

# San Ysidro School District Governing Board

## **AGENDA**

Thursday  
June 6, 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.

Smythe School  
Auditorium  
1880 Smythe Avenue  
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, APRIL 11, 2019**  
**5:00 p.m.**

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, April 11, 2019 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **Vista Del Mar Middle School - 4885 Del Sol Blvd, San Diego, CA 92154**. Closed Session was conducted in accordance with applicable sections of California Law.

**MINUTES**

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

**2. ROLL CALL** by Daniel Zummo, Executive Director of Human Resources  
Mrs. Irene Lopez, Board President  
Mr. Humberto Gurmilan, Board Vice-President  
Mr. Antonio Martinez, Board Clerk  
Mr. Rudy Lopez, Member  
Mrs. Rosaleah Pallasigue, Member

**3. AGENDA**

The Board approved the agenda and pulled Consent Calendar Item 14C.13 from the agenda.

Motion: Martinez Second: I. Lopez Vote: Unanimous

**4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**

None at this time.

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

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:03 p.m. in accordance with section 54954.5 regarding:**

**5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)**

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

**5.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:  
No. of cases: 4

**5.3 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

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

**RECONVENED into OPEN SESSION at 6:25 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) Mary Beth Coburn, Legal Counsel, on behalf of the Board: The Board took two reportable actions pursuant to Agenda Item 5.2 Conference with Legal Counsel Anticipated Litigation – The Board voted 5-0 to reject the claim pursuant to California Government Code Section 910 filed on behalf of Erika Meza.
- 2) The Board voted 5-0 to direct legal counsel and the superintendent to negotiate and execute a settlement agreement with Balfour Beatty Construction that will result in the release of the remaining contract balance and the completion of the remaining work required to obtain final DSA approval and sign off on the La Mirada Elementary School and Smythe Elementary School projects.

**6. CALL TO ORDER** Who: President I. Lopez Time: 6:25 p.m.

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

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

**8. FLAG SALUTE** by Alyzette Sierra, Ocean View Hills Student

**9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS**

- 9.1** Pathways: Ocean View Hills School Martial Arts Students - Omar Calleros
- 9.2** Project Lead The Way: Cesar Mercado - Manuela Colom – *Did not attend*
- 9.3** San Ysidro Health Center - Francisco Mata

**10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**

**PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING**

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

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

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

**Zenaida Rosario, Teacher, Commented:** 1) Thanked the Board for the opportunity to attend the California Association for Bilingual Education (CABE) Conference. Imagine, Inspire, Ignite-Multilingualism for All was the title of CABE's Conference this year. 2) The State Superintendent, Mr. Tony Thurmond, gave a keynote speech. Shared his goal to implement programs that support bilingualism and multilingualism. 3) There is an urgency at the state level to pass a bill to advocate for more funding for all school districts to provide dual language programs and to start them as early as preschool and transitional kindergarten. 4) Thanked Pablo Sainz who has a gift of bilingualism. 5) Invited the Board to the Kindergarten Dual Language promotion on June 5, 2019.

## 11. ITEMS FROM THE BOARD & SUPERINTENDENT

**Member Pallasigue, Commented:** 1) Appreciates Vista Del Mar Middle for hosting the Board Meeting. 2) Appreciates staff for advising and training the Board. That was an area of weakness in the past for the Board. 3) Teachers, like Mrs. Rosario, work hard, are vocal and it's all for the children. 4) The Board appreciates everyone and everything they do.

**Member R. Lopez, Commented:** 1) Thanked Vista Del Mar Middle for hosting the Board Meeting. 2) Attended the Legislative Action Day with the California School Boards Association in Sacramento on behalf of the San Ysidro School District. The focus was Full and Fair Funding. 3) Joined Mrs. Rosario at the CABE Conference and attended the Administrator and Leadership Symposium. 4) Mentioned that the Anaheim Elementary School District is the first district in California to be one-hundred percent dual language immersion. 5) Acknowledged parents for attending the CABE Conference. Appreciates everyone taking the time to attend. 6) Appreciates Dr. Potter for giving everyone the opportunity to attend CABE.

**Clerk Martinez, Commented:** 1) Thanked Principal Aviles for hosting the Board Meeting. 2) He's blessed to be part of a Board that sees the value of learning more than just English. If we can provide two languages, English and Spanish, our kids will be significantly qualified. Gave direction to Dr. Potter and administration to see how we can start realizing that. 3) Would like to see a better effort to provide a comprehensive Restorative Justice Program throughout the District. Doesn't believe in suspensions. 4) Applauded the Board for taking a proactive approach and making sure we focus on the kids in this District. 5) He is happy that there is a Citizens' Oversight Committee forming.

**President I. Lopez, Commented:** 1) Thanked Principal Aviles for hosting the Board Meeting. 2) Families leave for Good Friday and hopes this doesn't harm us. 3) Hopes that we all purchase autism t-shirts to support our children and the Special Olympics event. 4) Doesn't believe in suspensions. We need to try to understand why our students have problems. Teachers and staff know our students and the community. We need to listen and work with them. 5) People stop her and share their concerns. There are issues that we need to look into and work with the students and their families. 6) Thanked Dr. Potter for her guidance. 7) It was thrilling to see Vice- President Gurmilan as a parachuter.

**Vice-President Gurmilan, Commented:** 1) Thanked Principal Aviles for hosting the Board Meeting. 2) Hopes everyone had a wonderful spring break. 3) He was honored to have the opportunity to represent the Board and the District by skydiving with the US Army Golden Knights Sky Dive Team. It was an amazing experience. The main reason he did it was to inspire our students, educators and everyone to strive for higher goals. 4) Asked teachers to please show the video to their class and show students that we need to strive for our goals, accomplish our dreams and it's possible. 5) Hopes this represents the vision of the Board. We are willing to do things differently and represent our District and the community. 6) Thanked the US Army. 7) Thanked everyone that is helping create autism awareness.

**Superintendent Potter, Commented:** 1) Thanked Principal Aviles for hosting the Board Meeting. 2) Thanked Vista Del Mar Middle School and San Ysidro Middle School staff for their elective fairs and for bringing female students and their parents to the Adelante Mujer Conference. 3) Thanked the San Ysidro Education Committee from the Chamber of Commerce for Movie Night. 4) Thanked the principals for coordinating the Parent Institute for Quality Education graduations and the Board for attending. 5) Thanked San Ysidro Middle School for hosting a Science Fair. 6) Thanked Zenaida Rosario for being one of the teachers that attended the California Association for Bilingual Education (CABE) Conference and for taking the time to inform the Board about the conference. 7) Thanked Board Member Rudy Lopez, teachers and parents for attending the CABE Conference. 8) Thanked Jennifer Cuestas for meeting with her because she wanted to do something for autism week. SYEA is sponsoring the activities for autism week at all of our schools. 9) Participated in the Autism Walk. 10) Thanked Mrs. Colom, Mr. Lewis and the Technology Team for online school registration. 11) Thanked Mr. Zummo and his staff because we passed the Williams Audit for fully

credentialed teachers in every classroom. 12) Thanked the Board for their visionary leadership.

**12. CONFERENCE SESSION**

**Reports/Presentations**

- 12.1 U.S. Army’s Golden Knights - Chairman, James Bernet and Coordinator of Public Relations & Community Services Francisco Mata
- 12.2 Special District Financing and Administration (SDFA) - Consultant, Jeff Hamill and Chief Business Official, Marilyn Adrianzen
- 12.3 Middle School Electives - Executive Director of Curriculum, Instruction & Innovation, Manuela Colom, San Ysidro Middle School Principal, Maria Connie Rodriguez and Vista Del Mar Middle School Principal, Nadia Aviles
- 12.4 Facility Naming Citizen Advisory Committee - Update - Coordinator of Public Relations & Community Services Francisco Mata

**13. GENERAL ADMINISTRATION**

**13.1 MINUTES**

The Board approved the minutes of the Regular Board Meeting of February 28, 2019.

Motion: Pallasigue Second: Martinez Vote: Unanimous

**13.2 2019-2020 STUDENT ENROLLMENT PROJECTION (Adrianzen/Zummo)**

Information Only - Student Enrollment Projection for school year 2019-2020.

**13.3 RESOLUTION NO. 18/19-0044 - DAY/WEEK OF THE TEACHER (Potter)**

The Board adopted Resolution No. 18/19-0044 declaring the observance of Wednesday, May 8, 2019, as the San Ysidro “Day of the Teacher” and the week of May 5-11, 2019, as “Week of the Teacher.”

Motion: Martinez Second: R. Lopez Vote: Unanimous

**13.4 RESOLUTION NO.18/19-0045 - CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK (Potter)**

The Board adopted Resolution No. 18/19-0045 recognizing the week of May 19-25, 2019, as “Classified and Confidential School Employee Week.”

Motion: Pallasigue Second: Martinez Vote: Unanimous

**13.5 OPENED PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION’S INITIAL CONTRACT PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR AGREEMENT (Zummo)**

*There were no public comments.*

Motion: Martinez Second: R. Lopez Vote: Unanimous

**13.6 CLOSED PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION’S INITIAL CONTRACT PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR AGREEMENT (Zummo)**

The Board Closed Public Hearing for the California School Employees Association to open Article 1, Article 2, Article 3, Article 4, Article 6, Article 7, Article 11, Article 13, Article 14, and Article 20 with the San Ysidro School District for successor negotiations.

Motion: Gurmilan Second: R. Lopez Vote: Unanimous

**13.7 OPENED PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S INITIAL CONTRACT PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUCCESSOR AGREEMENT (Zummo)**

*There were no public comments.*

Motion: Martinez Second: Pallasigue Vote: Unanimous

**13.8 CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S INITIAL CONTRACT PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUCCESSOR AGREEMENT (Zummo)**

The Board closed the Public Hearing for the San Ysidro School District to open Article 5, Article 8, Article 9, Article 12, Article 16, Appendix A, Appendix C, Appendix D, Appendix E, and Appendix F with the California School Employees Association for success negotiations.

Motion: Martinez Second: R. Lopez Vote: Unanimous

**13.9 RESOLUTION NO. 18/19-0043 – LAYOFF OF CLASSIFIED STAFF (Zummo)**

The Board approved Resolution No. 18/19-0043 authorizing the District to reduce and/or eliminate the following particular kind of services of the District at the close of the 2018-2019 school year for fiscal and budgetary reasons.

Motion: Gurmilan Second: R. Lopez Vote: Unanimous

**13.10 SECOND READING AND ADOPTION OF REVISED BOARD BYLAWS- 9000 SERIES (Potter)**

The Board approved second reading and adoption of revised Board Bylaws - 9000 series.

Motion: Pallasigue Second: I. Lopez Vote: Unanimous

**13.11 FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 3000 SERIES (Adrianzen)**

The Board approved first reading of revised Board Policies and Administrative Regulations – 3000 Series (Business and Noninstructional Operations).

Motion: Martinez Second: Gurmilan Vote: Unanimous

**13.12 ANNUAL RESOLUTIONS FOR FISCAL YEAR 2019-2020 (Adrianzen)**

The Board approved Resolutions Nos. 19/20-0001 through 19/20-0005 designating authorized agents to carry out District business for fiscal year 2019-2020.

Motion: Pallasigue Second: I. Lopez Vote: Unanimous

**13.13 APPOINTMENT OF MEMBERS TO THE CITIZEN’S OVERSIGHT COMMITTEE (Adrianzen)**

The Board approved the appointment of members to the Citizen’s Oversight Committee.

Motion: Pallasigue Second: Martinez Vote: 4 Ayes – 1 Recused (I. Lopez)

**14. CONSENT CALENDAR**

The Board approved the Consent Calendar and pulled Consent Calendar Item 14C.13 during the approval of the agenda.

Motion: Martinez Second: Gurmilan Vote: Unanimous

**14A. PERSONNEL – CLASSIFIED**

**EMPLOYMENT (Zummo)**

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

**14A.1** Classified Substitute Staff

**OUT OF CLASS COMPENSATION (Zummo)**

**The Board approved the out of class compensation for the following as recommended by staff:**

**14A.2** Area Production Manager and Accounting Technician II

**RESIGNATION (Zummo)**

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

**14A.3** Classified Staff

**14B. CURRICULUM & INSTRUCTION**

**14B.1 PARTICIPATION IN THE CALIFORNIA BILINGUAL EDUCATION (CABE) 6<sup>TH</sup> GRADE SCHOLARSHIP BREAKFAST (Colom)**

The Board approved participation of students and principals from La Mirada, Ocean View Hills, Smythe, Sunset and Willow Schools to the 2019 California Bilingual Education (CABE) 6<sup>th</sup> Grade Scholarship Breakfast at no cost to the District.

**14B.2 21<sup>ST</sup> ANNUAL LEADERSHIP IN BILITERACY SYMPOSIUM (Colom)**

The Board approved the attendance of 5 people from each of the sites to accompany the District honorees: (TBD) to the 21<sup>st</sup> Annual Leadership in Biliteracy Symposium to be held in San Diego on May 16, 2019 at the cost of \$600.00 from the Title III fund.

**14B.3 GREATER SAN DIEGO READING ASSOCIATION 40<sup>TH</sup> ANNUAL CELEBRATION OF LITERACY STARS (Colom)**

The Board approved the attendance of up to 5 staff members to accompany the District honoree at the 40<sup>th</sup> Annual Celebration of Literacy Stars Awards Breakfast to be held in San Diego on May 11, 2019 at a total cost of \$200.00 from the General fund.

**14B.4 TRAINING DAYS FROM KAGAN PUBLISHING AND PROFESSIONAL DEVELOPMENT FOR SUNSET ELEMENTARY (Colom/Burciaga)**

The Board approved the professional development days from Kagan Professional Development for Sunset Elementary at the total cost of \$16,096.00 from the Title I fund.

**14B.5 PROFESSIONAL DEVELOPMENT (Colom)**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Gina A. Potter, Marilyn Adrianzen	Employer Leadership Dialogue Workshop with CalPERS Leaders	San Diego	April 10, 2019	\$0	No Cost <b>13.1</b>

Francisco Mata	CalSPRA Regional One-Day Professional Development	San Diego	March 14, 2019	\$45.00	General Fund
Gina A. Potter, Rudy Lopez, Irene Lopez, Marilyn Adrianzen, Amber Elliot, Blanca Vega, Laura Gastelum	May Review Workshop (Capitol Advisors)	San Diego, CA	May 21, 2019	\$0	No Cost
Gina A. Potter, Rudy Lopez, Marilyn Adrianzen, Amber Elliott, Manuela Colom, Daniel Zummo, Jennifer Cuestas, Irene Herrera-Ceballos, Guillermina Sandez, Daniel Chavez, Tina Zabala (Parent), Karen Tovar (Parent)	May Revision Workshop (School Services of California)	Escondido, CA	May 22, 2019	Registration \$3,000.00 + Mileage + meals	General Fund
Todd Lewis	Certified Information Systems Security Professional (CISSO)	El Cajon	June 2019 TBD	Mileage	General Fund
Todd Lewis	G Suite for Education Technical Retreat: Manage G-Suite More Efficiently	Poway	April 5, 2019	Mileage	General Fund
Todd Lewis, Ivan Manriquez	Cisco Communications Manager Administration	Solana Beach	April 17, 2019	Mileage	General Fund
Gina A. Potter, Cynthia Gonzalez, Maria Rodriguez, Oscar Madera, Rick Quintana	Getting Down to Facts II: Findings and Implications for San Diego	San Diego	April 29, 2019	\$0	No Cost
Irene Lopez, Humberto Gurmilan, Rudy Lopez, +22 Staff members from Willow School	17th Annual "Honoring Our Own" Awards Dinner	San Diego	May 11, 2019	\$2,040.00	General Fund
Gina A. Potter, Daniel Zummo, Manuela Colom, Francisco Mata, Linda Gonzales, Cynthia Gonzalez, Oscar Madera,	Options Based Responses for Schools in Active Shooter & Other Armed Assailant Situations: Training of Trainers	SDCOE	June 20, 2019	\$2,400.00	General Fund

**14C.17 AGREEMENT WITH CALIFORNIA YACHT MARINA- CHULA VISTA, LLC (Colom/Rodriguez)**

The Board approved the License Agreement with the California Yacht Marina-Chula Vista, LLC to occupy and use the Larue C. Thomas Bayside Pavilion for the San Ysidro Middle School's 8<sup>th</sup> grade promotion dance to be held on Tuesday, June 11, 2019 at an estimated cost of \$1,500.00 from the San Ysidro Middle School's ASB funds.

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

**15. ADJOURNMENT**                      Time: 8:35 p.m.

Respectfully Submitted,

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

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

INITIAL: MA  
 Informational  
 Action

**AGENDA ITEM:** COLLECTIVE BARGAINING AGREEMENT WITH THE  
SAN YSIDRO EDUCATION ASSOCIATION (SYEA) AND AB1200

**BACKGROUND INFORMATION:**

The San Ysidro School District and the San Ysidro Education Association (SYEA) have signed a tentative agreement effective July 1, 2018 through June 30, 2021. The agreement was reached on April 16, 2019 and approved by the teachers on April 16, 2019. Attached is a summary list of Articles that were amended. The complete Collective Bargaining Agreement with SYEA is available at the Human Resources Office and will be made available on the District's website.

As required under AB1200, the District has submitted to the San Diego County Office of Education for review of this agreement.

**RECOMMENDATION:**

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

**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? <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	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; width: fit-content;">           2018-19            COMPENSATION            INCREASE            \$477,261.23            (Amount)         </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; text-align: center;">           General Fund            (Name of funding source and/or location)         </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content; text-align: center;">           --            (Funding account number)         </div>

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**



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

# Disclosure of Collective Bargaining Agreement

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

## San Ysidro School District

Name of Bargaining Unit: San Ysidro Employees Association      Certified: X      Classified: \_\_\_\_\_

The proposed agreement covers the period:      Beginning: 7/7/2018      Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: June 6, 2019  
Date

### A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2018 - 2019		Year 2 2019 - 2020		Year 3 2020 - 2021	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. <b>Step &amp; Column</b> - Increase (Decrease) due to movement plus any changes due to settlement	\$19,839,592.01		0.00%	\$404,727.68	2.00%	\$412,822.23	2.00%
2. <b>Salary Schedule</b> - Increase (Decrease)	\$19,839,592.01	\$396,791.84	2.00%	\$0.00	0.00%	\$0.00	0.00%
3. <b>Other Compensation</b> - Increase (Decrease) in Stipends, Bonuses, etc.	\$19,839,592.01		0.00%	\$50,000.00	0.25%		0.00%
4. <b>Statutory Benefits</b> - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$4,023,469.26	\$80,469.39	2.00%	\$92,218.77	2.25%	\$93,860.35	2.24%
5. <b>Health/Welfare Benefits</b> - Increase (Decrease)	\$2,223,000.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. <b>Total Compensation</b> - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$26,086,061.27	\$477,261.23	1.83%	\$546,946.45	2.06%	\$506,682.58	1.87%
7. <b>Total Number of Represented Employees</b>	268.00	268.00		268.00		268.00	
8. <b>Total Compensation Cost for Average Employee</b> - Increase (Decrease)	\$97,336.05	\$1,780.83	1.83%	\$2,040.84	2.06%	\$1,890.61	1.87%

Impact on other Funds: \_\_\_\_\_

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

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The certificated salary schedule shall be increased by 2% effective July 1, 2018. This increase is for 2018-19 only.

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

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TK - K	<b>24</b>
1-3	<b>24</b>
4-6	28
7-8 Core	32
7-8 PE	55
7-8 Electives	
VAPA	45
Non-VAPA	30

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Class sizes in grades TK-K increased from 22 to 24; class sizes for grades 1-3 decreased from 25 to 24. All other class sizes remained the same.

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No more than two additional students above the maximum shall be enrolled in any TK or K class. No more than four additional students above the maximum shall be enrolled in any grades 1-8.

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

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

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

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**E. Source of Funding for Proposed Agreement**

1. Current Year – General Fund and Child Development Fund

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

The ongoing cost will be funded by the General Fund and the Child Development Fund.

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

The compensation increase of 2% is for fiscal year 2018-19 only.

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**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$62,785,035
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,351.32
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$1,883,551.05

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,883,551.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.90
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$1,883,551.90

3. Do unrestricted reserves meet the state standard minimum reserve amount?

**Yes**

No

**G. Certification**

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

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

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Official  
(Signature)

\_\_\_\_\_  
Date

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

## Supplement

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

Date of governing board approval of budget revisions in Col. 2: May 9, 2019  
 in accordance with Education Code § 42142 and Government Code § 3547.5

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

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

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (insert date) 5/9/2019	(Col. 2) Adjustments as a Result of Settlement	(Col. 3)  Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
<b>REVENUES:</b>				
Revenue Limit Sources (8010-8099)	47,749,544			47,749,544
Remaining Revenues (8100-8799)	11,420,271			11,420,271
<b>TOTAL REVENUES</b>	<b>59,169,815</b>	<b>0</b>	<b>0</b>	<b>59,169,815</b>
<b>EXPENDITURES:</b>				0
1000 Certificated Salaries	23,454,437	396,792		23,851,229
2000 Classified Salaries	9,828,085			9,828,085
3000 Employee Benefits	13,636,799	80,469		13,717,268
4000 Books and Supplies	4,324,874			4,324,874
5000 Services and Operating Expenses	6,935,936			6,935,936
6000 Capital Outlay	3,087,274			3,087,274
7000 Other	1,517,630			1,517,630
<b>TOTAL EXPENDITURES</b>	<b>62,785,035</b>	<b>477,261</b>	<b>0</b>	<b>63,262,296</b>
OPERATING SURPLUS (DEFICIT)	(3,615,220)	(477,261)	0	(4,092,481)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(3,615,220)	(477,261)	0	(4,092,481)
BEGINNING BALANCE	10,768,436			10,768,436
CURRENT YEAR-ENDING BALANCE	7,153,216	(477,261)		6,675,954
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	13,433			13,433
Restricted (9740)	2,175,740			2,175,740
Committed (9750/9760)				0
Assigned (9780)	3,080,491	(477,261)		2,603,230
Reserve Economic Uncertainties (9789)	1,883,551			1,883,551
Unassigned/Unappropriated (9790)	1			1

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

13.5

**Page 6 of 6**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

**INITIAL:** MA  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0048

**BACKGROUND INFORMATION:**

Pursuant to Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes

The District has determined that it is in the best interest of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes, which will be marketed together with some or all of the notes issued by other school districts and the County participating in the Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District, or alternatively, the District may issue its note on a stand-alone basis, depending on market conditions. The maximum amount of borrowing by the District is eight million dollars (\$8,000,000) for fiscal year 2019-2020.

