SchoolDude website to enter the request.
2. For schools using the actual Facility Use Application in pdf format, submit paper copy or email the form to the ASB Dean at the requested school.
3. For insurance requirements, see C. Insurance Required.

K. PERFORMING ARTS CENTERS (PAC)

Performing Arts Centers are the largest venues, often used for theater productions, pageants, dance recitals; located at Chula Vista High (Capacity 657), Eastlake High (Capacity 436), and San Ysidro High Schools (Capacity 400).

1. To request use of these facilities, contact the Theater Manager or ASB Dean for the "Performing Arts Center Facility Use Agreement" and to schedule a meeting to discuss the event.
2. Box Office/Ticketing: all ticket sales will be conducted by applicant and deemed as general admission unless Theater Manager gives written permission for reserved seating.
3. For insurance requirements, see C. Insurance Required.

L. GENERAL INFO: ALL DISTRICT PROPERTIES, THEATERS, MPB'S, PAC'S

1. No drugs, alcohol, tobacco of any kind are allowed anywhere within district facilities or grounds.
2. No food or drinks (other than water) is allowed inside the facilities.
3. Behavior, language, clothing, nudity, personal conduct or other materials which may be offensive to the general public is strictly prohibited and may be grounds for denial of future events.
4. No modifications are allowed to the stage or any part of facility, to include by not limited to: nails, screws, hoods, tape or decorations into any part of the facility without prior consent of Theater Manager. If applicant or any person,

- group working, or volunteering damages or destroys the stage, any portion thereof, any facility on the school campus, or any equipment or property belonging to district, applicant will immediately pay the full cost of repair, restoration or replacement of damaged facility to the satisfaction of the district.
5. Following the event, all areas must be returned to the original condition, as given to the applicant. Additional fee's may be assessed if additional cleaning must be done.
 6. No entry prior to contracted time.
 7. No unauthorized persons allowed in the technical booth without consent of Theatre Manager/ASB Dean.
 8. No pyro-technics are allowed, including fire or candles.
 9. Applicants must provide their own tools, equipment and materials, including gels, tapes, tie-line, wire rope, etc.
 10. All persons within the Theaters and PAC's must have an assigned seat. Standing in aisles or doorways is not permitted. Rows and aisles must remain clear at all times, to include photography or videography tripods, sound or lighting equipment, strollers, wheelchairs, etc.
 11. Doors, fire escapes, and emergency exits must remain clear at all times.
 12. District staff has the right to prohibit any activity or behavior which is deemed unsafe or inappropriate.

M. LIABILITY, RIGHTS & RESPONSIBILITIES

Applicant agrees to the following:

1. Acquire exclusive copyright and authority for staging of the event during the term of the agreement.
2. Ensure the event does not and will not infringe upon the rights of any person or entity, including copyrights, rights of privacy, libel, slander or disparagement.
3. Acquire all music rights and licenses from publishers or copyright owners necessary to use and perform all music included in the event during the term of the agreement.
4. Timely and fully pay all service fees and costs associated with presentation of the event and all royalties payable to writers, directors and choreographers.

N. TV/FILMING/PHOTO SHOOTS

1. TV/movie filming on campuses must be approved by the superintendent/assistant superintendent, and an additional Location Contract and proof of insurance is required. Please contact the planning department for additional information.
2. Use of any students in filming or photo shoots must be pre-approved and authorized by the parent/guardian.
3. Additional fees may be charged for "Star Trailers" placed during filming.

O. DAMAGES: *The following shall apply when damage occurring to school property is not covered under the provision of the Certificate of Insurance and the policy endorsement:*

1. Applicant, individually and/or jointly with the organization, group and/or club, agrees to be responsible for all liabilities and claims arising out of the groups own negligence and that the applicant's liability for injuries and property damage, shall be the primary before any coverage of the district.
2. Applicant shall be invoiced for an amount necessary to repay the damages.
3. Applicant's failure to pay said damages shall constitute sufficient cause for the district to take whatever action appropriate against the applicant. Such action may include, but is not limited to, immediate cancellation of the application and disapproval of future applications to use school facilities and grounds.

P. FORCE MAJEURE

In the event that any district property is destroyed or damaged by fire, the elements, mob, riot or if the premises, for any reason whatsoever, is rendered unfit for occupancy, either prior to the beginning, or prior to the expiration of the term of the agreement, or if the district is unable to give the applicant possession because of a national or local emergency, calamity, epidemic or strike, the agreement shall be suspended and the district shall return to applicant any advance payment, excluding out of pocket expenses incurred by the district, and all of the district's duties and obligations hereunder to applicant will cease, and the district will not be liable to applicant for any damages, losses, penalties, costs or compensation arising out of such force majeure event.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

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

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ZONAR SYSTEMS

BACKGROUND INFORMATION:

Zonar provides access to its fleet telematics suite of solutions called Zonar Ground Traffic Control including its Electronic Vehicle Inspection Report System. Services include activation, 24/7 access to Fleet Management Web Application, email & phone support, software upgrades, daily account monitoring, monthly executive summary reporting, and annual site visit. Zonar is compatible with Transfinder which is the routing system that the District is also purchasing, this will include GPS service to track students picked up/dropped off.