The following drafts documents are provided under separate cover:

1. Trust Agreement
2. Purchase Agreement
3. Preliminary Official Statement
4. Appendix A – Information regarding the participants

**RECOMMENDATION:**

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

**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

MAXIMUM

**\$8,000,000**

(Amount)

**General Fund**

(Name of funding source and/or location)

**--**

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**RESOLUTION NO. 18/19-0048**

RESOLUTION OF SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2019-2020 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2019 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$8,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

**WHEREAS**, school districts and the County of San Diego (the “County”) are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

**WHEREAS**, the legislative body (the “Board”) of the school district specified in Section 22 hereof (the “District”) has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the “Principal Amount”) is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2020 (the “Repayment Fiscal Year”);

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2019 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the “Note”);

**WHEREAS**, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District’s behalf, the Principal Amount by the issuance of the Note;

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed 85% of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District provided for or attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer’s loan as described in Section 17 hereof);

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in

anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

**WHEREAS**, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes, which will be marketed together with some or all of the notes issued by other school districts and the County participating in the Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District, or alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

**WHEREAS**, the financial advisor to the participating school districts (the "Financial Advisor") appointed in Section 21 hereof, together with the underwriter and such co-underwriters, if any, identified in the Purchase Agreement hereinafter defined (the "Underwriter"), will structure one or more pools of notes (which may include a single note of one participating school district) or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") as may be distinguished, which the District hereby authorizes the Financial Advisor to determine;

**WHEREAS**, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") between such Issuers and the banking institution named therein as trustee (the "Trustee");

**WHEREAS**, the Trust Agreement provides, among other things, that for the benefit of owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the Districts to be material;

**WHEREAS**, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

**WHEREAS**, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in its Note and the notes issued by other Issuers in such Series, if any; if the District Officer determines at the time of issuance of its Note that participation in such Program is in the best financial interests of the District;

**WHEREAS**, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County

Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined;

**WHEREAS**, the Program requires that each participating Issuer approve the Trust Agreement, in substantially the form presented to the Board;

**WHEREAS**, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible for its share of the fees of the Trustee and the costs of issuing the applicable Series of Note Participations;

**WHEREAS**, pursuant to the Program, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement (the "Purchase Agreement") approved by an Authorized District Representative and the County Officer, as referred to in Section 4;

**WHEREAS**, the District has determined that it may be desirable to provide for the issuance of an additional parity note (the "Parity Note") during the Repayment Fiscal Year, the principal and interest on which are secured by Pledged Revenues, hereinafter defined, on a parity with the Note; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "Tax and Revenue Anticipation Note Program Note Participations, Series 2019," with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of

issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the “Note Rate”).

If the respective Note as evidenced and represented by the Series of Note Participations is not fully paid at maturity, the unpaid portion thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America.

Each Note may be issued in conjunction with the note or notes of one or more other Issuers, if any, as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the District Officer at the time of issuance of the Note that participation in such Program is in the best financial interests of the District.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.

Section 4. Sale of Note; Delegation. The Note as evidenced and represented by the Note Participations may be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved; provided, however, in the event one or more Authorized District Representatives identified in Section 22 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation. The Chief Financial Officer, or in the absence of such officer, his or her assistant, the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant and the Debt Finance Manager (each a “County Officer”) are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District’s pro rata share of Underwriter’s discount on the Note, when added to the District’s share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the amount of the Note; *provided further*, that there shall be no Underwriter’s discount in the event of a private placement of the Series of Note Participations, but such private placement will be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the in the proportion that the face amount of the Note which the Series of Note Participations represents bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The form of Trust Agreement presented to this meeting or otherwise to the Board, is hereby approved, and the President or Chairperson of the Board of the District, the Superintendent or the Chief Business Official of the District, as the case may be, or, in the absence of any such officer, his or her assistant (each a "District Officer") is hereby authorized and directed to execute and deliver the Trust Agreement, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the "Preliminary Official Statement") relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements thereto, shall be in form "deemed final" by the District for purposes of Rule 15c2-12, promulgated by the Securities and Exchange Commission (the "Rule"), unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the "Official Statement"). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The District Officer is hereby authorized and directed to provide the Financial Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by the Rule, hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement

relating to the other Issuers, if any. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof shall be deemed outstanding and shall not be deemed to be paid until the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Note shall be marketed and sold on either a stand-alone basis or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of such other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Note. The moneys received from the sale of the Note allocable to the District's costs related to the issuance of the Note, if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers, shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's costs related to the issuance of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create separate accounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 8. Source of Payment. The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders and Owners shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms

“Unrestricted Revenue” and “Pledged Revenues” shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms “Unrestricted Revenues” and “Pledged Revenues” shall exclude any moneys required to be used to repay a treasurer’s loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the “Payment Account”) by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District’s funds on deposit with the County Treasurer-Tax Collector for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of the Note as sequentially numbered Repayment Dates (each individual date a “Repayment Date” and collectively “Repayment Dates”) (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such fund, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the principal of the Note and interest due on the Note, as specified in the related Pricing Confirmation. Any such deposit may take into consideration anticipated investment earnings on amounts invested in a Permitted Investment, as defined in the Trust Agreement, with a fixed rate of return through the Maturity Date.

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector, to the Trustee for deposit into the District’s Payment Account to make up any such deficiency.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity.

The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note and (ii) the maturity date of any such Parity Note shall be later than the outstanding Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

Section 9. Execution of Note. The County Officer shall be authorized to execute the Note by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Note

to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt the Resolution and enter into and perform its obligations under the Purchase Agreement and (ii) authorize the County to issue the Note on its behalf.

(B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder and (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement and the Trust Agreement and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Financial Advisor and the Underwriter (or owner of the Series of Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed 85% of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of

which will be legally available to pay principal of and interest on the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

(G) The County has experienced an *ad valorem* property tax collection rate of not less than 85% of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least 85% of such amount for the Repayment Fiscal Year.

(H) The District (i) is not currently in default on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Underwriter and in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or owners of the Series of Note Participations in the event of a private placement) and the Trustee, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

(L) Upon issuance of the Note, the Note and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(N) Except for a Parity Note, if any, pursuant to Section 8 hereof, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) As a condition to the issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2017-2018 or Fiscal Year 2018-2019 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification applicable to Fiscal Year 2017-2018 or Fiscal Year 2018-2019 within the meaning of Section 42133 of the Education code of the State of California, the District shall provide to the Financial Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Notes is probable within the meaning of Section 42133 of the Education Code of the State of California.

(P) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2018-2019 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2019-2020 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(Q) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

Section 11. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be "arbitrage bonds" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

The covenants contained in this Section 11 shall survive the payment of the Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

(g) An “Event of Default” under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of the Note.

Section 14. Approval of Actions. The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as “Authorized Issuer Representatives” under the Trust Agreement.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 17. Treasurer's Loans. To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the governing board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer-Tax Collector of the County and to the County Superintendent of Schools.

Section 19. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Note, or related to the proceedings for sale, award, issuance and delivery of the Note in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 20. Appointment of Bond Counsel. The law firm of Hawkins Delafield & Wood LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the

District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 21. Appointment of Financial Advisor. Any District Officer is hereby authorized, in consultation with the San Diego County Office of Education, to appoint Government Financial Strategies Inc. to serve as Financial Advisor for the District in connection with the Program, and to execute an agreement for financial advisory services with such firm.

Section 22. Resolution Parameters.

- (a) Name of District: San Ysidro School District
- (b) Maximum Amount of Borrowing: \$8,000,000
- (c) Authorized District Representatives:
  - (1) President of the Board
  - (2) Superintendent
  - (3) Chief Business Official

Section 23. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

**EXHIBIT A**

**FORM OF NOTES**

**SAN YSIDRO SCHOOL DISTRICT**

**COUNTY OF SAN DIEGO, CALIFORNIA**

**2019 TAX AND REVENUE ANTICIPATION NOTE**

<u>Interest Rate</u> %	<u>Maturity Date</u> June 30, 2020	Date of <u>Original Issue</u> July __, 2019
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REGISTERED OWNER:

PRINCIPAL AMOUNT: \$

FOR VALUE RECEIVED, the above identified school district (the "District"), located in the County of San Diego, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Interest Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wilmington Trust, N.A., in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2020 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF SAN DIEGO

By: \_\_\_\_\_  
County Officer

Countersigned

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

SECRETARY'S CERTIFICATE

I, Gina A. Potter, Ed.D., Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly held at the regular meeting place thereof on the 6th day of June, 2019, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 4350 Otay Mesa Road, San Ysidro, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June 6, 2019

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Secretary of the Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0049

**BACKGROUND INFORMATION:**

The District recently discovered that the property line between the District's fence line and landscaping at the Vista Del Mar School and that of the adjacent property owned by the City of San Diego has mistakenly resulted in the City and the District accidentally encroaching onto each other's property based on where the current fences are installed and landscaping are installed. The District and City have reviewed a survey of the property line and discussed the potential exchange/quitclaim of the respective encroachments through a lot line adjustment to their respective property boundaries.

Pursuant to Education Code section 17386, the District is authorized to transfer such portion of its real property to an adjacent property owner pursuant to a quitclaim deed and/or a lot line adjustment on such terms and conditions approved by the Governing Board.

The purpose of this Resolution is to memorialize the District's acceptance and transfer of the corresponding encroaching properties to remedy the boundary issue pursuant to the Lot Line Adjustment and provide authority to staff to execute the Lot Line Adjustment documentation on behalf of the District as well as take all additional actions necessary to complete the acceptance and transfer of the respective properties between the City and the District. All other legal prerequisites to the adoption of this Resolution have occurred.

**RECOMMENDATION:**

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

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   
Requisition #

Financial Implications?    Are funds for this item available in the 2018-2019 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, Ed.D., Superintendent  
Secretary to the Board

RESOLUTION NO. 18/19-0049

**A RESOLUTION OF THE GOVERNING BOARD OF THE  
SAN YSIDRO SCHOOL DISTRICT CORRECTING LOT LINES  
AND ACCEPTING AND TRANSFERRING REAL PROPERTY TO  
THE CITY OF SAN DIEGO PURSUANT TO EDUCATION CODE  
SECTION 17386**

**WHEREAS**, the **San Ysidro School District** (the “District”) is a school district duly created, established and authorized to exercise its powers under and pursuant to the California Constitution and the Education Code; and

**WHEREAS**, the District has the right and power, among other powers, to acquire, hold, and convey real property for the use and benefit of the District (see Education Code §§ 17385 et seq., 35160 et seq. and 35162); and

**WHEREAS**, the District recently discovered that the property line between the District’s fence line and landscaping at the Vista Del Mar School and that of the adjacent property owned by the City of San Diego has mistakenly resulted in the City and the District accidentally encroaching onto each other’s property based on where the current fences are installed and landscaping are installed; and

**WHEREAS**, the District and City have reviewed a survey of the property line and discussed the potential exchange/quitclaim of the respective encroachments through a lot line adjustment to their respective property boundaries; and

**WHEREAS**, in order to remedy boundary line issues like this, the District is authorized pursuant to Education Code section 17386, to transfer such portion of its real property to an adjacent property owner pursuant to a quitclaim deed and/or a lot line adjustment on such terms and conditions approved by the Governing Board; and

**WHEREAS**, the District has negotiated the potential transfer of the properties inside and outside the existing school fence and boundary lines pursuant to the Lot Line Adjustment documents and revised plat map in the form attached hereto as **Exhibit “A”**; and

**WHEREAS**, the purpose of this Resolution is to memorialize the District’s acceptance and transfer of the corresponding encroaching properties to remedy the boundary issue pursuant to the Lot Line Adjustment and provide authority to staff to execute the Lot Line Adjustment documentation on behalf of the District as well as take all additional actions necessary to complete the acceptance and transfer of the respective properties between the City and the District; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred; and

**NOW, THEREFORE, THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT HEREBY RESOLVES AND FINDS THE FOLLOWING:**

1. Recitals. The above recitals are true and correct.
2. Authorization To Complete Acceptance and Transfer and Sign Final Plat Map. Pursuant to Education Code section 17386, the Governing Board of the District authorizes the

13.7

**Page 2 of 5**

District Superintendent or his/her designee to take all necessary actions to complete the acceptance and transfer of the boundary adjustment/encroaching properties between the City and the District in accordance with, the Lot Line Adjustment set forth in the Final Plat Map attached hereto as Exhibit A. The District Superintendent or his/her designee is hereby authorized and directed to take all actions necessary to finalize the Lot Line Adjustment, execute the Final Plat Map, and effectuate the final acceptance and transfer of the boundary adjustment properties with the City.

The foregoing Resolution was duly passed and adopted at a meeting of the Governing Board held on June 6, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**GOVERNING BOARD OF THE  
SAN YSIDRO SCHOOL DISTRICT**

By: \_\_\_\_\_  
Irene Lopez, President of the Board  
of the San Ysidro School District

**ATTEST:**

\_\_\_\_\_  
Antonio Martinez, Clerk of the Board

**EXHIBIT "A"**

**Final Plat Map Setting Forth Lot Line Adjustment**



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CB*  
 Informational  
 Action

**AGENDA ITEM:** PUBLIC HEARING FOR PROPOSED LOCAL CONTROL  
ACCOUNTABILITY PLAN (LCAP)

**BACKGROUND INFORMATION:**

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

In developing the LCAP, districts must solicit public input and consult with stakeholders. As part of the process, each district is required to hold a public hearing per Education Code Section 52062 to review the LCAP and solicit the recommendations and comments of the members of the public regarding the goals, the specific actions and services, and the proposed expenditures.

**RECOMMENDATION:**

Open/Close Public Hearing regarding the Proposed Local Control Accountability Plan (LCAP) for the 2019-2020 fiscal year.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Goal 2: Safety, Climate and Student Engagement, Goal 3: Parent Engagement.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *(mu)*

Financial Implications?

Yes     No

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

Yes     No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

--

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*

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



**GOVERNING BOARD**

Irene Lopez, President  
Humberto Gurmilan, Vice-President

Antonio Martinez, Clerk  
Rudy Lopez, Member,  
Rosaleah Pallasigüe, Member

Quality education and opportunity for all students to succeed

**PLEASE POST**

May 24, 2019

**NOTICE OF PUBLIC HEARING**

**2019-2020 Proposed Local Control Accountability Plan (LCAP)**

NOTICE IS HEREBY GIVEN that the GOVERNING BOARD of the SAN YSIDRO SCHOOL DISTRICT, at a special meeting to be held on June 6, 2019, will conduct a public hearing regarding the 2019-20 Proposed Local Control Accountability Plan (LCAP).

Each year the District is required to approve an LCAP for the next fiscal year. The LCAP must be reviewed during a public hearing and board must consider any written comments received prior to the public hearing. The Proposed LCAP for fiscal year 2019-20 is presented to the Governing Board for consideration and approval. The LCAP includes the goals of the district, the actions and services to attain those goals, and budget and funding assumptions over a three-year period.

All individuals wishing to submit written comments to the District regarding the 2019-20 Proposed LCAP may do so on or before June 6, 2019. All written comments or questions should be addressed to the attention of Ms. Manuela Colom, Executive Director of Educational Services, San Ysidro School District, 4350 Otay Mesa Road, San Ysidro CA 92173 or call (619)428-4476. All individuals wishing to participate in the public hearing are invited to attend the meeting of the Governing Board at the following time and location:

**DATE:** June 6, 2019

**TIME:** 6:00 p.m.

**LOCATION:** Smythe Elementary  
Cafeteria  
118 Smythe Avenue  
San Ysidro, CA 92173



**GOVERNING BOARD**

Irene Lopez, President  
Humberto Gurmilan, Vice-President

Antonio Martinez, Clerk  
Rudy Lopez, Member  
Rosaleah Pallasigue, Member

Quality education and opportunity for all students to succeed

**FAVOR DE PUBLICAR**

24 de mayo, 2019

**AVISO DE AUDIENCIA PÚBLICA**

**Plan Local de Rendición de Cuentas (LCAP) Propuesto para el 2019-2020**

SE DA AVISO de que la MESA DIRECTIVA DEL DISTRITO ESCOLAR DE SAN YSIDRO, en una junta especialmente agendada para el 6 de junio del 2019, llevará a cabo una audiencia pública sobre el Plan Local de Rendición de Cuentas (LCAP) propuesto para el 2019-0.

Cada año, el distrito esta requerido para aprobar un LCAP para el próximo año fiscal. El LCAP debe revisarse durante una audiencia pública y la Mesa Directiva debe considerar todos los comentarios escritos recibidos antes de la audiencia pública. El LCAP propuesto para el año fiscal 2019-20 se presenta a la mesa directiva para su revisión y aprobación. El LCAP incluye las metas del distrito, las acciones y los servicios para alcanzar esas metas y el presupuesto y financiamiento esperado durante un período de tres años.

Todas las personas que deseen presentar observaciones por escrito al distrito en relación con el LCAP propuesto para el año escolar 2019-20 pueden hacerlo el o antes del 6 de junio del 2019. Todos los comentarios escritos o preguntas deben ser dirigidos a la atención de la Sra. Manuela Colom, Directora Ejecutiva, Distrito Escolar de San Ysidro, 4350 Otay Mesa Road, San Ysidro, CA 92173 o llame al (619) 428-4476. Las personas que deseen participar en la audiencia pública están invitadas a asistir a la junta de la Mesa Directiva en la siguiente hora y ubicación:

**FECHA:** 6 de junio del 2019

**HORA:** 6:00 p.m.

**LUGAR:** Escuela Primaria Smythe  
Cafeteria  
1880 Smythe Avenue  
San Ysidro, CA 92173

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

**INITIAL:** MW  
 Informational  
 Action

**AGENDA ITEM:** PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2019-20

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**BACKGROUND INFORMATION:**

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

A Notice of Public Hearing was published on the San Diego Union Tribune on May 7, 2019 and the proposed budget was made available for public inspection on June 3, 20189 The District is requesting that a public hearing be conducted for any interested parties to comment on the 2019-20 Proposed Budget which will be presented for approval/adoption at its next regular Board meeting to be held on June 13, 2019.

UNDER SEPARATE COVER

**RECOMMENDATION:**

Open/Close the Public Hearing for the District's Proposed Budget for fiscal year 2019-20.

---

**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>MW</u>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>	
<input type="text" value="N/A"/> (Amount)	<input type="text" value="N/A"/> (Name of funding source and/or location)			<input type="text"/> (Funding account number)	

---

Recommended for:  Approval  Denial Certification Requested  Yes  No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

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

**INITIAL:** GAP  
 Informational  
 Action

**AGENDA ITEM:** FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 0000 SERIES

---

**BACKGROUND INFORMATION:**

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

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

\*\*\* UNDER SEPARATE COVER \*\*\*

**RECOMMENDATION:**

Approve the first reading of revised Board Policies and Administrative Regulations – 0000 series.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed: MMU

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)

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Recommended for:  Approval    Denial   Certification Requested    Yes    No

**Superintendent's Office Certification:**

Gina A. Potter

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

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

**INITIAL:** gop  
 Informational  
 Action

**AGENDA ITEM:** FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 1000 SERIES

---

**BACKGROUND INFORMATION:**

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

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

\*\*\*UNDER SEPARATE COVER\*\*\*

**RECOMMENDATION:**

Approve the first reading of revised Board Policies and Administrative Regulations – 1000 series.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed: mu

Financial Implications?

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

Requisition #

Yes    No

Yes    No

N/A

(Amount)

N/A

(Name of funding source and/or location)

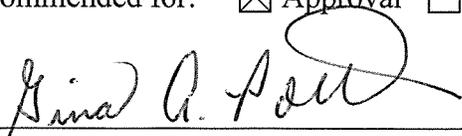
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(Funding account number)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

**Superintendent's Office Certification:**



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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

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

**INITIAL:** gap  
 Informational  
 Action

**AGENDA ITEM:** FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 2000 SERIES

---

**BACKGROUND INFORMATION:**

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

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

\*\*\*UNDER SEPARATE COVER\*\*\*

**RECOMMENDATION:**

Approve the first reading of revised Board Policies and Administrative Regulations – 2000 series.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed:   new  

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:** June 6, 2019

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** MC  
 Informational  
 Action

**AGENDA ITEM:** FIRST READING OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 5000 SERIES

**BACKGROUND INFORMATION:**

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

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

\*\*\*UNDER SEPARATE COVER\*\*\*

**RECOMMENDATION:**

Approve the first reading of revised Board Policies and Administrative Regulations – 5000 series.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal    New    Amendment    Ratify    Other

**Business Services Reviewed:** MLC  
Requisition #

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Human Resources  
Glenn Heath, Temporary Executive  
Director, Human Resources

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** 2019-2020 REVISED CLASSIFIED 12 MONTH WORK CALENDAR

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**BACKGROUND INFORMATION:**

To align with the Extended School Year student calendar, the Classified 12 Month Work Calendar has been revised.

**RECOMMENDATION:**

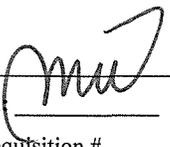
Approve the revised 2019-2020 Classified 12 Month Work Calendar to align with the Extended School Year student calendar

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**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 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

--

(Amount)

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(Name of funding source and/or location)

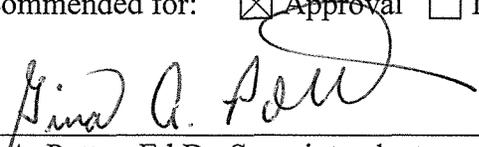
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(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**



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

2019-2020

SAN YSIDRO SCHOOL DISTRICT  
Classified Employee Calendar

260 Work Year

Board Approved

12 Months

Additional Vacation Days with Approval				
1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs	18
12	15	16	16	18

Work Days	243
Holidays	17
Mandatory Vacation Days	0
Non-Work Days	2

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
---	---	---	----	---	--------------	-----------	----------	---------------	--------------	----------

January, 2020										
					1	2	3			
6	7	8	9	10						1/1 - New Year's Day - Legal Holiday
13	14	15	16	17						
20	21	22	23	24						1/20 - Martin Luther King Jr. - Legal Holiday
27	28	29	30	31	13	21	2	0	0	

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						
3	4	5	6	7	18	18	2	0	0	

March, 2020										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						3/23 - 4/6 Student Spring Break
23	24	25	26	27						3/30 - Spring Holiday
30	31				15	20	2	0	0	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	1					
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	

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation 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						
29	30	31			8	22	1	0	0	

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						9/2 - Labor Day - Legal Holiday
16	17	18	19	20						
23	24	25	26	27						9/23 - 10/7 Student Fall Break
30					14	20	1	0	0	

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	1					
11	12	13	14	15						11/11 - Veteran's Day - Legal Holiday
18	19	20	21	22						11/27 - Admission Day - Legal Holiday
25	26	27	28	29	15	17	4	0	0	11/28 - Thanksgiving - Legal Holiday
										11/29 - Thanksgiving - Local Holiday

December, 2019										
2	3	4	5	6						
9	10	11	12	13						12/23 - 1/13 Student 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	16	4	0	2	12/30 - CSEA Floating Holiday
										12/31 - New Year's Eve - Legal Holiday

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Human Resources  
Glenn Heath, Temporary Executive  
Director, Human Resources

**INITIAL:** GH  
 Informational  
 Action

**AGENDA ITEM:** REINSTATEMENT OF CLASSIFIED POSITION

---

**BACKGROUND INFORMATION:**

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

**RECOMMENDATION:**

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

---

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

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

See Table (Amount)
-----------------------

General Fund (Name of funding source and/or location)
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-- (Funding account number)
--------------------------------

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** OC  
 Informational  
 Action

**AGENDA ITEM:** ENGLISH LEARNER RECLASSIFICATION CRITERIA

---

**BACKGROUND INFORMATION:**

The San Ysidro School District provides services to assist and support students who are English learners in becoming fluent English proficient students. A variety of programs are offered to students which involve the daily application of English Language development (ELD) to promote steady growth of skills in reading, writing, listening and speaking skills. The District measures growth with a number of assessments and most notably with the English Language Proficiency Assessment for California (ELPAC) Test.

The District's goal for English learner students is to become fully proficient in English and to master State standards for academic achievement as rapidly as possible. To be in compliance with the guidelines from the State Board of Education the District reclassification includes students that take ELPAC and students with IEP's that take the Ventura County Comprehensive Alternate Language Proficiency Survey (VCCALPS) assessment, see the attached criteria for details.

**RECOMMENDATION:**

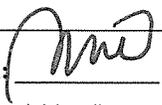
Approve the English Learner Reclassification Criteria.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Action 1.18: Continue to support, monitor, and evaluate the services for English Learners to ensure students acquire proficiency in English.