Amendment No. 1 includes contract language that is in the best interest of the District and in keeping with the safety of students and staff. In addition, the District has been using Zonar Systems on vehicles since 2008 and has recently purchased several vehicles that need the system installed. The cost implication to add vehicles is \$14,561.86 for the first year (*Quote No. Q171198-1*). This agreement continues on a year to year basis upon payment of annual fees.

RECOMMENDATION:

Approve the agreement and amendment with Zonar Systems to include contract language in the best interest of the District. Approve the purchase of the GPS tracking system for new vehicles at a cost of \$14,561.86 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MA

Financial Implications?

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

Requisition #

Yes No

Yes No

\$14,561.86

General Fund

(Funding account number)

(Amount)

(Name of funding source and/or location)

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



SUBSCRIPTION AGREEMENT

P.O. # _____

Quotation # 8011549

LICENSOR: Zonar Systems, Inc. (Zonar)
A Washington Corporation
18200 Cascade Ave. S., Suite 200
Seattle, WA 98188
Telephone: 206.878.2459
Fax: 206.878.3082
Website: www.zonarsystems.com

SUBSCRIBER:
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Telephone: 619.212.1937
Fax:
Email: cvega@systd.k12.ca.us
Location: San Ysidro, CA
Data Retention Cycle (Data Archive Service Period):
[] 90 Days [X] Annual

SUBSCRIPTION: Zonar grants Subscriber a limited right to access and use its fleet telematics suite of solutions called Zonar Ground Traffic Control™ including its Electronic Vehicle Inspection Report System ("EVIR®") during the Term and at the Location(s) set forth above exclusively for Zonar's current service offerings and as provided in the Terms of Use. All rights not expressly granted to Subscriber are reserved to Zonar.

SERVICES: Zonar will provide Subscriber with the Services including activation, 24/7 access to EVIRSOFT™ (Fleet Management Web Application), email & phone support, software upgrades, daily account monitoring, monthly executive summary reporting and annual site visit, provided Subscriber is not in breach of any obligation under this Agreement.

TERM: This Agreement shall remain for one (1) year and shall automatically renew for additional one year terms unless a cancellation notice is received by Zonar at least 30 days before the anniversary date of the Agreement. Zonar may terminate at any time with 90 days notice.

QUOTATION: The attached Quotation sets forth the Hardware and Services to be delivered to Subscriber under this Agreement, the prices, and delivery terms and any additional terms applicable thereto. The Quotation shall be good for 30 days and upon execution of this Agreement by Subscriber shall constitute a binding purchase order.

FEES: All fees and charges (including the Subscription Fee) are subject to change on the annual anniversary date of this Agreement upon at least thirty (30) days written notice. All fees and charges are "net" and are not subject to set off or reduction. The initial Subscription Fee is due upon execution of this Agreement and all other fees and charges are due as provided in the attached Quotation. Thereafter, the annual Subscription Fee shall be due and payable in advance on annual anniversary date of this Agreement. An administrative late charge of 1.5% per month will be charged on all past due amounts.

REMEDIES: Breach by Zonar. Subscriber agrees that its sole remedy as a subscriber or renter for defective equipment or as a renter for equipment worn due to normal use is the repair and replacement of the equipment free of charge by Zonar. Zonar shall not be liable to Subscriber or any third party for any general, special, punitive, incidental, indirect or consequential damages, or any lost profits or business, arising out of this agreement.

Breach by Subscriber. If Subscriber fails to make any payment due or otherwise violates any term or condition of this Agreement, Subscriber may be declared in default upon notice and failure to cure for 15 days. Upon declaration of default, all amounts due under this Agreement during the entire term hereof shall become immediately due and payable including, without limitation, the cost to repair or replace damaged equipment, interest and costs and expenses of collection. Zonar shall also have the right to terminate this Agreement and recover all rental equipment and software as well as any other remedy permitted by law.

Subscriber shall defend, indemnify and hold Zonar harmless from and against any claim, cause of action, demand, cost, expense (including attorneys' fees), loss suit, proceeding, damage and liability of any kind arising out of or relating to Subscriber's use or inability to use the System or unauthorized use of the System, including, without limitation, any by the owner of the premises and/or property on which the System is installed; any by the owner, operator, or insurer of any vehicle or equipment for which the System is used; and any by any person claiming injuries arising from the use of any vehicle or equipment for which the System is used.