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)

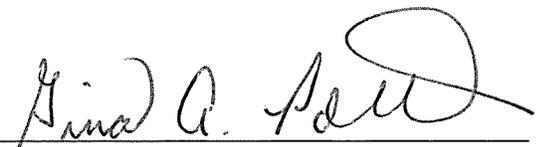
N/A  
(Name of funding source and/or location)

--  
(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

## Reclassification Criteria for Students Taking ELPAC

**Table 4.1**

Evaluation Measure	Minimum Criteria
State Approved Assessment of English Language Proficiency	<ul style="list-style-type: none"> <li>• ELPAC: Overall Performance Level 4 <del>Overall Bridging Performance Level</del></li> </ul>
Comparison of Performance in Basic Skills	<ul style="list-style-type: none"> <li>• Two ELA district assessments with proficient scores (benchmark or challenge) - or -</li> <li>• CAASPP overall ELA score in the proficiency band of Standard Met or Standard Exceeded - or -</li> <li>• District approved assessment for reclassification</li> </ul>
Teacher Evaluation and Academic Indicator	<ul style="list-style-type: none"> <li>• Completed Teacher Evaluation Form (grade-level teacher for grades 2-6 and ELA teacher for grades 7-8) <u>indicating a recommendation</u> of reclassification based on the academic characteristics of a student.</li> </ul>
Parent Opinion and Consultation	<ul style="list-style-type: none"> <li>• Letter mailed home to notify parents/guardians of their rights and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting.</li> </ul>

## Reclassification Criteria for Students Taking Alternative Assessment VCCALPS

**Table 4.2**

Evaluation Measure	Minimum Criteria
State Approved Assessment of English Language Proficiency	<ul style="list-style-type: none"> <li>• VCCALPS: Overall proficiency level is equal to that or higher than overall proficiency level of primary language</li> </ul>
Comparison of Performance in Basic Skills	<ul style="list-style-type: none"> <li>• CAASPP/CAA(California Alternative Assessment) overall ELA score in the proficiency Level 2 or 3 -or-</li> <li>• District approved assessment for reclassification, in coordination with the Special Education Department</li> </ul>
Teacher Evaluation and Academic Indicator	<ul style="list-style-type: none"> <li>• Completed Teacher Evaluation Form (grade-level teacher for grades 2-6 and ELA teacher for grades 7-8) <u>indicating a recommendation</u> of reclassification based on the student's academic performance and academic success towards IEP linguistically appropriate goals.</li> </ul>
Parent Opinion and Consultation	<ul style="list-style-type: none"> <li>• Letter mailed home to notify parents/guardians of their rights and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting (could be done as part of IEP meeting).</li> </ul>

## ELPAC Performance Level Descriptors

Level	Description
4	English learners at this level have <b>well developed</b> oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. <b><u>This test performance level corresponds to the upper range of the “Bridging” proficiency level, as described in the California English Language Development Standards, Kindergarten Through Grade 12 (2012 ELD Standards).</u></b>
3	English learners at this level have <b>moderately developed</b> oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate in meaningful ways in a range of topics and content areas. They need light to minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. <b><u>This test performance level corresponds to the lower range of the “Bridging” proficiency level through the upper range of the “Expanding” proficiency level, as described in the 2012 ELD Standards.</u></b>
2	English learners at this level have <b>somewhat developed</b> oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. <b><u>This test performance level corresponds to the mid- to low-range of the “Expanding” proficiency level, as described in the 2012 ELD Standards.</u></b>
1	English learners at this level have <b>minimally developed</b> oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. <b><u>This test performance level corresponds to the “Emerging” proficiency level, as described in the 2012 ELD Standards.</u></b>

### ELPAC Performance Level Descriptors & ELD Standards Proficiency Levels

ELPAC	Level 1	Level 2		Level 3		Level 4
ELD Standards	Emerging	Low Expanding	Mid Expanding	Upper Expanding	Lower Bridging	Upper Bridging

**ELPAC Performance Level Descriptors & ELD Standards Proficiency Levels**

<b>ELPAC</b>	<b>ELD Standards</b>
<b>Level 1</b>	<b>Emerging</b>
<b>Level 2</b>	<b>Expanding - low</b>
	<b>Expanding - mid</b>
<b>Level 3</b>	<b>Expanding - upper</b>
	<b>Bridge - low</b>
<b>Level 4</b>	<b>Bridge - upper</b>

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *OCJ*  
 Informational  
 Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS - JUNE

**BACKGROUND INFORMATION:**

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the June 6, 2019 Board meeting:

- NALEO 36<sup>th</sup> Annual Conference
- Positive Behavioral Interventions & Supports (PBIS) Teacher Academy – SYMS/Sunset
- May Revision Workshop
- FCMAT AB1200 Understanding Fiscal Oversight
- True Colors Workshop
- School Safety in San Diego County

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"/> <b>Renewal</b>		<input checked="" type="checkbox"/> <b>New</b>		<input type="checkbox"/> <b>Amendment</b>		<input checked="" type="checkbox"/> <b>Ratify</b>		<input type="checkbox"/> <b>Other</b>		<b>Business Services Reviewed:</b> <i>[Signature]</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									
APPROXIMATE COST <b>\$4,685.00</b> (Amount)		General & 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:**

*[Signature]*  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board

**PROFESSIONAL DEVELOPMENT****Item 14D.2**

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

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Rudy Lopez	NALEO 36 <sup>th</sup> Annual Conference	Miami, FL	June 20-22, 2019	Approx \$2,8000.00 (this includes registration, hotel, meals and travel expenses)	General Fund
Ana Garcia	Positive Behavioral Intervention & Supports (PBIS) Teacher Academy	SDCOE	June18-20, 2019	\$785.00	Title I Fund
Rodrigo Amezquita	May Revision Workshop	Escondido	May 22, 2019	\$200.00 + mileage	General Fund
Gina A. Potter, Marilyn Adrianzen, Amber Elliott	FCMAT AB1200 Understanding Fiscal Oversight	SDCOE	September 27, 2019	\$0	No Cost
Up to 75 Employees from the following Departments: Business Services (8) Child Nutrition (37) Maintenance, Facilities, Transportation (30) Grounds (7) Warehouse (2) Transportation (9)	True Colors Workshop	SYMS	June 13, 2019	\$900.00	General Fund
Marilyn Adrianzen Paulo Azevedo	School Safety in San Diego County	SDCOE	June 17, 2019	\$0.00	No Cost

**14D.2**



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Human Resources  
Glenn Heath, Temporary Executive Director,  
Human Resources

INITIAL:   
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH FRONTLINE EDUCATION – ADDENDUM NO. 1

**BACKGROUND INFORMATION:**

The District currently has over 560 employees who access the AESOP Attendance System to report their absences. It is imperative that the District have a system in place to track employees' attendance and substitutes' time for both certificated and classified employees. The AESOP System tracks employees' personal illness, personal necessity and vacation days, in addition to other work-related absences such as professional days, etc. It is on the AESOP system that substitute coverage is requested and linked to staff.

The District has been using AESOP for over ten years and has been an effective attendance tool to collect, verify and reconcile time worked by staff and by over 100 substitute employees. AESOP records are useful to payroll staff to reconcile entries made in the PeopleSoft Payroll System.

This Addendum includes indemnification, general commercial liability and cyber insurance language to protect the District's information.

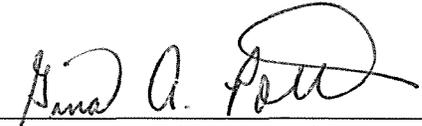
**RECOMMENDATION:**

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

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications? <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	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; text-align: center;">N/A</div> (Amount)	<div style="border: 1px solid black; padding: 5px; text-align: center;">N/A</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; 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

Frontline Education and San Ysidro School District  
Master Services Agreement

ADDENDUM NO. 1

Both FRONTLINE EDUCATION and the San Ysidro School District (Parties) agree to the following:

• **INDEMNIFICATION:**

Frontline Education mutually agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Board and each member thereof, their officers, employees, agents and volunteers from any and all third party claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property by Frontline Education, their agents, officers, employees, subcontractors, or independent contractors hired by Frontline Education under this Agreement. The only exception to responsibility to protect, save, defend and hold harmless is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of the District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable.

• **INSURANCE:**

Frontline Education shall maintain:

**Commercial General Liability** insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance naming the San Ysidro School District as additional insured and with the proper endorsements.

**Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

All Coverages. Cancellations of insurance policies required by this Agreement shall be given thirty (30) days' notice of cancellation to San Ysidro School District.

Each of the parties signing this Amendment to Document Tracking Services Licensing 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.

FRONTLINE EDUCATION

Firm Name



Signature of Authorized Agent

Scott Crouch, VP of Financial Operations

Print Name, Title

5/13/2019

Date:

484.328.4032

Phone Number

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board approved:

Board Approved

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 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 – AMENDMENT NO. 1 (REVISED)

**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.

On May 9, 2019, the Governing Board approved Amendment No. 1 to include contract language that is in the best interest of the District and in keeping with the safety of students and staff and approved additional services to install the GPS system. Quote 171198-1 (\$14,561.86) is being replaced for Quote 171946-1 (\$16,888.32) to include ZPass Readers on all vehicles that transport students. The ZPass Readers are devices that scan and read the electronic tags (Student ID passes) for the purpose of knowing how many and which students are on a vehicle. This agreement continues on a year to year basis upon payment of annual fees.

**RECOMMENDATION:**

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

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MA

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**Zonar Systems and San Ysidro School District**

**Subscription Agreement**

**ADDENDUM NO. 1**

Both Zonar Systems (Zonar) and the San Ysidro Elementary School District (District) hereby amend the Subscription Agreement and agree to the following:

- **INDEMNIFICATION:**

To the fullest extent permitted by law, Zonar shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all third party 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.

- **ADDITIONAL SERVICES:**

As reflected on Quote No. Q171946-1 dated 04-26-19

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

SAN YSIDRO SCHOOL DISTRICT  
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official  
Print Name, Title

Date:

Date

Phone Number

Board Approved

# ADDENDUM NO. 1



**Sales Quote Only.  
This is Not an  
Invoice.**

## QUOTATION

Quote Number:  
Q171946 - 1

Quote Date:  
04/26/19

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 Avedo 4350 Otay Mesa Rd San Ysidro, CA 92173-1617 USA

Quoted Ship To:
San Ysidro School District Attn: Paulo Avedo 4350 Otay Mesa Rd San Ysidro, CA 92173-1617 USA

Customer ID	Good Thru	Payment Terms	SalesPerson
SAN0498	05/26/19	Net 30 Days	Eric A Trench

Order Qty	Item	Description	Unit Price	Total
		<b>Upgrade from 2020 to Connect</b>		
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		
		<b>New Service</b>		
17	PAX000	Annual Street Service	215.88	3,669.96
15	PAX002	Annual Drive Service	300.00	4,500.00
		<b>Prior Service</b>		
-11	PAX005	Parkway		
21	ACT001-S	GSM Activation	25.00	525.00
		<b>Additional Purchase:</b>		
1	10096	V4	240.00	240.00
1	S&H	Shipping and Handling	124.05	124.05
		*Three-Year Contract Required* Not applicable		
		Early Termination Fees Will Apply Not applicable		

Subtotal:	16,299.01
Total Sales Tax:	589.31
Invoice Discount:	0.00
<b>Total:</b>	<b>USD 16,888.32</b>

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:** June 6, 2019

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

**FROM:**  
Nutrition Services  
Evelyn Zarzosa, Director

**INITIAL:** mm  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH EMS LINQ INC.

**BACKGROUND INFORMATION:**

The services provided by EMS LINQ Inc. include a unique Nutrition website designed for San Ysidro School District in support of the Child Nutrition Services (CNS) Department in the promotion, communication and education of students, parents and teachers about the benefits of making smart nutrition choices leading to healthy habits that will last a lifetime. Through this user friendly website, CNS can provide interactive nutrition tools and resources to promote the District's wellness objectives by providing an easy to manage Online Menu Design, Mobile Menus and USDA regulation information and legal statements.

In addition, the Meals Plus software is used for the administrative management of school meals. By having Meals Plus host the department's database, Meals Plus will manage Microsoft SQL, all backups, and archive all historical information. The benefit is that any technology related catastrophic event will not impact data from the Nutrition Services Department.

**RECOMMENDATION:**

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

**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: mm

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## SERVICE AGREEMENT

This agreement is made and entered into this 7th day of June, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

EMS LINQ INC.

Company/Consultant

2528 Independence Blvd., Suite 200, Wilmington, NC 28412

Address

(910) 398-6057

Telephone Number

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

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

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

#### 1.2 TERM

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

### 2.2 PAYMENTS

Company/Vendor shall submit to District an itemized invoice which indicates work completed by Company/Vendor. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Company/Vendor within 30-days and in accordance with this Agreement.

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF COMPANY/VENDOR

### 4.1 ORGANIZATION

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

### 4.2 COORDINATION OF SERVICES

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

### 4.3 STANDARD OF CARE:

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

### 4.4 INDEPENDENT COMPANY/VENDOR & ADDITIONAL PERSONNEL

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

## 4.5 LAWS AND REGULATIONS

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

## 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
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.
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 Company/Vendor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*  
District waives \_\_\_\_\_
5. **Improper Sexual Conduct**: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.  
District waives \_\_\_\_\_
6. **Cyber Security Liability**: Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Company/Vendor's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Company/Vendors or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.  
District waives \_\_\_\_\_

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

### Additional Insured Status - Endorsement

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

### Primary Coverage

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

### Notice of Cancellation

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

### Waiver of Subrogation

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

### Deductibles and Self-Insured Retentions

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

### Acceptability of Insurers

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

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

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

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

### Verification of Coverage

Company/Vendor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Company/Vendor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, **14E.3** including endorsements required by these specifications, at any time.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

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

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Company/Vendor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, 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, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Company/Vendors

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Company/Vendor, the District, its officials, officers, employees, agents, or volunteers.

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

## 5.8 AMENDMENTS

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

## 5.9 SEVERABILITY

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

## 5.10 GOVERNING LAW

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

## 5.11 CONFLICT OF INTEREST

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

## 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

District is waiving this requirement \_\_\_\_\_.

## 5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

## 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.

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## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

<b>COMPANY/VENDOR:</b>	<b>EMS LINQ INC.</b>	
Name:		
Title:		
Address:		
City/State/Zip Code:		
Telephone:		
Email:		

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

### 6 ENTIRE AGREEMENT

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

### 7 WARRANTY OF AUTHORITY:

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

### COMPANY/VENDOR

**EMS LINQ INC.**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

### DISTRICT

**San Ysidro School District**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

/ Board Approved:

Revised 01-23-19

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company/Vendor Name: \_\_\_\_\_

Name/title of authorized representative (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

REVISED 01-23-19

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# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## EXHIBIT A

### SCOPE OF SERVICES

1. ISITE Support – SNAF Website and Menu	\$1,095.00
2. Meals Plus (MP) Support:	
• Inventory 6-15	\$ 995.00
• Menus 6-15	\$ 650.00
• Point of Sale	\$3,150.00
• Production Record	\$ 270.00
• STU 6-15	<u>\$ 925.00</u>

**2019-20 (July 1 – June 30) Total: \$7,085.00**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Special Education  
Oscar Madera, Director

**INITIAL:** *OMP*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH HATCH & CESARIO ATTORNEYS AT LAW

---

**BACKGROUND INFORMATION:**

Section 504 of the Rehabilitation Act of 1973 is a Federal law that prevents discrimination against students with disabilities. Under this provision, any school that receives Federal funding must make accommodations to ensure that all students with disabilities are guaranteed a free public education. A 504 plan refers to the methods and strategies designed by teachers, parents, and administrators to comply with this law.

Hatch & Cesario, a law firm, provided a training to management staff to ensure that all students with disabilities are provided with accommodations in the educational setting based on their needs. The cost of \$992.25 for these services will be reimbursed by Special Education Local Plan Area (SELPA).

**RECOMMENDATION:**

Approve/Ratify the Professional Services Agreement with Hatch & Cesario Attorneys at Law to provide a 504 Accommodation Plan training to management staff on February 27, 2019 in the amount of \$992.25. Fees will be reimbursed by SELPA.

---

**LCAP GOAL AND ACTION/SERVICE:**

1.1 Provide professional development opportunities for site and district administrators to support teaching and learning and to strengthen educational practices (i.e. Admin Power Clinics, etc).

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

\$992.25  
(Amount)

Special Education Fund / SELPA  
(Name of funding source and/or location)

(Funding account number)

---

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

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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 6<sup>th</sup> day of June 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Hatch & Cesario Attorneys at Law  
Company/Consultant

(858) 943-4200  
Telephone Number

10531 4S Commons Drive, Ste. 583, San Diego, CA 92127  
Address

tony@hatchcesariolaw-sd.com  
Email

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

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

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

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

**1.2 TERM**

Initial Term:

From: February 27, 2019

To: February 27, 2019

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

### 2.2 PAYMENTS

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

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

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

### 4.2 COORDINATION OF SERVICES

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

### 4.3 STANDARD OF CARE:

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

### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

## 4.5 LAWS AND REGULATIONS

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

## 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

## 4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

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

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.

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# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## Additional Insured Status

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

## Primary Coverage

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

## Notice of Cancellation

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

## Waiver of Subrogation

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

## Deductibles and Self-Insured Retentions

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

## Acceptability of Insurers

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

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

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

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

## Verification of Coverage

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

# SAN YSIDRO SCHOOL DISTRICT

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## 5.1 DELAYS IN PERFORMANCE

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

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

## 5.2 SUSPENSION OF SERVICES

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

## 5.3 TERMINATION OF AGREEMENT

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

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

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

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

## 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(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

# SAN YSIDRO SCHOOL DISTRICT

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and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

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

**14E.4**

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5.8 AMENDMENTS

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

## 5.9 SEVERABILITY

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

## 5.10 GOVERNING LAW

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

## 5.11 CONFLICT OF INTEREST

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

## 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement \_\_\_\_\_.

## 5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

## 5.14 NOTICES / CONTACT INFORMATION

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

<b>CONSULTANT:</b>	Hatch & Cesario Attorneys at Law
Name:	Antonio Cesario
Title:	Attorney
Address:	10531 4S Commons Drive, Ste. 583
City/State/Zip Code:	San Diego, CA 92127
Telephone:	(858) 943-4200
Email:	tony@hatchcesariolaw-sd.com

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Gina A. Potter, Ed.D.	Oscar Madera
Title:	Superintendent	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	gina.potter@sysd.k12.ca.us	oscar.madera@sysd.k12.ca.us

**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**

**Hatch & Cesario**

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

(858) 943-4200

Phone Number

**DISTRICT**

**San Ysidro School District**

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

Consultant \_\_\_\_\_

Name/title of authorized representative (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

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**EXHIBIT A  
SCOPE OF SERVICES**

Hatch & Cesario Law provided a 504 Accommodation Plan training to management staff on February 27, 2019, to ensure that all students with disabilities are provided with accommodations in the educational setting based on their needs.

Total Cost: \$992.25

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Special Education  
Oscar Madera, Director

**INITIAL:** CKH  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH PARADIGM HEALTHCARE SERVICES, INC.

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**BACKGROUND INFORMATION:**

The San Ysidro School District is renewing its agreement with Paradigm Healthcare Services to reduce the administrative burden associated with the Random Moment Time Survey (RMTS) submission and review process by providing healthcare billing services to San Ysidro School District.

LEA Medi-Cal Billing: 15% of the total reimbursed amount

Medi-Cal Administrative Activities (MAA): \$45.00 per participant claimed on Client's MAA Invoice per quarter and \$500.00 per month on consultation fee.

**RECOMMENDATION:**

Approve the agreement with Paradigm Healthcare Services to provide health billing services and consultation for school year 2019-2020.

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**LCAP GOAL AND ACTION/SERVICE:**

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

To be determined

(Amount)

Special Education

(Name of funding source and/or location)

(Funding account number)

Recommended for:  Approval     Denial

Certification Requested  Yes     No

**Superintendent's Office Certification**

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



## SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2019 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and San Ysidro School District, a Local Education Agency (“**Client**”).

### RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

### TERMS

#### 1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

#### 2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2022 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

#### 3. *Paradigm LEA Billing Services.*

##### a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

**14E.5**

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(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

**b. Training and Materials.**

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

**c. Claims Preparation and Submission.**

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

**d. Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

**e. Coordination with Client.**

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

#### 4. *Client's LEA Billing Service Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

#### 5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

#### 6. *Client's CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

#### 7. *Paradigm MAA Billing Services.*

All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services ("DHCS") Medi-Cal Administrative Activities ("MAA") Plan.

##### a. **MAA Program Consulting Services.**

(1) **Ongoing Consultation.** Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.

**14E.5**

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(2) **Training.** Paradigm will provide training to Client’s program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client’s MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and “best practices” to implement and maintain an optimized, audit-ready program.

(3) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly “Bulletins” will be provided to Client’s coordinator(s) to ensure timely communication about program changes and updates to Paradigm’s systems and processes.

(4) **Program Compliance Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform “compliance reviews” to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

(5) **Supplemental Support.** Paradigm will provide a “Client Care Center” available for the use of Client’s program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm’s web-based software, accessible by toll-free phone during regular business hours and by email.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm’s website.

**b. MAA Invoice Preparation & Submission Services.**

(1) **Medi-Cal Eligibility.** Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS and County governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(3) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(4) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

(5) **Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports for the ongoing analysis of Client’s MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

8. ***Client's MAA Obligations.***

- a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
- b. **MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
- c. **Official RMTS Participant Roster (TSP).** On the first day of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).
- d. **Time Survey Summary Results.** Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.
- e. **Direct Charge Documentation.** Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.
- f. **MAA Invoice Submittal.** Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.
- g. **Compliance.** Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.
- h. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.
- i. **Documentation for Invoice Submittal.** Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

**j. Data Processing.** Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

**9. *Additional Client Obligations.***

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

**10. *Fees and Payment Terms.***

**a. Fees for LEA Billing Services.**

(1) **Flat Fee Per Approved Service.** Paradigm fees for Client LEA claims submitted or originating during the Term of the Agreement will consist in a flat fee for each claimed service that DHCS approves for interim reimbursement ("Interim Approved Claim"). The schedule of Paradigm flat fees for Interim Approved Claims is set forth in Appendix A subject to adjustment in accordance with the terms of Sub-paragraphs (2)-(5) following.

(2) **Sliding Scale Reduction of Paradigm Fees.** Paradigm's fees for LEA Billing Services in any Fiscal Year decrease whenever the dollar value of Client's Interim Approved Claims exceeds \$500,000 in that Fiscal Year. An additional decrease in Paradigm's fees will apply to Client's Interim Approved Claims in excess of \$1,000,000 in the same Fiscal Year. These fee reductions will apply prospectively, i.e., to LEA Billing claims receiving interim approval after an applicable threshold is reached and before the end of the Fiscal Year. The schedule of Paradigm's reduced fees at each threshold is set forth in Appendix A.

(3) **Effect of Increase in Reimbursement Rates.** In the event DHCS increases the reimbursement rates to Client for any LEA service claim during the Term of this Agreement, Paradigm's flat fee for such services will simultaneously and without requirement of prior notice to Client increase by the same percentage as the percentage DHCS increase.

(4) **Cap on Paradigm Fees.** Notwithstanding any other provision of this Paragraph (a) and the fee schedule set forth in Appendix A, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed the following:

13.5% of the dollar value of the first \$500,000 of Interim Approved Claims;

12% of dollar value of Interim Approved Claims from \$500,001 to \$1,000,000; and

10% of the dollar value of Interim Approved Claims in excess of \$1,000,000.

(5) **Application of Fiscal Year Limits.** For purposes of computing Paradigm's fees, thresholds and fee caps for LEA Billing Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details ("RAD") issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client is reimbursed for the claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.

(6) **Approval of Interim Approved Claims After the Termination of the Agreement.** Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement.

**b. Fees for CRCS Services.** The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of “Net Total Personnel Costs” as reported on Worksheets A and B, or (ii) \$8,500. Paradigm will invoice Client for CRCS services on an annual basis.

**c. Fees for MAA Billing Services.**

(1) **MAA Program Consulting Services.** The fee for MAA Program Consulting Services will be \$500 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

(2) **MAA Invoice Preparation & Submission Services.** The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client’s MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client’s MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

(3) The foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm, to the extent allowed by DHCS.

**d. Substitution of Alternative Methodology and/or Fee Terms.** In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

**e. Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm’s gross income).

**11. *Protection of Confidential Information.***

**a. Definitions.**

(1) “**Client Confidential Information**” shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by

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Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) **"Paradigm Confidential Information"** shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm's Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

(3) **"Confidential Information"** shall mean Client Confidential Information and Paradigm Confidential Information.

**b. Protection of Confidential Information.**

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state laws or regulations.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.

**c. Ownership and Use of Client Confidential Information.** Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without

limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing or MAA services, provided that and to the extent such use is consistent with applicable federal and state laws and regulations.

**d. Review and Correction.** Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

**e. Retention of Confidential Information.**

(1) Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

(2) Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

**f. Lawful Disclosure.** This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

**g. Statutory Compliance.** A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request at Paradigm's office. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

**h. Continuing Obligations.** The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

**12. Accuracy of Information.**

a. **Client Efforts.** Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

b. **Paradigm Efforts.**

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

**13. *Limitation of Liability.***

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

**14. *Licenses and Permits.***

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement. **14E.5**  
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Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

## 15. *Indemnification.*

a. **Client's Indemnification Obligations.** Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

b. **Paradigm's Indemnification Obligations.** Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

## 16. *Termination.*

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. **Without Cause.**

(1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

(2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

(3) **MAA Consulting Services Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

c. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

(3) **Payment for MAA Invoice Preparation and Submission Services.** Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.

(4) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

d. **Survival of Terms.** All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

## **17. Paradigm Proprietary Rights.**

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

## **18. Miscellaneous.**

a. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail.

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sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.

**b. Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

**c. Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

**d. Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

**e. Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

**f. Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

**g. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

**h. Entire Agreement; Amendment.** This Agreement, the online Software License Agreement, Paradigm's Website Policies constitute the entire agreement between Client and Paradigm.

superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

**i. Assignment.** Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

**j. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

**k. Counterparts.** This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

**PARADIGM:**

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 4/23/2019

Address:

Attn: Constance Laflamme

500 Sansome Street, Suite 500

San Francisco, California 94111

Phone: (415) 616-0920

Fax: (415) 616-0910

**CLIENT:**

SAN YSIDRO SCHOOL DISTRICT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Appendix A - Fees for LEA Billing Services

	\$s to Client (@ 50% FMAP	Paradigm's Fees		
		Rate 1	Rate 2	Rate 3
<b>Non-Special Education Assessments</b>				
Developmental Assessment for Occupational Therapy	\$10.94	\$1.48	\$1.31	\$1.09
Developmental Assessment for Physical Therapy	\$11.80	\$1.59	\$1.42	\$1.18
Developmental Assessment for Speech Therapy	\$10.73	\$1.45	\$1.29	\$1.07
Nursing Health & Nutrition Assessment	\$10.33	\$1.39	\$1.24	\$1.03
Health Education & Anticipatory Guidance for Credentialed School Nurse/Physic	\$10.33	\$1.39	\$1.24	\$1.03
Health Education & Anticipatory Guidance for Mental Health	\$10.74	\$1.45	\$1.29	\$1.07
Hearing Assessment (Screening, Pure Tone, Air Only) - Under 18 Yrs	\$8.06	\$1.09	\$0.97	\$0.81
Hearing Assessment (Screening, Pure Tone, Air Only) - Over 18 Yrs	\$7.89	\$1.00	\$0.89	\$0.74
Hearing Assessment (Pure Tone Audiometry, Air Only) - Under 18 Yrs	\$12.09	\$1.63	\$1.45	\$1.21
Hearing Assessment (Pure Tone Audiometry, Air Only) - Over 18 Yrs	\$11.08	\$1.50	\$1.33	\$1.11
Psychosocial Status Assessment	\$10.74	\$1.45	\$1.29	\$1.07
Vision Screening	\$8.45	\$0.47	\$0.41	\$0.34
<b>Special Education Assessments</b>				
Initial/Triennial Audiological Assessment	\$85.45	\$12.89	\$11.45	\$9.54
Annual/Amended Audiological Assessment	\$71.59	\$9.66	\$8.59	\$7.16
Initial/Triennial Nursing Health Assessment	\$72.52	\$9.76	\$8.68	\$7.23
Annual/Amended Nursing Health Assessment	\$41.52	\$5.58	\$4.96	\$4.13
Physician's Health & Nutrition Assessment (I. T. A. AM) - 15 Min. Increments	\$10.33	\$1.39	\$1.24	\$1.03
Initial/Triennial Occupational Therapy Assessment	\$126.03	\$17.01	\$15.12	\$12.60
Annual/Amended Occupational Therapy Assessment	\$87.52	\$11.81	\$10.50	\$8.75
Initial/Triennial Physical Therapy Assessment	\$135.86	\$18.34	\$16.30	\$13.59
Annual/Amended Physical Therapy Assessment	\$94.35	\$12.74	\$11.32	\$9.43
Initial/Triennial Psychological Status Assessment	\$257.64	\$34.78	\$30.92	\$25.76
Annual/Amended Psychological Status Assessment	\$85.88	\$11.59	\$10.31	\$8.59
Psychosocial Status Assessment (I. T. A. AM) - 15 Min. Increments	\$9.42	\$1.27	\$1.13	\$0.94
Initial/Triennial Eval of Speech Fluency	\$33.05	\$4.46	\$3.96	\$3.30
Annual/Amended Eval of Speech Fluency	\$18.02	\$2.43	\$2.16	\$1.80
Initial/Triennial Eval of Sound Production	\$28.52	\$3.82	\$3.40	\$2.83
Annual/Amended Eval of Sound Production	\$15.45	\$2.09	\$1.85	\$1.54
Initial/Triennial Eval of Sound Production plus Language Comprehension/Expres	\$56.63	\$7.64	\$6.80	\$5.66
Annual/Amended of Sound Production plus Language Comprehension/Express	\$30.89	\$4.17	\$3.71	\$3.09
Initial/Triennial Analysis of Voice and Resonance	\$28.52	\$3.82	\$3.40	\$2.83
Annual/Amended Analysis of Voice and Resonance	\$15.45	\$2.09	\$1.85	\$1.54
<b>Treatment Services</b>				
Initial Audiology Treatment (15-45 Min.)	\$43.75	\$5.91	\$5.25	\$4.37
Audiology Treatment - Additional 15 Min. Increments	\$11.93	\$1.61	\$1.43	\$1.19
Health Aide Treatment - 15 Min. Increments	\$4.40	\$0.59	\$0.53	\$0.44
Hearing Aid Check	\$27.84	\$3.76	\$3.34	\$2.78
School Nursing Treatment - 15 Min. Increments	\$10.33	\$1.39	\$1.24	\$1.03
LVN Treatments - 15 Min. Increments	\$5.22	\$0.70	\$0.63	\$0.52
Initial Occupational Therapy (15-45 Mins.)	\$41.57	\$5.61	\$4.99	\$4.16
Occupational Therapy - Additional 15 Min. Increments	\$10.94	\$1.48	\$1.31	\$1.09
Initial Physical Therapy (15-45 Min.)	\$37.74	\$5.09	\$4.53	\$3.77
Physical Therapy - Additional 15 Min. Increments	\$11.80	\$1.59	\$1.42	\$1.18
Initial Psychology/Counseling, Individual (15-45 Min.)	\$39.53	\$5.34	\$4.74	\$3.95
Psychology/Counseling, Individual - Additional 15 Min. Increments	\$10.74	\$1.45	\$1.29	\$1.07
Initial Psychology/Counseling, Group (15-45 Min.)	\$8.71	\$1.18	\$1.04	\$0.87
Psychology/Counseling, Group - Additional 15 Min. Increments	\$1.73	\$0.24	\$0.21	\$0.18
Initial Speech Therapy, Individual (15-45 Min.)	\$35.75	\$4.83	\$4.29	\$3.58
Speech Therapy, Individual - Additional 15 Min. Increments	\$10.73	\$1.45	\$1.29	\$1.07
Initial Speech Therapy, Group (15-45 Min.)	\$13.11	\$1.77	\$1.57	\$1.31
Speech Therapy, Group - Additional 15 Min. Increments	\$3.57	\$0.48	\$0.43	\$0.36
Targeted Case Management (TCM) - High	\$8.21	\$1.11	\$0.99	\$0.82
Targeted Case Management (TCM) - Med	\$7.20	\$0.97	\$0.86	\$0.72
Targeted Case Management (TCM) - Low	\$6.19	\$0.84	\$0.74	\$0.62
Transportation - One-Way Trip	\$9.27	\$1.25	\$1.11	\$0.93
Transportation Mileage - Per Mile	\$0.65	\$0.09	\$0.08	\$0.07

The reduced Paradigm fee schedule will apply prospectively to services approved for payment by DHCS after (and in the same Fiscal Year) a threshold is reached. The thresholds triggering a decrease in Paradigm fees are to the right.	<b>Rate 1</b>	<b>Rate 2</b>	<b>Rate 3</b>
	Up to \$500,000	\$500,001 to \$1M	Above \$1M

14E.5

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Special Education,  
Oscar Madera, Director

**INITIAL:** MS  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH EDUCATIONAL EQUITY FOR ALL

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**BACKGROUND INFORMATION:**

Educational Equity For All will be providing professional development to Special Education Teachers who teach Special Day Class in a moderate to severe program. This workshop will focus on the following topics:

1. Making Common Core Mathematics Accessible for Students with Significant Cognitive Disabilities
2. Teaching and Reaching All students in a Moderate to Severe Classroom; and
3. Integrating Augmentative & Alternative Communication (AAC) into the Core Curriculum.

**RECOMMENDATION:**

Approve the agreement with Educational Equity For All to provide staff development for Special Education Teachers for school year 2019-2020 at a cost up to \$1,600.00 from the Special Education fund.

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**LCAP GOAL AND ACTION/SERVICE:**

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed MS

Financial Implications?

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

Requisition #

Yes     No

Yes     No

**\$1,600.00**  
(Amount)

**Special Education**  
(Name of funding source and/or location)

**--**  
(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 7<sup>th</sup> day of June 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Educational Equity for All  
Company/Consultant

(909) 964-5057  
Telephone Number

101 W Mission Blvd-110-292, Pomona, CA 91766  
Address

www.educationalequity4all.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, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

# 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. **District waives \_\_\_\_\_**
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **District waives \_\_\_\_\_**
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives \_\_\_\_\_**
4. **Professional Liability (Errors and Omissions):** Insurance 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)* **District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives \_\_\_\_\_**

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

### Additional Insured Status - 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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

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

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

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

4350 Otay Mesa Road, San Ysidro, CA 92173

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

<b>CONSULTANT:</b>	<b>Educational Equity For All</b>	
Name:	Tana Donaghy	
Title:	Company President	
Address:	101 W Mission Blvd, Ste. 110-292	
City/State/Zip Code:	Pomona, CA 91766	
Telephone:	909-964-5057	
Email:	Misstanad@gmail.com	

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

**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

Educational Equity For All

San Ysidro School District

Firm Name

Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

Tana Donaghy

Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

Phone Number: (909) 964-5057

\_\_\_\_\_  
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

Consultant will be providing professional development to Special Day Class Moderate to Severe Teachers covering the following topics:

1. Making Common Core Mathematics Accessible for Students with Significant Cognitive Disabilities;
2. Differentiation/Universal Design for Learning; and
3. Integrating AAC into the Core Curriculum

Total Not to Exceed Cost: \$1,600.00 is for one day professional development, travel and material costs.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:** Educational Services  
Manuela Colom, Executive Director

**INITIAL:** MC  
 Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2019-2020 ASES PROGRAM

**BACKGROUND INFORMATION:**

This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County and the San Ysidro School District to implement the After-School Education & Safety (ASES) Program. Base and supplemental funds have been applied to the YMCA to implement a Summer Program and to provide safe, academically enriching before and after school programs to district students. Services will be provided at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar and Ocean View Hills Schools.

**RECOMMENDATION:**

Approve the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites for fiscal year 2019-20 at a cost of \$787,368.67 from the After-School Education and Safety (ASES) grant.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 2: Safety, Climate and Student Engagement – Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: MC

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$787,368.67 (Amount)
--------------------------

ASES Fund (Name of funding source and/or location)
---

-- (Funding account number)
--------------------------------

Recommended for:     Approval     Denial

Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

## MEMORANDUM OF AGREEMENT

### After School Education & Safety (ASES) Base and Supplemental YMCA of San Diego County 2019-2020-Contract for Services

This Agreement is to provide summer program services, before school program services, and after school program services through the After School Education and Safety Program (ASES) is entered into this 1st day of July, 2019 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

#### 1. General Conditions:

##### **ASES Program Hours of Operation and Attendance Requirements:**

1. The Supplemental Program will operate 4.5 hours for at least 20 days.
2. Additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
3. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
4. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
5. Elementary students should participate every day the after school component operates.
6. Establish a local policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
7. Establish a policy for late arrival of those students attending the ASES Before School Program. This late arrival policy should include parental permission stating the dates, times, and reasons for the late arrival.
8. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:
  - i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
  - ii. The CDE shall adjust the grant level of any school within the program that is under 85% of its targeted attendance level in each of two consecutive years.
  - iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate. **14E.7**

Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.

**2. Web-Based Attendance and Daily Attendance Accountability Requirements:**

1. The YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* ([www.youthservices.net/sandiego](http://www.youthservices.net/sandiego)) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the “Automated Card Scanning” capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. YMCA of San Diego County will use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. YMCA of San Diego County will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

**3. Staffing Requirements:**

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1.
2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the San Ysidro School District. Any testing sites in San Diego County is acceptable.
3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are Livescan screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

**4. State Mandated Data and Evaluation Requirements:**

1. YMCA will collaborate with San Ysidro School District and SDCOE to disseminate statewide evaluation process as determined by the CDE.
2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
3. Both San Ysidro School District and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
4. San Ysidro School District will share evaluation data reports with YMCA of San Diego County to use for a quality improvement plan.

## **5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:**

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7.
3. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.
4. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily ASES reimbursement rate is increased by the California Department of Education during the term of contracted services. The current ASES reimbursement rate is \$8.19 per student/per day for the PM Program and \$5.46 per student/per day for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in contract year.

## **6. Federal Program Monitoring and Annual Program Audit Guidelines.**

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.

## **7. 85/15 Grant Budget Restrictions**

1. The San Diego County Office of Education shall retain 2.0% or \$16,576.18 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3.0% or \$24,864.27 of total grant funds for direct administrative costs.
3. The YMCA must expend at least 85% or \$704,487.75 of total grant funding in direct services for pupils.
4. No more than 5% or \$41,440.46 of direct administrative costs shall be expended by YMCA.
5. The YMCA of San Diego County shall receive up to 5% or \$41,440.46 for indirect costs.

## **8. Program Matching Funding Requirements.**

1. Program must provide local funds totaling no less than one-third of the grant amount.
2. San Ysidro School District will provide matching funds for facilities and space usage not to exceed 25% of total match requirement.
3. YMCA of San Diego County shall contribute 10% of total match requirement

**14E.7**

4. State categorical funds for remedial education activities may not be used to fulfill match requirements.

## **9. Additional ASES Program Operation Requirements.**

1. Both San Ysidro School District and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Designated program coordinator will apply 75% of their scheduled time to be within the San Ysidro School District and school sites to provide a direct and first line of response between parent, students and school sites.
4. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
5. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet the needs of the San Ysidro School District.
6. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
7. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
8. San Ysidro School District shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
9. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
10. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
11. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
12. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
13. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy.
14. Each ASES funded site will be responsible for the development of a 2019-20 After School Program Plan as part of the San Diego ASES Program Consortium.
15. San Ysidro School District and YMCA administration will review the ASES Program Plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
16. Each site ASES Program plan will identify 2019-20 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
17. Ensure that ASES staff attends District and SDCOE training opportunities designed to maximize program effectiveness.

18. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
19. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
20. San Ysidro School District and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA of San Diego County by San Ysidro School District shall include at least 30 days' notice unless otherwise agreed upon by both parties.

#### **10. Terms and Conditions of the Grant Award**

1. YMCA of San Diego County will make reports to San Ysidro School District as necessary to enable San Ysidro School District to perform its duties and will maintain such records and provide access to those records as San Ysidro School District deems necessary. The school and YMCA of San Diego County shall maintain such records for at least five years after the completion of the activities for which the funds are used.
2. YMCA of San Diego County will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public (California Public Records Act, Government Code Section 6250 et seq.)
3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including but not limited to, the Education Code of the State of California.
5. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA of San Diego County shall provide financial expenses monthly to San Ysidro School District.
7. San Ysidro School District shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) to the San Diego County Office of Education.

**This award is made contingent upon the availability of funds. If the Legislature takes action to reduce, increase, or defer the funding upon which this award is based, then this award will be amended accordingly.**

#### **PERIOD OF AGREEMENT**

According to the terms of the After School Education & Safety (ASES) Program, the term of this Agreement shall be July 1, 2019 through June 30, 2020.

#### **11. COMPENSATION/COSTS AND PAYMENT SCHEDULE**

Annual total contract amount up to \*\$787,368.67 to YMCA of San Diego County.

YMCA of San Diego County shall submit to San Ysidro School District itemized invoices which indicate work completed by YMCA for ASES only. The 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 MOA. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement. The YMCA of San Diego County will inform San Ysidro School district one it has expended 75% of allocated ASES funds for San Ysidro Middle and Willow Elementary. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement

**Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2020 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid to YMCA of San Diego County if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.**

**12. YMCA OF SAN DIEGO COUNTY & SAN YSIDRO SCHOOL DISTRICT PROGRAM CONTACT PERSONS:**

YMCA of San Diego County Contact:

Steve Hensel  
YMCA of San Diego County  
Executive Director  
3333 Camino Del Rio South Suite 110  
San Diego, CA 92108  
619-521-3055 x 2620

San Ysidro School District Contact:

Omar Calleros  
San Ysidro School District  
Coordinator, Full Service Community Schools  
4350 Otay Mesa Rd.  
San Ysidro, CA 92173  
619-428-4476 x 3086

**13. CONFIDENTIALITY**

1. All communications and information obtained by YMCA of San Diego County from San Ysidro School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of San Ysidro School District, YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the San Ysidro School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from San Ysidro School District for any purpose other than the performance of this agreement without San Ysidro School District's written prior consent.
2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to San Ysidro School District all written materials constituting or incorporating any communications or information obtained from the San Ysidro School District. Upon San Ysidro School District specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.

The San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School District.

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

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

- Pupil records obtained by the YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
  - In the event of an unauthorized disclosure of a pupil's records, the YMCA 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.
  - YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
  - YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this Professional Services Agreement.
  - District agrees to work with the YMCA to ensure compliance with FERPA.
  - The YMCA 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 do not include 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.
4. YMCA of San Diego County's obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by San Ysidro School District hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

Likewise, San Ysidro School District obligation of confidence with respect to information submitted or disclosed to San Ysidro School District by YMCA of San Diego County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

#### **14. CONFIDENTIALITY OF SERVICES**

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the YMCA of San Diego County. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA of San Diego County is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the San Ysidro School District.

YMCA of San Diego County agrees to all of the following:

- a. YMCA shall not disclose private information obtained from the San Ysidro School District in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:
  - i. The disclosure is authorized by this Agreement;
  - ii. The YMCA received advance written approval from the San Ysidro School District to disclose the information; or
  - iii. The disclosure is required by law or judicial order and in accordance with AB163
- b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- c. Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the San Ysidro School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

#### **15. TERMINATION FOR CONVENIENCE**

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time for either party's convenience.
2. If the termination is for the convenience of the San Ysidro School District, upon receipt of 60 days' notice, YMCA of San Diego County shall:
  - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
  - (2) Deliver to San Ysidro School District all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

YMCA of San Diego County shall submit a final invoice within 60 days of termination and upon approval the San Ysidro School District shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.

3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of San Ysidro School District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

## **16. TERMINATION FOR DEFAULT**

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure to fulfill its contractual obligations.
2. If this agreement is terminated by the San Ysidro School District, upon receipt of such notice, YMCA of San Diego County shall:
  - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
  - (2) Deliver to San Ysidro School District all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.
3. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual obligations, San Ysidro School District may take over the services and complete the services by contract or otherwise.

## **17. INDEPENDENT CONTRACTOR**

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

## **18. HOLD HARMLESS**

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.

14E.7

## 19. WORKERS' COMPENSATION

YMCA of San Diego County shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance will be provided, providing for such, or YMCA of San Diego County shall sign and file with San Ysidro School District the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

## 20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, San Ysidro School District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and may terminate this Agreement with 30 days' written notice.

## 21. AUDIT

YMCA of San Diego County agrees to maintain and preserve until five years after termination of the Agreement with San Ysidro School District, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

## 22. INSURANCE REQUIREMENTS

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

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

### **Coverage shall be at least as broad as:**

1. **Commercial General Liability (CGL):** 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.

14E.7

2. **Automobile Liability: \$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.

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

#### Additional Insured Status - Endorsements

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.

YMCA of San Diego County shall file, with the San Ysidro School District, endorsed Certificates of Insurance indicating a thirty-day (30) cancellation notice.

### **23. GOVERNING LAW/VENUE SAN DIEGO**

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.

### **24. COMPLIANCE WITH LAW**

YMCA of San Diego County shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

### **25. FINAL APPROVAL**

This Agreement is of no force or effect until approved by signature by the San Ysidro School District and the YMCA of San Diego County President/CEO.

### **26. TOBACCO-FREE FACILITY**

San Ysidro School District is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

**27. PUPIL SAFETY / SCHOOL SAFETY ACT**

Pupil Safety/School Safety Act: The San Ysidro School District shall determine the YMCA of San Diego County’s level of contact with pupils from the following two (2) choices, by inserting an **X** below:

    The YMCA of San Diego County will have “**limited contact**” with pupils and the Contractor/ Provider may be required to do one or more of the following to protect pupils:

- 1. Prohibit Contractor/Provider’s employees from using student restroom facilities,
- 2. Perform work when school is not in session,
- 3. Provide security patrols or supervision,
- 4. Restrict Contractor/Provider’s employees’ access to site grounds, and/or
- 5. Provide badges or other visible means of Contractor/Provider’s identification.

**X** The YMCA of San Diego County will have “**greater than limited contact**” with pupils and the YMCA of San Diego County shall require their employees, including the employees of any subcontractor who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1.