INTELLECTUAL PROPERTY: Subscriber acknowledges and agrees that Subscriber's rights with respect to Hardware, whether rented or purchased, are limited to the right to use the same with the System as provided in the Subscriber Materials. The hardware and software contain trade secrets, know how and other intellectual property belonging to Zonar. Under no circumstances shall Subscriber sell or transfer any purchased Hardware, reconstruct or repair such Hardware, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other intellectual property embodied therein.

SECURITY AGREEMENT: If Subscriber rents the Hardware, Subscriber hereby grants to Zonar a security interest in the Hardware, all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. Subscriber authorizes Zonar to file a copy of this Agreement as a financing statement and appoint Zonar or its designee as attorney-in-fact for Subscriber and to execute and file a financing statement covering the Hardware. Subscriber agrees that, upon Zonar's request, Subscriber will sign and deliver such documents for filing purposes.

LIMITED WARRANTY: Zonar warrants that the Hardware provided under this Agreement is free from material defects in workmanship for a period of one year for hardware purchased by Subscriber. THIS LIMITED WARRANTY IS MADE TO SUBSCRIBER ONLY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Zonar EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WHICH MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

DISCLAIMER: Subscriber is solely responsible for controlling access to the System, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the System.

ENTIRE AGREEMENT: This Agreement (including Terms of Use, EULA, ID Agreements and Quote) constitutes the entire agreement between Zonar and Subscriber with respect to the subject matter hereof, and supersedes all previous written agreements between Zonar and Subscriber with respect to such subject matter.

GOVERNING LAW: The parties agree that this Agreement shall be interpreted under the laws of the State of Washington, and that jurisdiction and venue shall be only in King County, Washington.

READ AND AGREE

Subscriber: SAN YSIDRO SCHOOL DISTRICT

Print Name: CESAR VEGA

Date: 5/16/08

Zonar Systems and San Ysidro School District

Subscription Agreement

ADDENDUM NO. 1

Both Zonar Systems (Zonar) and the San Ysidro Elementary School District (District) agree to amend the Subscription Agreement as follows:

- **INDEMNIFICATION:**

To the fullest extent permitted by law, Zonar shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Zonar, its officials, officers, employees, subcontractors, or agents in connection with the performance of Zonar's Services, the Project or this Agreement, including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses.

- **GOVERNING LAW:**

The parties agree that the Governing Law is changed to reflect that the Subscription Agreement shall be interpreted under the laws of the State of California, and that jurisdiction and venue shall be only in San Diego, California.

Each of the parties signing this Addendum to the Zonar System's Subscription Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

ZONAR SYSTEMS

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved



**Sales Quote Only.
This is Not an
Invoice.**

QUOTATION

Quote Number:
Q171198 - 1

Quote Date:
04/19/19

Page:
1

18200 Cascade Ave S
Seattle, WA 98188
www.zonarsystems.com
Voice: 206.878.2459
Fax: 206.878.3082

Quoted To:
San Ysidro School District Attn: Paulo Aevedo 4350 Otay Mesa Rd San Ysidro, CA 92173-1617 USA

Quoted Ship To:
San Ysidro School District Attn: Paulo Aevedo 4350 Otay Mesa Rd San Ysidro, CA 92173-1617 USA

Customer ID	Good Thru	Payment Terms	SalesPerson
SAN0498	05/19/19	Net 30 Days	Eric A Trench

Order Qty	Item	Description	Unit Price	Total
21	V4001-H	V4 GPS Kit	240.00	5,040.00
4	EVIR001-H	EVIR CSA Inspection Kit	175.00	700.00
15	ZPASS001-H	ZPASS Kit	100.00	1,500.00
17	81153	GPS Light Duty Cable Kit		
4	81523	GPS Diagnostic 9 Pin 500K		
17	PAX001	Annual Home Base Service	252.00	4,284.00
4	PAX002	Annual Drive Service	300.00	1,200.00
4	EVIR001-S	Annual EVIR CSA Inspection Service	84.00	336.00
21	ACT001-S	GSM Activation	25.00	525.00
1	10096	Additional Purchase: V4	240.00	240.00
1	S&H	Shipping and Handling	145.86	145.86
Three Year Contract Required - Not applicable to SYSD Early Termination Fees Will Apply - Not applicable				

Subtotal:	13,970.86
Total Sales Tax:	591.00
Invoice Discount:	0.00
Total:	USD 14,561.86

No Hardware or Services identified in this quotation will be provided by Zonar until the parties have executed a Service Agreement, a copy of which will be provided upon request and before acceptance of a customer purchase order. The Service Agreement has been omitted from this Quote for simplicity's sake. The rates and quantities on this quote are based on initial discussions about your fleet, and may change slightly if a detailed asset list provided by your fleet indicates that additional Hardware or Services are required based on your unique asset list.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 9, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: LETTER OF ENGAGEMENT WITH GOVERNMENT FINANCIAL STRATEGIES

BACKGROUND INFORMATION:

The District would like to participate in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Note Participations, Series 2019. Government Financial Strategies serves as the Financial Advisor for districts participating in the TRANS Program through the 2015 proposal to the San Diego County Office of Education.