The YMCA of San Diego County shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

- 1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
- 2. The YMCA of San Diego County has **certified in writing** to the San Ysidro School District that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Date

Steve Hensel

Name (Type or Print)

YMCA of San Diego County

**28. ENTIRE AGREEMENT**

This Agreement represents the entire Agreement and understandings of the parties hereto and no 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 writing duly executed by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN YSIDRO SCHOOL DISTRICT**

**YMCA OF SAN DIEGO COUNTY**

By (Authorized Signature)

By (Authorized Signature)

\_\_\_\_\_  
Marilyn Adrianzen  
Chief Business Official  
San Ysidro School District

\_\_\_\_\_  
Baron Herdelin-Doherty  
President/CEO  
YMCA of San Diego County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board Approved: \_\_\_\_\_

YMCA Federal EIN #: 95-2039198

**Attachment A - ASES & 21st CLCC Breakdown**

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained		Direct Service Costs Retained		Total Amount of Grant Award Retained By Organization	
			(Should not exceed 15% of Total Grant Award including Indirect Costs)		(Should be at least 85% of total Grant Award)			
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	\$0.00	0.00%	\$18,682.18	2.00%	\$0.00	0.00%	\$18,682.18	2.00%
San Ysidro School District	\$0.00	0.00%	\$28,023.27	3.00%	\$0.00	0.00%	\$28,023.27	3.00%
YMCA of San Diego County	\$46,705.46	5.00%	\$46,705.46	5.00%	\$793,992.75	85.00%	\$887,403.66	95.00%
<b>Total Costs Retained</b>	<b>\$46,705.46</b>	<b>5.00%</b>	<b>\$93,410.91</b>	<b>10.00%</b>	<b>\$793,992.75</b>	<b>85.00%</b>	<b>\$934,109.12</b>	<b>100.00%</b>
	<b>ASES</b>	<b>Award Amount:</b>		<b>\$828,809.12</b>				
	<b>21st CCLC</b>	<b>Award Amount:</b>		<b>\$105,300.00</b>				
	<b>ASES/21st CCLC</b>	<b>Total Award Amounts:</b>		<b>\$934,109.12</b>				

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2019-2020 - 21<sup>st</sup> CCLC PROGRAM

**BACKGROUND INFORMATION:**

This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County to implement the 21<sup>st</sup> Century Community Learning Centers (CCLC) Program. Base and 21st CCLC supplemental funds have been applied to the YMCA to implement a Summer Program and to provide safe, academically enriching before and after school programs for students at Willow Elementary and San Ysidro Middle Schools during 2019-2020 school year.

**RECOMMENDATION:**

Approve the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites for fiscal year 2019-20 at a cost of \$100,035.00 from the 21st Century Community Learning Centers grant.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 2: Safety, Climate and Student Engagement – Action 2.9: Continue to provide the After-School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

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

\$100,035.00

21<sup>st</sup> CCLC Fund

--

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**



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

## MEMORANDUM OF AGREEMENT

### 21<sup>st</sup> Century Community Learning Centers (CCLC) Programs Base and Supplemental YMCA of San Diego County 2019-20 Contract for Services

This Agreement is to provide summer program services, before school program services, and after school program services through the 21<sup>st</sup> Century Community Learning Centers (CCLC) is entered into this 1st day of July, 2019 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

#### 1. General Conditions:

##### 21<sup>st</sup> CCLC Program Hours of Operation and Attendance Requirements:

1. Funds are designated for San Ysidro Middle School and Willow Elementary School.
2. The Supplemental Program will begin at 8:00 A.M. and will operate 4.5 hours for at least 20 days.
3. Additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
4. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
5. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
6. Elementary students should participate every day the after school component operates.
7. Establish a local policy for early release of students attending the 21ST CCLC after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
8. Establish a policy for late arrival of those students attending the 21ST CCLC Before School Program. This late arrival policy should include parental permission stating the dates, times, and reasons for the late arrival.
9. Provide supplemental services during designated school breaks, such as but not limited to: Summer, Fall, Winter and Spring. Additional supplemental service dates will be agreed upon with the district. Supplemental services are designated at Willow Elementary and San Ysidro Middle School.
10. To ensure that subsequent 21ST CCLC grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years.

#### 2. Web-Based Attendance and Daily Attendance Accountability Requirements:

1. The YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* ([www.youthservices.net/sandiego](http://www.youthservices.net/sandiego)) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the "Automated Card Scanning" capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with 21ST CCLC Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the 21ST CCLC program.
3. YMCA of San Diego County will use the web-based attendance system card scanning features to ensure that all students are counted for attendance purposes in compliance with EC Section

8483(a)(1) and EC Section 8483(1)(a)(1).

4. YMCA of San Diego County will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

### **3. Staffing Requirements:**

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1.
2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the San Ysidro School District.
3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are Livescan screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

### **4. State Mandated Data and Evaluation Requirements:**

1. YMCA will collaborate with San Ysidro School District and SDCOE to disseminate statewide evaluation process as determined by the CDE.
2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
3. Both San Ysidro School District and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
4. San Ysidro School District will share evaluation data reports with YMCA of San Diego County to use for a quality improvement plan.

### **5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:**

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended 21ST CCLC grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds.
3. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily 21ST CCLC reimbursement rate is increased by the California Department of Education during the term of contracted services. The current 21ST CCLC reimbursement rate is \$7.50 per student/per day for the PM Program and \$5.00 per student/per day for the AM Program. San Y4E.8

shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in contract year.

#### **6. Federal Program Monitoring and Annual Program Audit Guidelines.**

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the 21ST CCLC Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.

#### **7. 85/15 Grant Budget Restrictions**

1. The San Diego County Office of Education shall retain 2% or \$2,106.00 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3% or \$3,159.00 of total grant funds for direct administrative costs.
3. The YMCA must expend at least 85% or \$89,505.00 of total grant funding in direct services for pupils.
4. No more than 5% or \$5,265.00 of direct administrative costs shall be expended by YMCA.
5. The YMCA of San Diego County shall receive up to 5% or \$5,265.00 for indirect costs.

#### **8. Program Matching Funding Requirements.**

1. Program must provide local funds totaling no less than one-third of the grant amount.
2. San Ysidro School District will provide matching funds for facilities and space usage not to exceed 25% or \$8687.25 of total match requirement.
3. YMCA of San Diego County shall contribute 10% or \$3474.9
4. State categorical funds for remedial education activities may not be used to fulfill match requirements.

#### **9. Additional 21ST CCLC Program Operation Requirements.**

1. Both San Ysidro School District and YMCA shall each designate an 21st CCLC Contact person.
2. Ensure the designated 21<sup>st</sup> CLCC Contact(s) attends the scheduled 21<sup>st</sup> CLCC District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Designated program coordinator will apply 75% of their scheduled time to be within the San Ysidro School District and school sites to provide a direct and first line of response between parent, students and school sites.
4. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
5. The program will have an educational enrichment element that may include, but not limited to, STEM, sports, visual and performing arts (dance), service learning, and youth development.

activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet the needs of the San Ysidro School District.

6. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
7. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
8. San Ysidro School District shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
9. Provide information regarding the 21ST CCLC Program in a form and language that is easily understandable to all parents.
10. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
11. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
12. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
13. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy.
14. Each 21ST CCLC funded site will be responsible for the development of a 2019-20 After School Program Plan as part of the San Diego 21ST CCLC Program Consortium.
15. San Ysidro School District and YMCA administration will review the 21ST CCLC Program Plan annually and provide updates and/or revisions based on 21ST CCLC program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
16. Each site 21ST CCLC Program plan will identify 2019-20 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
17. Ensure that 21ST CCLC staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
18. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
19. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
20. San Ysidro School District and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA of San Diego County by San Ysidro School District shall include at least 30 days' notice unless otherwise agreed upon by both parties.

## **10. Terms and Conditions of the Grant Award**

1. YMCA of San Diego County will make reports to San Ysidro School District as necessary to enable San Ysidro School District to perform its duties and will maintain such records and provide access to those records as San Ysidro School District deems necessary. The school and YMCA of San Diego County shall maintain such records for at least five years after the

completion of the activities for which the funds are used.

2. YMCA of San Diego County will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public (California Public Records Act, Government Code Section 6250 et seq.)
3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including but not limited to, the Education Code of the State of California.
5. If a program participant receives state funds to operate 21ST CCLC in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA of San Diego County shall provide financial expenses monthly to San Ysidro School District.
7. San Ysidro School District shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) to the San Diego County Office of Education.

**This award is made contingent upon the availability of funds. If the Legislature takes action to reduce, increase, or defer the funding upon which this award is based, then this award will be amended accordingly.**

## **PERIOD OF AGREEMENT**

According to the terms of the 21<sup>st</sup> Century Community Learning Centers (21ST CCLC) Program, the term of this Agreement shall be July 1, 2019 through June 30, 2020.

## **11. COMPENSATION/COSTS AND PAYMENT SCHEDULE**

Annual total contract amount up to **\*\$100,035.00** to YMCA of San Diego County.

YMCA of San Diego County shall submit to San Ysidro School District itemized invoices which indicate work completed by YMCA for 21<sup>st</sup> Century Community Learning Centers exclusively upon exhausted 85% of 21<sup>st</sup> CLCC funding for San Ysidro Middle and Willow Elementary School. The 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 MOA. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement.

**Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2020 final expenditure deadline for all 21ST CCLC grant funds as determined by CDE. 3) Any 21ST CCLC program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended 21ST CCLC funding will be paid to YMCA of San Diego County if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.**

14E.8

**12. YMCA OF SAN DIEGO COUNTY & SAN YSIDRO SCHOOL DISTRICT PROGRAM CONTACT PERSONS:**

YMCA of San Diego County Contact:

Steve Hensel  
YMCA of San Diego County  
Executive Director  
3333 Camino Del Rio South Suite 110  
San Diego, CA 92108  
619-521-3055 x 2620

San Ysidro School District Contact:

Omar Calleros  
San Ysidro School District  
Coordinator, Full Service Community Schools  
4350 Otay Mesa Rd.  
San Ysidro, CA 92173  
619-428-4476 x 3086

**13. CONFIDENTIALITY**

1. All communications and information obtained by YMCA of San Diego County from San Ysidro School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of San Ysidro School District, YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the San Ysidro School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from San Ysidro School District for any purpose other than the performance of this agreement without San Ysidro School District's written prior consent.
2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to San Ysidro School District all written materials constituting or incorporating any communications or information obtained from the San Ysidro School District. Upon San Ysidro School District's specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.

San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School District.

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

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the se

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 YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
  - In the event of an unauthorized disclosure of a pupil's records, the YMCA 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.
  - YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
  - YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this Professional Services Agreement.
  - District agrees to work with the YMCA to ensure compliance with FERPA.
  - The YMCA 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 do not include 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.
4. YMCA of San Diego County's obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by San Ysidro School District hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

Likewise, San Ysidro School District obligation of confidence with respect to information submitted or disclosed to San Ysidro School District by YMCA of San Diego County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

#### **14. CONFIDENTIALITY OF SERVICES**

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the YMCA of San Diego County. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA of San Diego County is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the San Ysidro School District.

YMCA of San Diego County agrees to all of the following:

- a. YMCA shall not disclose private information obtained from the San Ysidro School District in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:
  - i. The disclosure is authorized by this Agreement;
  - ii. The YMCA received advance written approval from the San Ysidro School District to disclose the information; or
  - iii. The disclosure is required by law or judicial order and in accordance with AB163
- b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- c. Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the San Ysidro School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

#### **15. TERMINATION FOR CONVENIENCE**

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time for either party's convenience.
2. If the termination is for the convenience of the San Ysidro School District, upon receipt of 60 days' notice, YMCA of San Diego County shall:
  - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
  - (2) Deliver to San Ysidro School District all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

YMCA of San Diego County shall submit a final invoice within 60 days of termination and upon approval the San Ysidro School District shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.

3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of San Ysidro School District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

## **16. TERMINATION FOR DEFAULT**

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure to fulfill its contractual obligations.
2. If this agreement is terminated by the San Ysidro School District, upon receipt of such notice, YMCA of San Diego County shall:
  - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
  - (2) Deliver to San Ysidro School District all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.
3. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual obligations, San Ysidro School District may take over the services and complete the services by contract or otherwise.

## **17. INDEPENDENT CONTRACTOR**

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

## **18. HOLD HARMLESS**

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.

## **19. WORKERS' COMPENSATION**

YMCA of San Diego County shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance will be provided, providing for such, or YMCA of San Diego County shall sign and file with San Ysidro School District the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

**14E.8**

## 20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, San Ysidro School District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and may terminate this Agreement with 30 days' written notice.

## 21. AUDIT

YMCA of San Diego County agrees to maintain and preserve until five years after termination of the Agreement with San Ysidro School District, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

## 22. INSURANCE REQUIREMENTS

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

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

### **Coverage shall be at least as broad as:**

1. **Commercial General Liability (CGL):** 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. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
2. **Automobile Liability: \$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.

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

### Additional Insured Status - Endorsements

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.

YMCA of San Diego County shall file, with the San Ysidro School District, endorsed Certificates of Insurance indicating a thirty-day (30) cancellation notice.

### **23. GOVERNING LAW/VENUE SAN DIEGO**

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.

### **24. COMPLIANCE WITH LAW**

YMCA of San Diego County shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

### **25. FINAL APPROVAL**

This Agreement is of no force or effect until approved by signature by the authorized representatives of the San Ysidro School District and the YMCA of San Diego County President/CEO.

### **26. TOBACCO-FREE FACILITY**

San Ysidro School District is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

### **27. PUPIL SAFETY / SCHOOL SAFETY ACT**

Pupil Safety/School Safety Act: The San Ysidro School District shall determine the YMCA of San Diego County's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

The YMCA of San Diego County will have **"limited contact"** with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1. Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3. Provide security patrols or supervision,
4. Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

X The YMCA of San Diego County will have “**greater than limited contact**” with pupils and the YMCA of San Diego County shall require their employees, including the employees of any subcontractor who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1.

The YMCA of San Diego County shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The YMCA of San Diego County has **certified in writing** to the San Ysidro School District that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Date

Steve Hensel

Name (Type or Print)

YMCA of San Diego County

**28. ENTIRE AGREEMENT**

This Agreement represents the entire Agreement and understandings of the parties hereto and no 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 writing duly executed by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN YSIDRO SCHOOL DISTRICT**

**YMCA OF SAN DIEGO COUNTY**

By (Authorized Signature)

By (Authorized Signature)

\_\_\_\_\_  
Marilyn Adrianzen  
Chief Business Official  
San Ysidro School District

\_\_\_\_\_  
Baron Herdelin-Doherty  
President/CEO  
YMCA of San Diego County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board Approved: \_\_\_\_\_

YMCA Federal EIN #: 95-2039198

**14E.8**

**Attachment A - ASES & 21st CLCC Breakdown**

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained		Direct Service Costs Retained		Total Amount of Grant Award Retained By Organization	
			(Should not exceed 15% of Total Grant Award including Indirect Costs)		(Should be at least 85% of total Grant Award)			
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	\$0.00	0.00%	\$18,682.18	2.00%	\$0.00	0.00%	\$18,682.18	2.00%
San Ysidro School District	\$0.00	0.00%	\$28,023.27	3.00%	\$0.00	0.00%	\$28,023.27	3.00%
YMCA of San Diego County	\$46,705.46	5.00%	\$46,705.46	5.00%	\$793,992.75	85.00%	\$887,403.66	95.00%
<b>Total Costs Retained</b>	<b>\$46,705.46</b>	<b>5.00%</b>	<b>\$93,410.91</b>	<b>10.00%</b>	<b>\$793,992.75</b>	<b>85.00%</b>	<b>\$934,109.12</b>	<b>100.00%</b>
	<b>ASES</b>	<b>Award Amount:</b>				<b>\$828,809.12</b>		
	<b>21st CCLC</b>	<b>Award Amount:</b>				<b>\$105,300.00</b>		
	<b>ASES/21st CCLC</b>	<b>Total Award Amounts:</b>				<b>\$934,109.12</b>		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:** Educational Services  
Manuela Colom, Executive Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR SUPPLEMENTAL EXTENDED LEARNING SERVICES

**BACKGROUND INFORMATION:**

This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County to implement the 21<sup>st</sup> Century Community Learning Centers (CCLC) Supplemental Program, supported with additional funds from the Pathways Concentration Supplemental fund. 21st CCLC supplemental funds have been applied for YMCA to implement a Summer Program and to provide safe, academically enriching before and after school programs for students at Willow Elementary and San Ysidro Middle Schools during Summer of 2019 (June 17, 2019 - July 12, 2019) and during 2019-2020 school year. 21st CCLC funds will be used primarily and Pathways Concentration Supplemental funds secondary in an amount not to exceed \$30,000.00.

**RECOMMENDATION:**

Approve the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites for fiscal year 2019-20 at a cost not to exceed \$30,000.00 from the 21st Century Community Learning Centers grant and the Pathways Concentration Supplemental fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 2: Safety, Climate and Student Engagement – Action 2.9: Continue to provide the After-School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

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

\$30,000.00

(Amount)

21st CCLC Grant & Pathways Concentration Supplemental

(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 7th day of June, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

YMCA of San Diego County  
Company/Consultant

(619) 521-3055  
Telephone Number

3333 Camino Del Rio South Suite 110, San Diego, CA 92108  
Address

www.ymca.org  
Website

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

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

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

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

**1.2 TERM**

From: June 7, 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, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 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 sub-consultant or employee to commence work until it has provided evidence satisfactory to the District.

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

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

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

### Additional Insured Status - 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 affecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

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

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

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 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

4350 Otay Mesa Road, San Ysidro, CA 92173

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

<b>CONSULTANT:</b>	<b>YMCA of San Diego County</b>
Name:	Steve Hensel
Title:	Executive Director
Address:	3333 Camino Del Rio South Suite 110
City/State/Zip Code:	San Diego, CA 92108
Telephone:	619-521-3055
Email:	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Manuela Colom	Omar Calleros
Title:	Executive Director, Educational Services	Coordinator
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476 x3027	(619) 428-4476 ext 3086
Email:	manuela.colom@sysdschools.org	omar.calleros@sysdschools.org

**6 ENTIRE AGREEMENT:**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

**YMCA of San Diego County**

**San Ysidro School District**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
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: YMCA of San Diego County

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

### 1. 21<sup>st</sup> CCLC & Pathways Concentration Supplemental Program Funds Hours of Operation and Attendance Requirements:

- a. Through the 21<sup>st</sup> CCLC and Pathways concentration supplemental funds, funds are designated for San Ysidro Middle School and Willow Elementary School
- b. The Supplemental Program will begin at 8:00 A.M. and end daily operations at 5:00pm for at least 18 days, from June 17, 2019 - July 12, 2019. Later dates to be determined.
- c. Additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District, such as, but not limited to, Pathways Concentration Supplemental funds.
- d. Provide supplemental services during designated school breaks, such as but not limited to: Summer, Fall, Winter and Spring. Additional supplemental service dates will be agreed upon with the district. Supplemental services are designated at Willow Elementary and San Ysidro Middle School.

### 2. Web-Based Attendance and Daily Attendance Accountability Requirements:

- a. The YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* ([www.youthservices.net/sandiego](http://www.youthservices.net/sandiego)) for daily program attendance entry.
- b. YMCA of San Diego County must fully utilize the "Automated Card Scanning" capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with 21ST CCLC Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the 21ST CCLC program.
- c. YMCA of San Diego County will use the web-based attendance system card scanning features to ensure that all students are counted for attendance purposes in compliance with EC Section 8483(a)(1) and EC Section 8483(1)(a)(1).
- d. YMCA of San Diego County will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
- e. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
- f. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

### 3. Staffing Requirements:

- a. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1.
- b. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the San Ysidro School District.
- c. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
- d. YMCA of San Diego County must certify that all personnel providing services to students are Livescan screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**4. State Mandated Data and Evaluation Requirements:**

- a. YMCA will collaborate with San Ysidro School District and SDCOE to disseminate statewide evaluation process as determined by the CDE.
- b. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
- c. Both San Ysidro School District and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
- d. San Ysidro School District will share evaluation data reports with YMCA of San Diego County to use for a quality improvement plan.

**5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:**

- a. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended 21ST CCLC grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
- b. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7..
- c. Failure to comply with California Education Code 8483.7 shall result in a reduction of the 21ST CCLC grant award during the current fiscal year or in subsequent years of the grant.
- d. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily 21ST CCLC reimbursement rate is increased by the California Department of Education during the term of contracted services. The current 21ST CCLC reimbursement rate is \$7.50 per student/per day for the PM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award if increased or reduced in contract year.
- e. Total compensation for services shall not exceed \$30,000.00.

**Approved by Authorized Representatives:**

**YMCA of San Diego County**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

**San Ysidro School District**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
San Ysidro Middle School  
Maria Rodriguez

**INITIAL:** *CG*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR CAMP FACILITY USE AND APPROVE THE PARTICIPATION IN THE ASSOCIATED STUDENT BODY LEADERSHIP CONFERENCE

**BACKGROUND INFORMATION:**

The CADA organization is offering an Associated Student Body (ASB) Leadership Conference (1 day camp) on Thursday, August 29<sup>th</sup> at the YMCA Camp Surf located in Imperial Beach. Each participating group is required to make their own accommodations and enter into a Facility Use Agreement with YMCA of San Diego for this event.

The purpose of the Associated Student Body (ASB) Leadership Conference is to expose students to leadership activities, workshops, keynote speakers, and events that incorporate the running of a successful ASB. This is a great opportunity for our students to interact with other middle school student leaders. Approximately 40 students and the ASB Advisor from San Ysidro Middle School (SYMS) will be attending this event. Students will be split into groups where they will attend workshops, listen to a motivational speaker, and learn different school activities that can be implemented at SYMS throughout the school year.

**RECOMMENDATION:**

Approve the agreement with YMCA of San Diego County for the Camp Facility Use and approve the participation of approximately 40 students and 1 ASB Teacher Advisor to attend the Associated Student Body (ASB) Leadership Conference to be held on August 29, 2019 at the YMCA Camp Surf located in Imperial Beach at a cost of \$1,600.00 for facility use and \$560.15 for transportation costs to be paid from the ASB fund.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT

2.2 Continue support of ASB at the middle schools.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *ma*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



## YMCA CAMP FACILITY USE AGREEMENT

This Facilities Use Agreement (FUA) is entered into by and between San Ysidro Middle School (User) and YMCA of San Diego County (YMCA), a California non-profit public benefit corporation, for its Camp Surf (Camp). The User desires to use a portion of the Camp from YMCA, subject to the following terms and conditions.

### 1. TERM.

The User desires to use Camp on the date or dates specified on the attached Reservation Form.

### 2. PAYMENT.

The User shall pay YMCA the fee specified on the Reservation Form. The User shall pay YMCA a deposit of fifty (50) percent of the expected number on the Reservation Form. Reservations will automatically be canceled if the deposit and signed FUA are not returned to the YMCA on the projected date or dates as specified on the Reservation Form. All deposits are non-refundable. The User shall pay the final balance upon arrival.

### 3. USE OF CAMP.

User shall use Camp solely for recreational, educational and camping purposes. User agrees not to use Camp or any portion of Camp in any manner or for any purpose that is in any way in violation of any valid law, ordinance, and regulation of any federal, state, county or local governmental agency, body or entity.

### 4. CODE OF CONDUCT.

User shall follow all Camp rules and regulations, including but not limited to, those listed below. User understands that a violation of such rules is grounds for immediate dismissal for the group as a whole.

- (a) The User shall obey all applicable Camp rules and the directions of any YMCA employee in connection with the use of the Camp.
- (b) The User understands that Camp is a shared facility and there may be other groups on site. The User is aware that quiet hours on the Camp occur during the hours of 9pm to 8am and the User agrees to abide by these hours.
- (c) The User shall not bring or allow to be brought any materials or substances onto the Camp that are considered hazardous under any governmental rule or guideline. There will be no firearms, ammunition, flammable liquids, explosives, poisonous substances, or hand and power tools allowed at Camp.
- (d) Consumption of alcohol or illegal drugs is strictly prohibited. The following are also strictly prohibited: weapons, pets, open flames inside cabins, and smoking on the premises. Outdoor campfires/smoking are only permitted in approved areas.
- (e) The Camp reserves the right to change cabin assignments and activities, even if prearranged, due to scheduling, maintenance, or weather conditions.
- (f) The User shall leave the Camp in a clean and orderly condition. The User is responsible for cleaning the campsite, cabins, and adjacent ground prior to leaving. Camp shall be restored by the User to the original condition should the User cause any alterations or changes to occur during the time of use.
- (g) Unless otherwise written in this FUA, group leaders, members and participants must adhere to check in and check out times. Buildings and cabins must be vacated at least 1 hour after the last meal to allow for cleaning of the facilities. Additional charges may be incurred if group members arrive early and/or depart late.
- (h) YMCA is not responsible for any lost and/or stolen items.

### 5. GROUP LEADERS.

The User is required to designate at least one adult as the Group Leader. The Group Leader(s) must be certified in basic First Aid and CPR and is responsible for providing all first aid, emergency care and emergency transportation, if necessary, for group members. The Group Leader will also be responsible for possessing and storing all first aid supplies and basic over the counter medications. The Group Leader shall pre-screen all participants for potential health issues and shall take additional precautions in the event that the participants have serious health issues.

The Group Leader shall be responsible for pre-screening and completing background checks on all adult volunteers for their group. Prior to beginning the program, the Group Leader will ensure that each adult has received a copy of the Camp rules and safety information as provided in the Planning Guide. The Planning Guide provides information about the rules and requirements of the programs provided by Camp. The Group Leader shall be responsible for ensuring all group members are in compliance with the Planning Guide. All group leaders, teachers and volunteers are responsible for the supervision and behavior of all group members, at all times.

The Group Leader must ensure all group members, children and adults, attend orientation at the beginning of the camp program. An overall supervision ratio of 1 adult to 8 children is required with a minimum of one adult staying overnight in each cabin. For each camper and staff member under the age of eighteen (18) and not accompanied by a parent or guardian, User shall have a signed consent form authorizing emergency medical treatment.

**6. OCEAN AND WATERFRONT POLICIES.**

The User is responsible for ensuring that all participants attend waterfront orientation before participating in ocean aquatic activities. In cases when participants are unable to attend, the Group Leader must review waterfront rules with all participants. Upon the discretion of the YMCA, the waterfront may be closed due to unsafe conditions, contamination from runoff, or high levels of pollution. The YMCA is not responsible for these circumstances, thus the User agrees that the YMCA is not required to reschedule or refund the User. The User shall ensure that participants stay out of dune area and off the lifeguard towers at all times. Fiberglass surfboards are prohibited within flagged areas.

**7. DAMAGE LIABILITY.**

YMCA desires to be protected against loss by reason of the use and occupancy of its camp, beyond wear and tear, by the User or any person who was on or using Camp at the invitation of the User or under the User's direction.

YMCA will invoice the User for any damage caused by the User, its employees, participants or representatives during the term of this FUA.

**8. INDEMNIFICATION.**

Except for YMCA's gross negligence or willful misconduct, the User shall defend, indemnify and hold the YMCA, its officers, directors and employees, harmless from all claims, liability, loss or damages from any cause that may arise from the use of the YMCA's facilities by the User, its employees, representatives or invitees.

**9. CERTIFICATE OF INSURANCE.**

The User shall provide Commercial General Liability Insurance in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage, and shall name "YMCA of San Diego County" as an additional insured. Such insurance shall be primary and noncontributing with any other insurance in effect for the YMCA. A Certificate of Insurance and Additional Insured endorsement showing proof of such coverage shall be given to the YMCA one (1) month prior to the commencement of any camp use.

**10. RELEASE.**

Except for YMCA's gross negligence or willful misconduct I release the YMCA, its directors, officers, employees and volunteers (collectively "Releasees") from all liability to me for any loss or damage to property or injury or death to person, whether said damage or injury results from conditions arising upon the YMCA facilities or arising out of or in connection with YMCA programs or activities. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant or user of the YMCA premises or participant in YMCA programs or activities. I assume full responsibility for, and risk of, bodily injury, death or property damage except if caused or due to the gross negligence or willful misconduct of the YMCA.

**11. MISCELLANEOUS.**

This FUA is specific to the User and is not transferable or assignable, in whole or in part, to any other person or entity. This FUA together with the Reservation Form contains the entire agreement between the parties, superseding all prior and contemporaneous agreements, representations and promises, whether oral or in writing. The agreement is subject to the laws of the State of California. The parties agree not to modify or amend this agreement, unless in writing and signed by both of the Parties. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

**I have read, understand and will meet the terms, payment schedule and minimum total financial obligation outlined in this Facility Use Agreement. I will advise all group members of these terms and conditions. I am an authorized representative of the above organization and am making a commitment on their behalf to fulfill the terms and conditions of this agreement**

Authorized Representative (Over 21 years of age):

Print Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date : \_\_\_\_\_

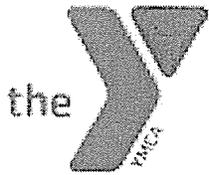
Group Name: San Ysidro Middle School

Group ID: 4282

Agreement Written by: Clayton Jones, cjones@ymca.org

5/8/2019

YMCA CAMP SURF  
560 Silver Strand Blvd.  
Imperial Beach, CA 91932  
Phone: 619-423-5850  
Fax: 619-423-4141  
Web: camp.ymca.org



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## YMCA OVERNIGHT CAMPS - Reservation Form

Camp Marston | Camp Surf | Raintree Ranch

### ORGANIZATION INFO

**Org Name:** San Ysidro School District  
**Org Address:** 4350 Otay Mesa Road, San Ysidro, Ca, 92173  
**Org Phone:** 619.428.4476

### GROUP INFO

**Group Name:** San Ysidro Middle School **Site:** Surf  
**Group Type:** Leadership **Reservation ID:** 4282  
**Reg. Date:** 5/8/2019

**Group Leader:** Maria Preciado  
**Address:** 4350 Otay Mesa Road, San Ysidro, Ca, 92173  
**Home Phone:** **Work Phone:** 619.428.4476 x 3255  
**Cell Phone:** **Fax:**  
**E-Mail:** maria.preciado@sysdschools.org

### DATES / TIMES

**Arrival Date:** Thu, Aug 29, 2019 **Arrival Time:** 9:00 am  
**Departure Date:** Thu, Aug 29, 2019 **Departure Time:** 5:00 pm  
**First Meal:** Lunch **Last Meal:** Lunch

### FINANCIAL EXPECTATIONS

**Rate Per Person:** \$40.00  
**Expected #:** 40

<b>Estimated Total:</b> \$1,600.00	<b>Deposit Amount</b> \$800.00	<b>Deposit Due</b> Jun 15, 2019
------------------------------------	--------------------------------	---------------------------------

- Final balance is due upon arrival at camp
- All deposits are non-refundable; reservations will automatically be cancelled if deposit and signed agreement are not returned by the due date. Deposit = 50% of Estimated Total.
- Minimum guarantee is based on 75% of expected attendance or 20 less, whichever is larger.  
**Your minimum number of guests (regardless of attendance) is:** 30  
**Your Minimum Financial Commitment is:** \$1,200.00

### NOTES

**User Agreement Notes:** One day Leadership Development group with lunch included. Chaperones no charge.

**Agreement Written by:** Clayton Jones, cjones@ymca.org

**Initial Here:**



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
San Ysidro Middle School  
Maria Rodriguez

**INITIAL:** *CR*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH A-MOTIVATIONAL COMMUNICATIONS AND CONSULTING

**BACKGROUND INFORMATION:**

Mr. Alex Montoya, of A-Motivational Communications and Consulting is an international speaker with a message applicable to corporations, schools, organizations and more. He is a motivational author, writing coach and has published motivational/self-help books. He holds degrees from the University of Notre Dame and the University of San Francisco and completed a certification program on Personal Development from the Harvard University. He puts that experience to work by assisting students to craft their story into essays for college admissions.

Mr. Montoya will be conducting a workshop for ASB students and two assemblies for all students to participate. This event is scheduled on Monday, July 22, 2019 at the San Ysidro Middle School.

**RECOMMENDATION:**

Approve the agreement with A-Motivational Communications and Consulting for Mr. Alex Montoya to provide a presentation/assembly for students at the San Ysidro Middle School on July 22, 2019 at a cost of \$1,000.00 from the ASB fund.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT

2.2 Continue support of ASB at the middle schools.

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: *MR*

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

## SERVICE AGREEMENT FOR GUEST SPEAKER

A-Motivational Communications and Consulting/Alex Montoya (SPEAKER) and San Ysidro School District (DISTRICT), mutually agree to the following:

### 1. Purpose:

Motivational presentation for San Ysidro Middle School students. The goal would be to motivate students and remind them that regardless of their challenges they can achieve anything in life.

### 2. Scope of Services:

SPEAKER will present at two assemblies (one per grade level). Date of event is scheduled for Monday, July 22, 2019 at the San Ysidro Middle School. SPEAKER will be available before the event for any requested correspondence and/or meeting to properly understand DISTRICT's requests, expectations, content and behavior. A presentation outline will be provided to DISTRICT before the event.

On the day of the event, SPEAKER will be available to stay on premises for as long as DISTRICT requests. A book signing session, with no time limitation is included but optional.

DISTRICT will provide a disabled-accessible venue, hands-free microphone and bottled water with a straw. DISTRICT will provide one (1) table and (2) chairs for book signing session, if warranted.

### 3. Compensation:

DISTRICT will pay SPEAKER a not to exceed amount of \$1,000.00. The District is not responsible for any other expenses.

Payment will be made upon submittal of invoice and IRS Form W-9 to the Business Services Department for processing of payment. If SPEAKER is from out of state, additional documentation may be required.

### 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 – **Exhibit A**

These two (2) forms are part of this Agreement.

6. Termination:

This contract may be terminated at no cost to either party upon 15 days advance written notice prior to the date of event stated in Section 2, above or due to

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.

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

A-MOTIVATIONAL COMMUNICATIONS AND CONSULTING

GUEST SPEAKER – ALEX MONTOYA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Alex Montoya

1041 Market Street #395, San Diego, CA 92101

(619) 929-6000 alex@alexmontoya.org www.alexmontoya.org

SAN YSIDRO SCHOOL DISTRICT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official

4350 Otay Mesa Road, San Ysidro, CA 92173

(619) 428-4476

Board approved: \_\_\_\_\_

SYSD CONTACT PERSONS:

Maria Rodriguez

Principal, SYMS

(619) 428-4476 ext. 3297

maria.rodriguez@sysdschools.org

Maria Preciado

ASB Teacher/Advisor

(619) 428-4476 x3255

Maria.preciado@sysdschools.org

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, A-Motivational Communications and Consulting/Alex Montoya also referred to as Contractor/Consultant and/or their 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  
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:

\_\_\_\_\_*(initials)* 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.

\_\_\_\_\_*(initials)* 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.

\_\_\_\_\_*(initials)* 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.

\_\_\_\_\_*(initials)* 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.

\_\_\_\_\_*(initials)* 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/Mobile: (\_\_\_\_\_) \_\_\_\_\_

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  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

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

**INITIAL:** *CLB*  
 Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE

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**BACKGROUND INFORMATION:**

The Jewish Family Service of San Diego wishes to continue to collaborate with the District to enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract (SD County Agreement 553898) "Triple P" Positive Parenting Program. This free program is evidence-based and is presented as a three seminar series by certified, experienced, and well trained speakers and educators. The District would like to continue this collaboration with the Jewish Family Service of San Diego for school year 2019-20.

**RECOMMENDATION:**

Approve the Memorandum of Understanding with the Jewish Family Service to provide the "Triple P" Positive Parenting Program to children and families of the District during school year 2019-20 at no cost to the District.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *Mu*

Financial Implications?

Yes     No

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

Yes     No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

(Funding account number)

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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 **JEWISH FAMILY SERVICE** and **SAN YSIDRO SCHOOL DISTRICT**

Parties: This Memorandum of Understanding is between Jewish Family Service [JFS] and SAN YSIDRO SCHOOL DISTRICT.

Purpose: To establish a collaborative relationship between Jewish Family Service and SAN YSIDRO SCHOOL DISTRICT that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 553898] "Triple P" Positive Parenting Program.

Responsibilities of Parties: In order to achieve the purpose set out above, the parties will perform the following activities:

### **Jewish Family Service will:**

- JFS will partner with SAN YSIDRO SCHOOL DISTRICT to provide services through the Positive Parenting Program to children and families at the school.
- JFS will provide the following services to each school site that chooses to host the program:
  - three parent education seminars using the evidence-based "Triple P" curriculum to interested SAN YSIDRO SCHOOL DISTRICT parents and staff of children from the school.
- JFS will provide incentives and program materials to participants.
- JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.

### **SAN YSIDRO SCHOOL DISTRICT will:**

- SAN YSIDRO SCHOOL DISTRICT school sites will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers.
- SAN YSIDRO SCHOOL DISTRICT school sites that choose to host the Positive Parenting Program will provide adequate space for the Seminars and distribute information regarding the program to parents and staff.
- SAN YSIDRO SCHOOL DISTRICT will work closely with JFS ensure that the program reaches and serves as many people as possible at the schools that request the Triple P program.

*If requested:*

- JFS will provide child supervision, with caregivers who have cleared a criminal background check and tested negative for TB.

OR

- JFS will reimburse SAN YSIDRO SCHOOL DISTRICT for qualified employees (with a clear TB test and background check) no more than \$15 per hour (not to exceed a total of \$250 per person) to provide supervision during child activity groups.
  - SAN YSIDRO SCHOOL DISTRICT will comply with standard California and Federal labor regulations, including worker's compensation and payroll taxes when providing qualified employees for child supervision.
  - SAN YSIDRO SCHOOL DISTRICT will provide an invoice for child supervision to the JFS Positive Parenting Program Manager at the completion of the class, not later than 30 days after completing the service.

General Terms of the Agreement: Both Jewish Family Service Positive Parenting Program and SAN YSIDRO SCHOOL DISTRICT agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality and agree to indemnify, defend and hold harmless each other against any and all potential penalties incurred in the event that they violate any portion of this agreement. This agreement does not create a legal partnership or contract between the parties. No religious or faith based information will be disseminated or promoted through the programs and services offered under this Agreement.

**The term of this agreement is July 1, 2019 to June 30, 2020.**

*JEWISH FAMILY SERVICE*

*SAN YSIDRO SCHOOL DISTRICT*

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Lea Bush, MSW/MPA

Name: Marilyn Adrianzen

Title: Senior Director of Family & Community Services

Title: Chief Business Official

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board approved: \_\_\_\_\_

For further information, please contact:

Autumn Weidman (858) 637-3021  
8804 Balboa Avenue  
San Diego, CA 92123

District Address:

4350 Otay Mesa Road  
San Ysidro, CA 92173  
(619) 428-4476

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

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

**INITIAL:** *Cy*  
 Informational  
 Action

**AGENDA ITEM:** AMENDMENT NO. 2 TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AGREEMENT FOR VISION & HEARING SCREENING SERVICES

---

**BACKGROUND INFORMATION:**

The Regents of the University of California have been providing vision screening services to the students of the San Ysidro School District for several years. The District recognizes the importance of students' physical and emotional health and its relationship to learning. The District believes in the value of maintaining the quality of school health services offered to students and their families. The Regents of the University of California through their School of Medicine, Department of Ophthalmology will be providing these services at a minimal cost to the District.

The University provides vision examinations, prescription for glasses and corrective lenses as needed, and glasses at no charge for children referred to the Eye Mobile, assistance with program evaluation; and advise to District personnel on the need for referral of children for ongoing ophthalmologic care. This Amendment extends the Term of Agreement through June 30, 2020.

**RECOMMENDATION:**

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

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *MW*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$19.50/student

(Amount)

Preschool & Child Development

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*

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

SECOND AMENDMENT TO THE AGREEMENT  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
SAN YSIDRO SCHOOL DISTRICT  
CONCERNING VISION AND HEARING SCREENING SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT amends that certain Agreement between The Regents of the University of California on behalf of the University of California, San Diego School of Medicine, Department of Ophthalmology ("UNIVERSITY") and San Ysidro School District, a political subdivision of San Diego County, California ("DISTRICT") executed on January 26, 2018 and first amended June 22, 2018.

The parties agree to amend the Agreement as follows:

Subsection 9.1 Term of Agreement. The term of the Agreement is extended through June 30, 2020.

Except as specifically herein amended, the Agreement will remain in full force and effect.

The parties have executed this Second Amendment as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
on behalf of the University of California San Diego, School of Medicine,  
Department of Ophthalmology

By: Gene Hasegawa  
Chief Operating Officer  
UC San Diego Health Sciences

5/28/19  
Date

SAN YSIDRO SCHOOL DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *MC*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT PROJECT LEAD THE WAY– EXTENDING TERM TO 2019-20

**BACKGROUND INFORMATION:**

Project Lead The Way (PLTW) provides transformative learning experiences for K-12 students and teachers across the United States. PLTW creates an engaging, hands-on classroom environment and empower students to develop in-demand knowledge and skills they need to thrive.

Project Lead The Way offers different programs and our District has been participating on the following:

- *Launch Program:* For students grades Kinder through 5<sup>th</sup> – This program empowers students to adopt a design-thinking mindset through compelling activities, projects, and problems that build upon each other and relate to the world around them. And as students engage in hands-on activities in computer science, engineering, and biomedical science, they become creative, collaborative problem solvers ready to take on any challenge.
- *Gateway Program:* For grades 6<sup>th</sup> through 8<sup>th</sup> - Through explorations of coding and robotics, flight and space, and DNA and crime scene analysis, the *Gateway Program* fuels students’ passion for discovery. As they engage in hands-on, collaborative problem solving focused on real-world challenges, students use and stretch their imaginations in brand-new ways and connect their learning to life.

On April 12, 2018, the Governing Board approved the agreement with PLTW to continue with the *Gateway* and *Launch* Programs at all school sites at a cost of \$750.00 for each site. The District would like to exercise the automatic renewal option to extend the term of the agreement for 2019-20.

**RECOMMENDATION:**

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

**LCAP GOAL AND ACTION/SERVICE:**

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

<input checked="" type="checkbox"/> <b>Renewal</b>	<input checked="" type="checkbox"/> <b>New</b>	<input type="checkbox"/> <b>Amendment</b>	<input type="checkbox"/> <b>Ratify</b>	<input type="checkbox"/> <b>Other</b>	<b>Business Services Reviewed:</b> <i>MC</i>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Requisition # <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span>	
\$5,250.00 (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*  
\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Secretary to the Board



## Terms and Conditions

These terms and conditions outlined in this agreement ("Agreement") are between San Ysidro District, located in CA, (the "Program Participant") and PROJECT LEAD THE WAY, INC., a New York charitable not-for-profit corporation ("PLTW").

PLTW has established a comprehensive education program (the "Program"), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by

PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms. The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. Current participation fees are set forth in the Participation Form. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for

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participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as “equipment”) that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety

training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment (“EOC Assessments”) provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as “data”). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student's estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction.

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Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant's control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable

information by contacting the PLTW Solutions Center team;

- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and
- (12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as "materials"). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing

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instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way, PLTW*, the PLTW "atom" logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program's distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW's marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW's trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements

between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. **Representations of the Program Participant.**

(a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act

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(CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. **Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. **Term: Annual Renewal of Agreement.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's

fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:

San Ysidro District  
4350 Otay Mesa Rd.  
San Ysidro, CA 92173

If to PLTW:

Project Lead The Way, Inc.  
Attn: Program Agreements  
3939 Priority Way South Drive,  
Suite 400  
Indianapolis, IN 46240  
ph: 877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is

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signed by the last party to sign it (as indicated by the date associated with that party's signature).

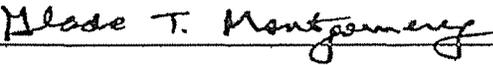
Each party is signing this Agreement on the date stated opposite that party's signature.