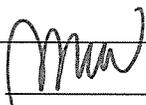
The cost implications are based on number of participants and amount of TRANS.

RECOMMENDATION:

Approve the Letter of Engagement 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 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 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, Ed.D., Superintendent
Secretary to the Board

LETTER OF ENGAGEMENT

MEMORANDUM

To: Marilyn Adrianzen
From: Rich Malone *REM*
Date: April 9, 2019
Re: Scope of Work to Serve as Financial Advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes, Series 2019

We have prepared this scope of work to serve as financial advisor to the District associated with its potential participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Note Participations, Series 2019. This scope is consistent with our 2015 proposal to the San Diego County Office of Education (SDCOE) whereby we were selected to serve as the financial advisor to participants in the TRANs program.

We anticipate our firm would be involved with the following tasks:

- Provide background information on tax and revenue anticipation notes (TRANs).
- Prepare a TRANs sizing model based on a cash flow projection format developed by SDCOE.
- Assist with the determination of whether the District owes rebate associated with its participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Series 2019.
- Review and provide feedback on the District's General Fund (and other unrestricted funds, if any) cash flow projections.
- Evaluate alternative methods of addressing projected cash flow shortfalls, including interfund borrowing, County Treasurer borrowing, and tax and revenue anticipation notes (TRANs).
- Based upon the District's requirements and preferences, recommend a cash flow financing plan for the District.

Should the District decide to issue TRANs as part of the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Series 2019, our services would include the following as appropriate:

- In coordination with San Diego County, develop and manage the financing schedule of events.
- In coordination with San Diego County, assist with identifying and selecting the financing team (e.g. bond counsel, disclosure counsel, underwriter, etc.).
- Recommend an appropriate size for the TRANs consistent with legal requirements.



- Structure the TRANs to meet the goals of the program participants as a whole as well as the District individually.
- Review the District authorizing resolution, purchase agreement, trust agreement, closing documents, and other legal documents.
- Assist in the completion of a disclosure due diligence questionnaire.
- Assist with obtaining a credit rating for TRANs.
- Review the preliminary and final official statements.
- In coordination with San Diego County, negotiate pricing terms with the underwriter.
- Manage the closing of the financing.
- Prepare a summary memorandum documenting the results of the sale.
- If requested, file the annual debt transparency report with the California Debt and Investment Advisory Commission for the TRANs by January 31, 2020.
- Coordinate with staff as needed.
- Coordinate with bond counsel, disclosure counsel, underwriter and other interested parties as needed.

As indicated in our 2015 proposal to SDCOE, our fee to the TRANs program participants is \$9,000 per participant plus a flat fee of \$27,000 to be allocated to participants based on the amount of their TRANs. Such fees are payable from TRANs proceeds when the TRANs closes.

In addition, should the District decide not to issue TRANs, any services provided to assist the District in advance of a decision to participate in the pool would be billed on an hourly basis at \$225 per hour (not-to-exceed 10 hours).

Please call me if you have any questions or comments.

REM/sed

Signed:

Marilyn Adrianzen
Chief Business Official
San Ysidro School District

Date: _____

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION

Conflicts of Interest

Government Financial Strategies is required to provide written disclosure to all financial advisory clients about the actual or potential conflicts of interest presented by our representation of San Ysidro School District.

List of Potential Conflicts of Interest

The fees to be paid by the Client to Government Financial Strategies may be partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Government Financial Strategies may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Government Financial Strategies may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Government Financial Strategies manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

Government Financial Strategies has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Client in accordance with its fiduciary duty to municipal entity clients such as the Client. To the extent any such material conflicts of interest arise after the date of this Agreement, Government Financial Strategies will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

Municipal Advisor Registration, Legal and Disciplinary Events

Government Financial Strategies is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (registration number 867-00775) and the Municipal Securities Rulemaking Board ("MSRB") (registration number K0127). As part of this registration Government Financial Strategies is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Government Financial Strategies. Pursuant to MSRB Rule G-42, Government Financial Strategies is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Government Financial Strategies or the integrity of its management or advisory personnel. Government Financial Strategies has determined that no such event exists.

Copies of Government Financial Strategies filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company



Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Government Financial Strategies or for our CIK number which is 0001617177.

Client Brochure

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Termination

Either party may terminate the agreement upon thirty (30) days advance written notice to the other party.