Date: 04-13-18

Board approved: 04-12-18

By:   
Peter Wong, Interim Chief Business Official  
Program Participant or its legally authorized designee

Date: April 5, 2018

By:   
Glade Montgomery  
Senior Vice President and Chief of Staff

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# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis IN 46240-3821

Date 5/1/2019  
 Invoice # 173323  
 Terms Net 30  
 Due Date 8/31/2019  
 PO #  
 Ship Date

**Bill To**  
 Attn: Accounts Payable  
 San Ysidro School District  
 4350 Otay Mesa Rd.  
 San Ysidro CA 92173

**Ship To**  
 San Ysidro Middle School  
 4345 Otay Mesa Road  
 San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	<b>PLTW Gateway Participation-2019/2020</b> PLTW Gateway Participation Fee - 2019/2020 School Year per PLTW Agreement...**Due Date August 31, 2019**	\$750.00	\$750.00

**To pay via EFT/ACH please utilize the following information:**

**Subtotal** \$750.00

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

<b>Total Tax (0%)</b>	\$0.00
<b>Total</b>	\$750.00
<b>Amount Paid</b>	\$0.00
<b>Balance Due</b>	\$750.00



# Invoice

Project Lead The Way  
3939 Priority Way South Dr Ste 400  
Indianapolis IN 46240-3821

Date 5/1/2019  
Invoice # 174081  
Terms Net 30  
Due Date 8/31/2019  
PO #  
Ship Date

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

Ship To  
La Mirada Elementary  
222 Avenida De La Madrid  
San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	<b>PLTW Launch Participation-2019/2020</b> PLTW Launch Participation Fee - 2019/20 School Year per PLTW Agreement...**Due Date August 31, 2019**	\$750.00	\$750.00

To pay via EFT/ACH please utilize the following information:

Subtotal \$750.00

Bank Name: Old National Bank  
Bank Address: One Main Street, Evansville, Indiana 47708  
Beneficiary: Project Lead The Way, Inc - Operating Account  
Bank Account Number: 103369802  
Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Total Tax (0%)	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
<b>Balance Due</b>	<b>\$750.00</b>



# Invoice

Project Lead The Way  
3939 Priority Way South Dr Ste 400  
Indianapolis IN 46240-3821

Date 5/1/2019  
Invoice # 174082  
Terms Net 30  
Due Date 8/31/2019  
PO #  
Ship Date

**Bill To**  
Attn: Accounts Payable  
San Ysidro School District  
4350 Otay Mesa Rd.  
San Ysidro CA 92173

**Ship To**  
Ocean View Hills School  
4919 Del Sol Blvd  
San Diego CA 92154

Quantity	Item	Unit Price	Amount
1	<b>PLTW Launch Participation-2019/2020</b> PLTW Launch Participation Fee - 2019/20 School Year per PLTW Agreement...**Due Date August 31, 2019**	\$750.00	\$750.00

**To pay via EFT/ACH please utilize the following information:**

Subtotal \$750.00

Bank Name: Old National Bank  
Bank Address: One Main Street, Evansville, Indiana 47708  
Beneficiary: Project Lead The Way, Inc - Operating Account  
Bank Account Number: 103369802  
Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Total Tax (0%)	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
<b>Balance Due</b>	<b>\$750.00</b>



# Invoice

Project Lead The Way  
3939 Priority Way South Dr Ste 400  
Indianapolis IN 46240-3821

Date 5/1/2019  
Invoice # 174083  
Terms Net 30  
Due Date 8/31/2019  
PO #  
Ship Date

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

Ship To  
Smythe Elementary  
1880 Smythe Ave.  
San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	<b>PLTW Launch Participation-2019/2020</b> PLTW Launch Participation Fee - 2019/20 School Year per PLTW Agreement...**Due Date August 31, 2019**	\$750.00	\$750.00

To pay via EFT/ACH please utilize the following information:

Subtotal \$750.00

Bank Name: Old National Bank  
Bank Address: One Main Street, Evansville, Indiana 47708  
Beneficiary: Project Lead The Way, Inc - Operating Account  
Bank Account Number: 103369802  
Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Total Tax (0%)	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
<b>Balance Due</b>	<b>\$750.00</b>



Project Lead The Way  
3939 Priority Way South Dr Ste 400  
Indianapolis IN 46240-3821

# Invoice

Date 5/1/2019  
Invoice # 174084  
Terms Net 30  
Due Date 8/31/2019  
PO #  
Ship Date

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

Ship To  
Willow Elementary  
226 Willow Road  
San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	<b>PLTW Launch Participation-2019/2020</b> PLTW Launch Participation Fee - 2019/20 School Year per PLTW Agreement...**Due Date August 31, 2019**	\$750.00	\$750.00

To pay via EFT/ACH please utilize the following information:

Subtotal \$750.00

Bank Name: Old National Bank  
Bank Address: One Main Street, Evansville, Indiana 47708  
Beneficiary: Project Lead The Way, Inc - Operating Account  
Bank Account Number: 103369802  
Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Total Tax (0%)	\$0.00
Total	\$750.00
Amount Paid	\$0.00
Balance Due	\$750.00



Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis IN 46240-3821

# Invoice

Date 5/1/2019  
 Invoice # 174085  
 Terms Net 30  
 Due Date 8/31/2019  
 PO #  
 Ship Date

**Bill To**  
 Attn: Accounts Payable  
 San Ysidro School District  
 4350 Otay Mesa Rd.  
 San Ysidro CA 92173

**Ship To**  
 Vista Del Mar  
 4885 Del Sol Blvd.  
 San Diego CA 92154

Quantity	Item	Unit Price	Amount
1	<b>PLTW Gateway Participation-2019/2020</b> PLTW Gateway Participation Fee - 2019/2020 School Year per PLTW Agreement...**Due Date August 31, 2019**	\$750.00	\$750.00

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Subtotal	\$750.00
Total Tax (0%)	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
<b>Balance Due</b>	<b>\$750.00</b>



# Invoice

Project Lead The Way  
3939 Priority Way South Dr Ste 400  
Indianapolis IN 46240-3821

Date 5/1/2019  
Invoice # 176567  
Terms Net 30  
Due Date 8/31/2019  
PO #  
Ship Date

**Bill To**  
Attn: Accounts Payable  
San Ysidro School District  
4350 Otay Mesa Rd.  
San Ysidro CA 92173

**Ship To**  
Sunset Elementary  
3825 Sunset Lane  
San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	<b>PLTW Launch Participation-2019/2020</b> PLTW Launch Participation Fee - 2019/20 School Year per PLTW Agreement...**Due Date August 31, 2019**	\$750.00	\$750.00

**To pay via EFT/ACH please utilize the following information:**

Subtotal \$750.00

Bank Name: Old National Bank  
Bank Address: One Main Street, Evansville, Indiana 47708  
Beneficiary: Project Lead The Way, Inc - Operating Account  
Bank Account Number: 103369802  
Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Total Tax (0%)	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
<b>Balance Due</b>	<b>\$750.00</b>

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Special Education  
Oscar Madera, Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR 2019-2020 SCHOOL YEAR

**BACKGROUND INFORMATION:**

The School-Based Medi-Cal Administrative Activities (SMAA) Program offers a way for Local Governmental Agencies (LGAs) and Local Educational Consortia (LECs) to obtain federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. SMAA activities include: Medi-Cal outreach, Facilitating the Medi-Cal application, Non-emergency & non-medical transportation of Medi-Cal eligible individuals to Medi-Cal covered services, Contracting for Medi-Cal services, Program planning and policy development, SMAA coordination and claims administration, TCM coordination and claims administration, Training, and General administration.

The San Ysidro School District is a Local Educational Agency (LEA) eligible to bill the California State Medi-Cal office for services relative to administrative activities involving Medi-Cal Outreach, individual health services, and assessment/testing/evaluations. As such, the District has been part of the Region 9 Local Educational Consortium established under California State Medi-Cal requirements for purposes of billing for services. This consortium serves as the designated entity assisting in the management of services billed by eligible school districts throughout Southern California.

The contract for our participation in this Local Educational Consortium requires annual renewal. They have no increases in cost for our participation in the Local Education Agency Medi-Cal billing process. This is an extension of the existing agreement specifying cost for San Ysidro School District participation at 4.5 % of Local Education Agency Medi-Cal revenues received by the District. In addition, by using State RMTS software, the District pays \$0.67/participant during the first quarter (July - September), and \$1.34/participant for the three remaining quarters (October – June).

**RECOMMENDATION:**

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

**LCAP GOAL AND ACTION/SERVICE:**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

To be determined

(Amount)

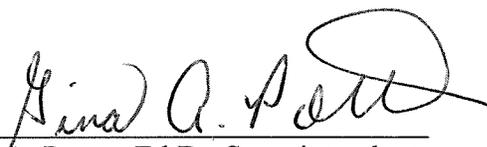
Special Education

(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification**



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

SAN YSIDRO SCHOOL DISTRICT  
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2019, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-Based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-Based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and

1 potentially eligible individuals, and their families where  
2 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

3 WHEREAS, DISTRICT is providing School-Based Medi-Cal  
4 Administrative Activities and wishes to participate in the School-  
5 Based Medi-Cal Administrative Activities Program.

6 NOW, THEREFORE, the Parties hereby agree as follows:

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
8 (1) year commencing on July 1, 2019, and ending on June 30, 2020,  
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

11 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
12 amended as necessary to comply with all Federal, state and  
13 SUPERINTENDENT'S program requirements.

14 b. "Certify" to the STATE:

15 1. The amount of DISTRICT'S general funds or any other  
16 funds allowed under Federal law and regulation expended  
17 are allowable "Program activities".

18 2. The availability and expenditure of one hundred percent  
19 (100%) of the non-Federal cost of performing Program  
20 activities.

21 3. That DISTRICT expenditures represent costs that are  
22 eligible for Federal financial participation for that  
23 fiscal year.

24 c. Act as liaison between STATE and DISTRICT and as mandated  
25 by STATE, attend STATE trainings.

- 1 d. As mandated, provide a software platform through a third  
2 party vendor, through which the DISTRICT shall utilize  
3 the Random Moment Time Survey (RMTS) process. Although  
4 the SUPERINTENDENT will make every reasonable effort to  
5 facilitate the use of the software platform, the  
6 SUPERINTENDENT is not responsible for problems resulting  
7 from software platform or system errors.
- 8 e. Represent DISTRICT'S issues, concerns, and questions at  
9 scheduled statewide LEC Advisory Committee meetings,  
10 STATE meetings, and SMAA Program work groups.
- 11 f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings  
12 and trainings and provide STATE approved training  
13 materials and updates to DISTRICT.
- 14 g. On behalf of STATE, provide SMAA and RMTS program  
15 technical assistance.
- 16 h. Code all RMTS moments and make available to the DISTRICT  
17 its RMTS results. Coding is based on the presumption that  
18 the responses received from the DISTRICT are accurate and  
19 all necessary documentation exists to support it. The LEC  
20 shall not be responsible for monitoring, reviewing or  
21 verifying documentation for any coded moment.
- 22 i. Review and submit the Random Moment Time Survey (RMTS)  
23 quarterly invoices and related supporting documentation  
24 to the STATE on behalf of the DISTRICT and convey to the  
25 DISTRICT by warrant all funds received on behalf of  
DISTRICT from the STATE less any amount due the

1 SUPERINTENDENT as defined in Section 5.0 of this  
2 AGREEMENT. No funds will be conveyed to DISTRICT for  
3 invoices that have been disallowed by the STATE or any  
4 federal agency.

5 j. Work with DISTRICT to resolve any outstanding matters that  
6 prevent SUPERINTENDENT'S certification of claim.

7 k. Monitor SMAA and RMTS compliance of DISTRICT with all  
8 Federal, STATE, and SUPERINTENDENT'S Program  
9 requirements.

10 l. Designate an employee to act as liaison to DISTRICT  
11 regarding issues relating to this AGREEMENT.

12 m. Offer the DISTRICT the option of the LEC preparing the  
13 RMTS quarterly invoice for a mutually agreed to additional  
14 fee (See Appendix "C").

15 n. If necessary, assist the DISTRICT with the calculation of  
16 the LEA Medi-Cal Eligibility Rate or "Data Match  
17 Percentage" from student data submitted by the DISTRICT.

18 o. Provide DISTRICT access to STATE SMAA Appeal Process upon  
19 request and appeal DISTRICT decision or action through  
20 the STATE SMAA Appeal Process as necessary.

21 3.0 RESPONSIBILITIES OF DISTRICT.

22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
23 amended as necessary to comply with all Federal, STATE and  
24 SUPERINTENDENT'S program requirements.

25 b. Comply fully with all Title XIX Federal, STATE, and  
SUPERINTENDENT'S Program requirements.

1 c. RMTS software platform may be accessed only by employees  
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to  
3 comply with the confidentiality and other requirements  
4 associated with use of the RMTS software platform. DISTRICT  
5 shall be responsible for any unauthorized use and  
6 understands that the DISTRICT may be held liable.

7 d. Quarterly assess SMAA claiming potential within the  
8 DISTRICT and determine which staff perform SMAA activities  
9 and what direct charges, if applicable, will be claimed.  
10 The DISTRICT will determine which staff participate in the  
11 quarterly Random Moment Time Survey (RMTS).

12 e. Certify to the SUPERINTENDENT and STATE:

13 1. The amount of DISTRICT'S general funds or any other  
14 funds allowed under Federal law and regulations  
15 expended on the allowable "Program activities".

16 2. The availability and expenditure, from allowable non-  
17 Federal funding sources, of one hundred percent (100%)  
18 of the cost of performing Program activities.

19 3. Expenditures represent costs that are eligible for  
20 Federal financial participation for that fiscal year.

21 f. If subcontracting for certain administrative activities,  
22 provide SUPERINTENDENT with a copy of the DISTRICT'S  
23 contract with vendor. DISTRICT may include vendor's  
24 allowable costs on its invoice, to the extent that same  
25 tasks are not performed by the SUPERINTENDENT and with the

1 understanding that the total annual vendor fees cannot  
2 exceed fifteen percent (15%).

3 g. Ensure that DISTRICT'S designated SMAA Coordinator attends  
4 quarterly Region 9 LEC SMAA Coordinators trainings and  
5 meetings.

6 h. Adhere to timelines established by the STATE and  
7 SUPERINTENDENT for completion of Program documentation  
8 (e.g., Program invoices, Random Moment Time Survey (RMTS)  
9 Rosters, Coding reports, etc.). Respond in a timely manner  
10 to all STATE and SUPERINTENDENT requests for information  
11 and documentation.

12 i. Respond to SUPERINTENDENT reviews with information and  
13 corrected documents upon request and work with  
14 SUPERINTENDENT to resolve any outstanding matters.

15 j. Appeal SUPERINTENDENT'S decision through the STATE SMAA  
16 LEA Appeal Process if necessary.

17 k. Complete quarterly Random Moment Time Survey (RMTS), as  
18 required by the Centers for Medicare and Medicaid Services  
19 (CMS), to determine the amount of paid time spent on Program  
20 claimable activities.

21 l. DISTRICT will maintain a minimum response rate of eighty-  
22 five percent (85%) of the moments assigned per time study  
23 quarter. If DISTRICT is unable to maintain the required  
24 response rate, DISTRICT will have sanctions applied  
25 according to the School-Based Medi-Cal Administrative  
Activities (SMAA) Manual.

1 m. Develop and maintain at the DISTRICT an Audit File to  
2 include at a minimum the following:

- 3 • Training materials.
- 4 • Random Moment Time Survey (RMTS) Time Survey  
5 Participant (TSP) Roster Reports and other  
6 documentation, including validation of time survey  
7 participant attendance.
- 8 • Time certification and supporting documentation  
9 for direct charge staff.
- 10 • Position Descriptions/Duty Statements.
- 11 • Medi-Cal Percentage documentation.
- 12 • Invoice documents and supporting documentation.
- 13 • Contracts/MOU.
- 14 • Organizational Charts.
- 15 • School Calendar.
- 16 • Resource Directories and outreach materials.
- 17 • Program review documentation.

18 n. Prepare and certify School-Based MAA invoices to the LEC  
19 in conformance with STATE requirements and timelines  
20 providing SUPERINTENDENT with copies of SMAA invoice  
21 supporting documentation upon request.

22 o. DISTRICT agrees to maintain and preserve, documentation  
23 for a period of not less than five (5) years after  
24 termination of Agreement Number 48081 and final payment  
25 from Department of Health Care Services (DHCS) to  
SUPERINTENDENT, to permit Department of Health Care  
Services (DHCS) or any duly authorized representative to  
have access to examine or audit any pertinent books,  
documents, papers and records related to this AGREEMENT and  
to allow interviews of any employee who might reasonably  
have information related to such records.

1 p. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars  
2 (\$10,000.00), DISTRICT shall agree and comply with the  
3 following terms and conditions:

4 1. Maintain books, records, documents, and other  
5 evidence, accounting procedures and practices  
6 sufficient to properly reflect all direct and indirect  
7 costs of whatever nature claimed to have been incurred  
8 in the performance of this AGREEMENT, including any  
9 matching costs and expenses. The foregoing  
10 constitutes "records" for the purpose of this  
11 provision.

12 2. DISTRICT'S facility or office or such part thereof as  
13 may be engaged in the performance of this AGREEMENT  
14 and its records shall be subject at all reasonable  
15 times to inspection, audit, and reproduction.

16 3. The Department of Health Care Services (DHCS), the  
17 Department of General Services, the Bureau of State  
18 Audits, or their designated representatives including  
19 the Comptroller General of the United States shall  
20 have the right to review and to copy any records and  
21 supporting documentation pertaining to the  
22 performance of this AGREEMENT. DISTRICT agrees to  
23 allow the auditor(s) access to such records during  
24 normal business hours and to allow interviews of any  
25 employees who might reasonably have information  
related to such records. Further, DISTRICT agrees to

1 include a similar right of the STATE to audit records  
2 and interview staff related to performance of this  
3 AGREEMENT.

- 4 4. Preserve and make available its records (1) for a  
5 period of five (5) years from the date of final  
6 payment under this AGREEMENT, and (2) for such longer  
7 period, if any, as required by applicable statute, by  
8 any other provision of this AGREEMENT, or by  
9 subparagraphs (a) or (b) below:

10 (a) If this AGREEMENT is completely or partially  
11 terminated, the records relating to the work  
12 terminated shall be preserved and made available  
13 for a period of five (5) years from the date of  
14 resulting final settlement.

15 (b) If any litigation, claim, negotiation, audit, or  
16 other action involving the records has been  
17 started before the expiration of the five (5)  
18 year period, the records shall be retained until  
19 completion of the action and resolution of all  
20 issues which arise from it, or until the end of  
21 the regular five (5) year period, whichever is  
22 later.

- 23 5. DISTRICT shall comply with the above requirements and  
24 be aware of the penalties for violations of fraud and  
25 for obstruction of investigation as set forth in  
Public Contract Code §10115.10, if applicable.

1           6. DISTRICT, may at its discretion, following receipt of  
2           final payment under this AGREEMENT, reduce its  
3           accounts, books and records related to this AGREEMENT  
4           to microfilm, computer disk, CD ROM, DVD, or their  
5           data storage medium. Upon request by an authorized  
6           representative to inspect, audit or obtain copies of  
7           said records, DISTRICT must supply or make available  
8           applicable devices, hardware, and/or software  
9           necessary to view, copy and/or print said records.  
10          Applicable devices may include, but are not limited  
11          to microfilm readers and microfilm printers, etc.

12         q. The STATE, through any authorized representatives, has the  
13          right at all reasonable times to inspect or otherwise  
14          evaluate the work performed or being performed hereunder  
15          and the premises in which it is being performed. If any  
16          inspection or evaluation is made of the premises of  
17          DISTRICT, DISTRICT shall provide all reasonable facilities  
18          and assistance for the safety and convenience of the  
19          authorized representative in the performance of their  
20          duties. All inspections and evaluations shall be performed  
21          in such a manner as will not unduly delay the work.

22         r. In the event an invoice is revised or is disallowed by the  
23          STATE, agree to reimburse SUPERINTENDENT within thirty (30)  
24          days of receipt of an invoice from SUPERINTENDENT  
25          evidencing SUPERINTENDENT'S payment to the STATE for  
DISTRICT'S revised or disallowed invoice.

- 1 s. Ensure no duplicative billings.
- 2 t. Hold SUPERINTENDENT harmless from any Federal
- 3 disallowance of SMAA claim payments made to DISTRICT by
- 4 the STATE.
- 5 u. Designate an employee to act as a liaison with
- 6 SUPERINTENDENT to provide DISTRICT specific information
- 7 relative to SMAA Program administration and fiscal issues.
- 8 v. If necessary, provide SUPERINTENDET with student data
- 9 files required for the calculation of the LEA Medi-Cal
- 10 Eligibility Rate or "Data Match Percentage".
- 11 w. Complete and return with the fully executed AGREEMENT,
- 12 SUPERINTENDENT'S School-Based Medi-Cal Administrative
- 13 Activities (SMAA) District Information 2019-2020 form,
- 14 Appendix "A", the School-Based Medi-Cal Administrative
- 15 Activities (SMAA) LEC Fee Information 2019-2020 form,
- 16 Appendix "C" and Certification Regarding Lobbying form,
- 17 Appendix "D", attached hereto and incorporated by
- 18 reference herein.

19 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of

20 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT

21 and after SUPERINTENDENT has received reimbursement from the STATE for

22 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to

23 DISTRICT by warrant all funds received on behalf of DISTRICT from the

24 STATE less any amount due the SUPERINTENDENT and STATE as determined

25 in Section 5.0 below. No funds will be conveyed to DISTRICT for

invoices that have been revised or disallowed by the STATE or Federal.

1 Payment to DISTRICT shall be made within forty-five (45) days of  
2 receipt and reconciliation of STATE funds by SUPERINTENDENT.

3 5.0 FEE SCHEDULE.

4 a. RMTS Software Platform Fee. DISTRICT will be responsible  
5 for DISTRICT'S share of the RMTS Software Platform Fee,  
6 which is based on the DISTRICT'S actual cost of utilizing  
7 the RMTS Software Platform through a third party  
8 administrator selected by the Region 9 LEC for the Random  
9 Moment Time Survey. SUPERINTENDENT will bill DISTRICT for  
10 DISTRICT'S share of the software platform fees as  
11 described in the School-Based Medi-Cal Administrative  
12 Activities (SMAA) RMTS Fee Information 2019-2020 form,  
13 Appendix "B", attached hereto and incorporated by  
14 reference herein.

15 b. SUPERINTENDENT'S LEC Fees.

16 1. After SUPERINTENDENT has received reimbursement from  
17 the STATE for DISTRICT'S quarterly SMAA claim(s),  
18 SUPERINTENDENT will transfer to DISTRICT an amount  
19 equal to the Federal share of cost received as  
20 reimbursement for DISTRICT'S SMAA claim submitted by  
21 DISTRICT, less four and one-half percent (4.5%) fee  
22 per quarterly claim which will be used to support  
23 SUPERINTENDENT'S SMAA administration. The four and  
24 one-half percent (4.5%) fee may be amended as  
25 necessary to support compliance with all Federal,  
STATE and SUPERINTENDENT'S program requirements. LEC

1 fee will include DISTRICT'S share of the STATE  
2 Participation Fee, which is based on the STATE'S cost  
3 for administering the SMAA claiming process.

4 2. Optional Services. If the DISTRICT selects the option  
5 of having the LEC prepare the RMTS quarterly invoice,  
6 an additional two percent (2.0%) will be added to the  
7 LEC Fee percentage mentioned in Section 5.0,b.1 above,  
8 but billed separately. SUPERINTENDENT will provide  
9 Optional Services upon written request of DISTRICT  
10 (See Appendix "C").

11 c. The obligations of SUPERINTENDENT and DISTRICT under this  
12 AGREEMENT are contingent upon the availability of funds  
13 furnished by the United States Government and the State  
14 of California. In the event that such funding is  
15 terminated or reduced, this AGREEMENT may be terminated,  
16 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations  
17 hereunder shall be limited to a pro-rated amount of  
18 funding actually received by the SUPERINTENDENT and  
19 DISTRICT from the United States Government and the State  
20 of California under this AGREEMENT. SUPERINTENDENT shall  
21 provide DISTRICT written notification of such  
22 termination. Notice shall be deemed given when received  
23 by the DISTRICT or no later than three (3) days after the  
24 day of mailing, whichever is sooner.  
25

1 6.0 FEDERAL CLAIMING.

2 a. TITLE 31 - Money and Finance, Subtitle V - General  
3 Assistance Administration, Chapter 75 - Requirements for  
4 Single Audits, Section 7502 requires each pass through  
5 entity provide the sub-recipient program names and any  
6 identifying numbers from which such assistance is derived.  
7 The Catalog of Federal Domestic Assistance (CFDA) number  
8 for this Federal program is 93.778, Medical Assistance  
9 Program (Medi-Cal).

10 b. A "Vendor" means a dealer, distributor, merchant, or other  
11 seller providing goods or services that are required for  
12 the conduct of a Federal program. These goods or services  
13 may be for an organization's own use or for the use of  
14 beneficiaries of the Federal program. Additional guidance  
15 on distinguishing between a sub-recipient and a vendor is  
16 provided in OMB Circular A-133.

17 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
18 this AGREEMENT, shall be and act as an independent contractor.  
19 SUPERINTENDENT understands and agrees that he/she and all of his/her  
20 employees shall not be considered officers, employees or agents of the  
21 DISTRICT, and are not entitled to benefits of any kind or nature  
22 normally provided employees of the DISTRICT and/or to which DISTRICT'S  
23 employees are normally entitled, including, but not limited to, State  
24 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT  
25 assumes full responsibility for the acts and/or omissions of his/her  
employees or agents as they relate to the services to be provided

1 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility  
2 for payment of all Federal, STATE and local taxes or contributions,  
3 including unemployment insurance, social security and income taxes  
4 with respect to SUPERINTENDENT'S employees.

5 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,  
6 and related instructional materials developed by SUPERINTENDENT or  
7 DISTRICT under this AGREEMENT shall become the exclusive property of  
8 the Department of Health Care Services. The Department of Health Care  
9 Services shall have all right, title and interest in said matters,  
10 including the right to secure and maintain the copyright, trademark  
11 and/or patent all forms and related instructional materials developed  
12 under this AGREEMENT.

13 9.0 HOLD HARMLESS.

14 a. SUPERINTENDENT hereby agrees to indemnify, defend, and  
15 hold harmless DISTRICT, its Governing Board, and its  
16 officers, agents, and employees from liability and claims  
17 of liability for bodily injury, personal injury, sickness,  
18 disease, or death of any person or persons, or damage to  
19 any property, real, personal, tangible or intangible,  
20 arising out of the negligent acts or omissions of  
21 employees, agents or officers of SUPERINTENDENT or the  
22 Orange County Board of Education during the term of this  
23 AGREEMENT.

24 b. DISTRICT hereby agrees to indemnify, defend, and hold  
25 harmless SUPERINTENDENT, the Orange County Board of  
Education, and its officers, agents, and employees from

1 liability and claims of liability for bodily injury,  
2 personal injury, sickness, disease, or death of any person  
3 or persons, or damage to any property, real, personal,  
4 tangible or intangible, arising out of the negligent acts  
5 or omissions of employees, agents or officers of DISTRICT  
6 during the term of this AGREEMENT.

7 10.0 CONFIDENTIALITY.

8 a. SUPERINTENDENT and DISTRICT shall maintain  
9 confidentiality of their respective records and  
10 information, governing the confidentiality of client or  
11 student information for Medi-Cal clients served under this  
12 AGREEMENT. Applicable laws include, but are not limited  
13 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,  
14 Welfare and Institutions Code, Section 14100.2 and 22  
15 California Code of Regulations Section 51009 and all  
16 applicable Federal and/or STATE laws or regulations as  
17 each may now exist or be hereafter amended. The  
18 confidentiality obligations contained in this section  
19 shall survive termination of this AGREEMENT.

20 b. DISTRICT understands and agrees to take all reasonable  
21 steps to avoid unauthorized disclosure of any of  
22 SUPERINTENDENT'S agents' proprietary data provided for  
23 purposes of this AGREEMENT hereinafter defined as data  
24 file specifications, related instructions, management  
25 reports, training materials, plans or other information  
relating to the performance of SUPERINTENDENT'S agents

1 services hereunder, disclosed by SUPERINTENDENT to  
2 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not  
3 during or after the term of this AGREEMENT, permit the  
4 copying, duplication, or use of any of SUPERINTENDENT'S  
5 agents' proprietary data by or to any person other than  
6 authorized employees, agents or representatives of  
7 DISTRICT.

8 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
9 to assure that the information supplied to SUPERINTENDENT hereunder  
10 shall be true, complete, and accurate in all respects. DISTRICT shall  
11 assume sole responsibility for the truth, completeness and accuracy  
12 of all information supplied to SUPERINTENDENT and agrees that  
13 SUPERINTENDENT shall have no responsibility or liability for the  
14 truth, completeness or accuracy of any information submitted by  
15 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify  
16 SMAA invoice(s) that do not comply with STATE and Federal SMAA  
17 requirements.

18 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for  
19 damages or losses to DISTRICT employees, agents, independent  
20 contractors or students relating to lost medical services or lost data  
21 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums  
22 DISTRICT does not obtain in reimbursement from the STATE, or for any  
23 incidental, indirect, special or consequential damages to DISTRICT  
24 arising from the denial of any request for reimbursement from the  
25 STATE.

1 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
2 AGREEMENT shall not be assigned by the DISTRICT without prior written  
3 approval of SUPERINTENDENT.

4 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
5 must meet the approval of the DISTRICT and shall be subject to the  
6 DISTRICT'S general right of inspection to secure the satisfactory  
7 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with  
8 all Federal, STATE and local laws, rules, regulations and ordinances  
9 that are now or may in the future become applicable to SUPERINTENDENT  
10 or DISTRICT'S, equipment and personnel engaged in operations covered  
11 by this AGREEMENT or accruing out of the performance of such  
12 operations.

13 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT  
14 shall complete and return with the fully executed AGREEMENT the  
15 Certification Regarding Lobbying form, Appendix "D", attached hereto  
16 and incorporated by reference herein, that the DISTRICT has not made,  
17 and will not make, any payment prohibited by Item 1 of the  
18 Certification Regarding Lobbying form.

19 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this  
20 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,  
21 that it:

- 22 a. Is not presently debarred, suspended, proposed for  
23 debarment, declared ineligible, or voluntarily excluded  
24 by any federal department or agency;
- 25 b. Has not within a three-year period preceding this  
AGREEMENT been convicted of or had a civil judgement

1 rendered against them for commission of fraud or a  
2 criminal offense in connection with obtaining, attempting  
3 to obtain, or performing a public (Federal, STATE or  
4 local) transaction or contract under a public transaction;  
5 violation of Federal or STATE antitrust statutes or  
6 commission of embezzlement, theft, forgery, bribery,  
7 falsification or destruction of records, making false  
8 statements, or receiving stolen property.

9 c. Is not presently indicted for or otherwise criminally or  
10 civilly charged by a government entity (Federal, STATE or  
11 local) with commission of any of the offenses enumerated  
12 in Section 16.0(b) herein; and

13 d. Has not within a three (3) year period preceding this  
14 AGREEMENT had one or more public transactions (Federal,  
15 STATE or local) terminated for cause or default.

16 e. The terms and definitions herein have the meanings set  
17 out in the Definitions and Coverage sections of the rules  
18 implementing Federal Executive Order 12549.

19 f. If DISTRICT is unable to certify to any of the statements  
20 in this certification, DISTRICT shall submit an  
21 explanation to SUPERINTENDENT.

22 g. If DISTRICT knowingly violates this certification, in  
23 addition to other remedies available to the Federal  
24 Government, the Department of Health Care Services (DHCS)  
25 may terminate this AGREEMENT for cause or default.

1 17.0 HIPAA. DISTRICT agrees to inform all students and faculty of the  
2 importance of complying with all relevant State and Federal  
3 confidentiality laws, including the Health Insurance Portability and  
4 Accountability Act of 1996 (HIPPA) to the extent applicable. In  
5 addition, DISTRICT agrees to provide students and faculty with training  
6 in the requirements of the privacy and security provisions of HIPAA  
7 and to advise them of the importance of complying with Facility's  
8 policies and procedures relative to HIPAA.

9 18.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
10 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ  
11 any unlawful discriminatory practices in employment of personnel or in  
12 any other respect on the basis of sex, race, color, ethnicity, national  
13 origin, ancestry, religion, age, marital status, medical condition,  
14 sexual orientation, physical or mental disability or any other  
15 protected group in accordance with the requirements of all applicable  
16 Federal or STATE law.

17 19.0 TOBACCO USE POLICY. In the interest of public health,  
18 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use  
19 of any tobacco products are prohibited in buildings and vehicles, and  
20 on any property owned, leased or contracted for by the SUPERINTENDENT  
21 pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with  
22 conditions of this policy could result in the termination of this  
23 AGREEMENT.

24 20.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
25 or without cause, terminate this AGREEMENT with the giving of thirty  
(30) days prior written notice to the other party. However, once

1 SUPERINTENDENT has submitted a RMTS Roster Report to the Department  
2 of Health Care Services (DHCS), according to the School-Based Medi-  
3 Cal Administrative Activities (SMAA) Manual, DISTRICT may not  
4 terminate until the next quarter survey period.

5 21.0 NOTICE. All notices or demands to be given under this AGREEMENT  
6 by either party to the other shall be in writing and given either by:  
7 (a) personal service or (b) by U.S. Mail, mailed either by registered  
8 or certified mail, return receipt requested, with postage prepaid.  
9 Service shall be considered given when received if personally served  
10 or if mailed on the third day after deposit in any U.S. Post Office.  
11 The address to which notices or demands may be given by either party  
12 may be changed by written notice given in accordance with the notice  
13 provisions of this section. As of the date of this AGREEMENT, the  
14 addresses of the parties are as follows:

15 DISTRICT: San Ysidro School District  
16 4350 Otay Mesa Road  
17 San Ysidro, California 92173  
18 Attn: Oscar Madera

19 SUPERINTENDENT: Orange County Superintendent of Schools  
20 200 Kalmus Drive  
21 Costa Mesa, California 92626  
22 Attn: Patricia McCaughey

23 22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
24 redress for violation of, or to insist upon, the strict performance  
25 of any term or condition of this AGREEMENT shall not be deemed a waiver  
by that party of such term or condition, or prevent a subsequent  
similar act from again constituting a violation of such term or  
condition.

23.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

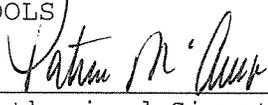
25.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: SAN YSIDRO SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

PRINTED NAME: Marilyn Adrianzen

PRINTED NAME: Patricia McCaughey

TITLE: Chief Business Official

TITLE: Administrator

DATE: \_\_\_\_\_

DATE: May 9, 2019

95-600-2821  
FEDERAL IDENTIFICATION NUMBER

Board Approved:  
San Ysidro SD-SMAA (48081) 2019-2020  
ZIP 15



**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
 DISTRICT INFORMATION  
 2019-2020**

**1 DISTRICT/SCHOOL**

\_\_\_\_\_ *District School Name* \_\_\_\_\_ *County*  
 \_\_\_\_\_ *Claiming Unit*  
*If different than name above.*

**2 DISTRICT SMAA COORDINATOR**

\_\_\_\_\_ *Name* \_\_\_\_\_ *District Job Title*  
 \_\_\_\_\_ *Street Address* \_\_\_\_\_ *City, State, Zip*  
 \_\_\_\_\_ *Mailing Address (if different than street address)* \_\_\_\_\_ *City, State, Zip*  
 \_\_\_\_\_ *Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email*  
 Check the box for this person to:  have access to the RMTS system  
 receive RMTS late notifications

**3 SUPERVISOR OF DISTRICT SMAA COORDINATOR**

\_\_\_\_\_ *Name* \_\_\_\_\_ *District Job Title*  
 \_\_\_\_\_ *Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email*  
 Check the box for this person to:  be included in all program communications  
 have access to the RMTS system  
 receive RMTS late notifications

**4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)**

\_\_\_\_\_ *Name* \_\_\_\_\_ *District Job Title*  
 \_\_\_\_\_ *Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email*  
 Check the box for this person to:  be included in all program communications  
 have access to the RMTS system  
 receive RMTS late notifications



**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)  
RMTS FEE INFORMATION  
2019-2020**

**RMTS Software Platform Fee**

DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

<b>FY Quarter</b>	<b>Quarterly Participant Rate</b>
FY Q1: July - September	\$0.67/participant/quarter
FY Q2: October – December	\$1.34/ participant/quarter
FY Q3: January – March	\$1.34/ participant/quarter
FY Q4: April – June	\$1.34/ participant/quarter

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
LEC FEE INFORMATION  
2019-2020**

**SUPERINTENDENT'S LEC Fee for Administrative Support**

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. In addition, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

**SUPERINTENDENT'S OPTIONAL SERVICES Fee**

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2019 – June 30, 2020

San Ysidro School District  
District Name

Marilyn Adrianzen  
Name (Type/Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: San Ysidro School District

BY: \_\_\_\_\_  
Authorized Signature

PRINTED NAME: Marilyn Adrianzen

TITLE: Chief Business Official

DATE: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Special Education  
Oscar Madera, Director

**INITIAL:** CW  
 Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF AGREEMENT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR 2018-2019 SCHOOL YEAR

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**BACKGROUND INFORMATION:**

The San Ysidro School District entered a Memorandum of Understanding with the Sweetwater Union High School District where Special Education services were provided, per student's Individualized Educational Plan (IEP). The cost implication: \$17,010.00 tuition fee for 1 student from April 29<sup>th</sup> to June 28<sup>th</sup>, 2019.

**RECOMMENDATION:**

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

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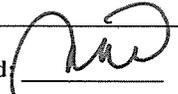
**LCAP GOAL AND ACTION/SERVICE:**

Goal 1, Item 1.21:

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

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$17,010.00  
(Amount)

Educationally Related Mental Health 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, Ed.D., Superintendent  
Secretary to the Board



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Human Resources  
Glenn Heath, Temporary Executive Director  
of Human Resources

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH BRANDMAN UNIVERSITY

**BACKGROUND INFORMATION:**

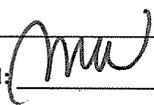
The San Ysidro School District will enter into an agreement with Brandman University to participate in a supervised fieldwork program for Teacher Education. Field Experience means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the District who hold valid teaching credentials. Brandman will assure that the student shall have completed the necessary educational prerequisites to be eligible for supervised fieldwork. This is a 3-year agreement (2019-2022) with no cost implications to the District.

**RECOMMENDATION:**

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

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

N/A  
(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

**SUPERVISED FIELDWORK AGREEMENT**

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University San Diego Campus.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input type="checkbox"/>
SCHOOL COUNSELING	<input type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the San Ysidro School District, hereinafter called "FIELDWORK SITE."

**I. RESPONSIBILITIES OF THE UNIVERSITY**

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

**II. RESPONSIBILITIES OF THE FIELDWORK SITE**

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

### III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree 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, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. 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.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

San Ysidro School District  
 4350 Otay Mesa Rd.  
 San Ysidro, CA 92173  
 Attn: Linda Gonzales  
 Phone: (619) 428-4476

UNIVERSITY CONTACT INFORMATION:

Brandman University  
 16355 Laguna Canyon Road  
 Irvine, CA 92618  
 Attn: School of Education, Dean  
 Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.



Appendix A  
Payment for Master Teachers for Teacher Education Fieldwork Only

**I. SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

**School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Personal and career assessments
  - b. Personal counseling experience in either an individual or group context
  - c. Experience in School-based programs serving parents and family members
  - d. Observing classroom instruction
  - e. Attending district and school based meetings
  - f. Mapping school-based community resources
  - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
  - h. Participating in professional development activities.
  - i. Participating in individual or group supervision.
  - j. Learning about and using technology and information systems.
  - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**I. Specific Supervision Requirements School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Administration:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:** Special Education,  
Oscar Madera, Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH  
NONPUBLIC SCHOOLS FOR 2018-2019 SCHOOL YEAR (AMENDMENT)

**BACKGROUND INFORMATION:**

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

Nonpublic School	Original Estimated Cost (\$)	Additional Cost (\$)	Estimated Cost (\$)
San Diego Center for Children (2 students)	\$28,510.68	\$4,135.28	\$32,645.96
TIEE-Mission Valley Academy (2 students)	\$69,564.00	\$10,897.60	\$80,461.60

**RECOMMENDATION:**

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

**LCAP GOAL AND ACTION/SERVICE:**

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

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

Requisition #

Yes     No

Yes     No

\$113,107.56  
(Amount)

Special Education  
(Name of funding source and/or location)

--  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

# 2018-2019 Nonpublic Master Contract

## Appendix A: Schools



San Diego County Office of Education  
Student Services and Programs Division

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

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

**NONPUBLIC MASTER CONTRACT**  
**Appendix A: Schools**

CONTRACT YEAR 2018-2019

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

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

**SECTION 2: EDUCATIONAL PROGRAM**

**2.1 ADMISSION / ENROLLMENT PROCEDURE**

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

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

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

**2.2 GENERAL PROGRAM OF INSTRUCTION**

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

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

a. Transcripts

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

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

b. Foster Youth

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

2.3 SUPPLIES AND EQUIPMENT

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

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

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

2.6 PARENT VISITS

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

2.7 ASSESSMENTS

a. State Mandated Testing

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

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

2.8 STAFF ABSENCES

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

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

2.9 MONITORING

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

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

**SECTION 3: SAFETY**

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

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

c. Earthquake Procedures

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

3.2 ATTENDANCE

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

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

a. Unexcused Absences

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

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

b. Change of Pupil's District of Residence

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

c. Parent Withdrawal of Student

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

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

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

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

e. Medication

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

f. Medical

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

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

**SECTION 4: FINANCIAL**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: San Diego Center for Children

The CONTRACTOR CDS NUMBER: 37-68338-7093115

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:1:12

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$211.96

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/DAI</u>
<u>Intensive Individual Services (340)</u>	<u>\$20.50</u>	<u>Per hour</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u>_____</u>	<u>_____</u>
<u>Adapted Physical Education (425)</u>	<u>_____</u>	<u>_____</u>
<u>Adapted Physical Education Assessment (425)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Other Services RN (436)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>_____</u>	<u>_____</u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u>_____</u>	<u>_____</u>
<u>Assistive Technology Services – Classified (445)</u>	<u>_____</u>	<u>_____</u>
<u>Assistive Technology Services Assessment (445)</u>	<u>_____</u>	<u>_____</u>

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

<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	\$80.00	Per hour/ Per IEP
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Note Taking Services (750)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____

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

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)	\$25.00	Per hour/ Per IEP
Vocational Assessment, Counseling/Guidance Assessment (830)	\$75.00	Per hour/ Per IEP
Career Awareness (840)		
Work Experience Education (850)	\$25.00	Per hour/ Per IEP
Job Coaching (855)	\$20.50	Per hour/ Per IEP
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)	\$25.00	Per hour/ Per IEP
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		

NOTES: \_\_\_\_\_

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

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

**SECTION 5: APPROVALS**

**CONTRACTOR**

Nonpublic School

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Dr. Moisés Barón, CEO  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

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

**INTERIM WRITTEN APPROVAL**

**For Provision of Special Education/Related Services and Payment**

Pursuant to Section 1.1 of the Master Contract (Main Document),  
the Local Education Agency (LEA) San Ysidro School District  
provides to the CONTRACTOR San Diego Center for Children  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of XXX  
(Student Name)  
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2018 - 2019 Contract Year.  
Anticipated Student Start Date: May 21, 2019.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

Marilyn Adrianzen, Chief Business Official  
Name/Title

Agreed to by the CONTRACTOR:

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

Dr. Moisés Barón, CEO  
Name/Title

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

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

This agreement is effective on May 21, 2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School San Diego Center for Children

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

Pupil Name XXX XXX Jr. Sex:  M  F Grade: 8<sup>th</sup>  
(Last) (First) (M.I.)

Address XXX City  State/Zip

DOB  Residential Setting:  Home  Foster  LCI #   OTHER

Parent/Guardian XXX Phone (925)  (925)   
(Residence) (Business)

Address  City  State/Zip   
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: 315 during the regular school year  
240 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
29 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: \$211.96  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 18 x Daily Rate \$211.96 = PROJECTED BASIC EDUCATION COSTS (A) \$3,815.28

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)					INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		X		per IEP	INCLUDED		INCLUDED
Counseling and Guidance (515)							
Parent Counseling (520)		X		per IEP	\$80.00/hr	30 min/month	\$320.00
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)		X		per IEP	\$25.00/hr		
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		per IEP	\$75.00/hr		
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

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SERVICE	Provider			# of Times per wk/mofyr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency	X						
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$     \$320.00    

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

San Diego Center for Children  
(Name of Nonpublic School)

San Ysidro School District  
(Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

Dr. Moisés Barón, CEO  
(Name and Title)

Marilyn Adrianzen, Chief Business Official  
(Name of Superintendent or Authorized Designee)

# 2018-2019 Nonpublic Master Contract

## Appendix A: Schools



San Diego County Office of Education  
Student Services and Programs Division

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

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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**NONPUBLIC MASTER CONTRACT**  
**Appendix A: Schools**

CONTRACT YEAR 2018-2019

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

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

**SECTION 2: EDUCATIONAL PROGRAM**

**2.1 ADMISSION / ENROLLMENT PROCEDURE**

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

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

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

**2.2 GENERAL PROGRAM OF INSTRUCTION**

The Contractor's educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California Education Code [EC] sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

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

a. Transcripts

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

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

b. Foster Youth

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

2.3 SUPPLIES AND EQUIPMENT

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

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

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

2.6 PARENT VISITS

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

2.7 ASSESSMENTS

a. State Mandated Testing

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

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

2.8 STAFF ABSENCES

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

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

2.9 MONITORING

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

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

**SECTION 3: SAFETY**

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

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

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

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

b. Fire Drills

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

c. Earthquake Procedures

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

3.2 ATTENDANCE

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

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

a. Unexcused Absences

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

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

b. Change of Pupil's District of Residence

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

c. Parent Withdrawal of Student

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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**2018-2019**

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

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

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

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

e. Medication

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

f. Medical

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

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

**SECTION 4: FINANCIAL**

**4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: The Institute for Effective Education

The CONTRACTOR CDS NUMBER: 37-68338-6158075

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$222.40

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/DAI</u>
<u>Intensive Individual Services (340)</u>	<u>\$127.00</u>	<u>day</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u>_____</u>	<u>_____</u>
<u>Adapted Physical Education (425)</u>	<u>_____</u>	<u>_____</u>
<u>Adapted Physical Education Assessment (425)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Other Services RN (436)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u>_____</u>	<u>_____</u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>_____</u>	<u>_____</u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u>_____</u>	<u>_____</u>
<u>Assistive Technology Services – Classified (445)</u>	<u>_____</u>	<u>_____</u>
<u>Assistive Technology Services Assessment (445)</u>	<u>_____</u>	<u>_____</u>

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

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

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

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

NOTES: \_\_\_\_\_

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

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

**SECTION 5: APPROVALS**

**CONTRACTOR**

Nonpublic School

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Kenneth Traupmann, Executive Director  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

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

**INTERIM WRITTEN APPROVAL**

**For Provision of Special Education/Related Services and Payment**

Pursuant to Section 1.1 of the Master Contract (Main Document),  
the Local Education Agency (LEA) San Ysidro School District  
provides to the CONTRACTOR The Institute for Effective Education (Mission Valley Academy)  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of XXX  
(Student Name)  
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2018 - 2019 Contract Year.  
Anticipated Student Start Date: April 22, 2019.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

\_\_\_\_\_  
Signature Date

Marilyn Adrianzen, Chief Business Official  
Name/Title

Agreed to by the CONTRACTOR:

\_\_\_\_\_  
Signature Date

Kenneth Traupmann, Executive Director  
Name/Title

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

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

This agreement is effective on April 22, 2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School The Institute for Effective Education (Mission Valley Academy)

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

Pupil Name XXX XXX Sex:  M  F Grade: 4<sup>th</sup>  
(Last) (First) (M.I.)

Address XXX City San Ysidro State/Zip 92173

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian XXX Phone (619) XXX ( \_\_\_\_\_ ) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year  
240 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: \$222.40  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 49 x Daily Rate \$222.40 = PROJECTED BASIC EDUCATION COSTS (A) \$10,897.60

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

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

SERVICE	Provider			# of Times per wk/mofyr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

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

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

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		as needed	\$24/hr per IRS current rate		
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
The Institute for Effective Education  
(Name of Nonpublic School)

\_\_\_\_\_  
San Ysidro School District  
(Name of School District)

\_\_\_\_\_  
(Signature)

(Date)

\_\_\_\_\_  
(Signature)

(Date)

\_\_\_\_\_  
Kenneth Traupmann, Executive Director  
(Name and Title)

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official  
(Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Nutrition Services  
Evelyn Zarzosa, Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH AMERICAN PRODUCE DISTRIBUTORS FOR THE PURCHASE OF FRESH PRODUCE – RENEWAL

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**BACKGROUND INFORMATION:**

The Nutrition Services Department went out to bid for the purchase of fresh produce. The bid was published on July 9<sup>th</sup> and July 16<sup>th</sup>. During the bidding process, three (3) packets were sent to qualifying vendors. Only one (1) bidder responded.

On August 9, 2018, the Governing Board approved that Bid #18/19-340 be awarded to American Mushroom, Inc. dba American Produce Distributors. The term would be for one year with the option to extend up to four renewal years upon mutual written agreement. The District would like to exercise the first renewal option with 10% cost increase for 2019-20.

**RECOMMENDATION:**

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

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

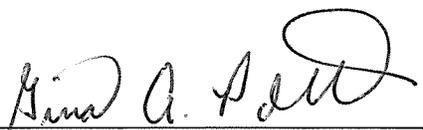
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<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> 
Financial Implications?		Are funds for this 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"/>
ESTIMATE		Child Nutrition		--	
<input type="text" value="\$170,000.00"/> (Amount)		<input type="text" value="Child Nutrition"/> (Name of funding source and/or location)		<input type="text" value="--"/> (Funding account number)	

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Recommended for:  Approval  Denial Certification Requested  Yes  No

**Superintendent's Office Certification:**

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

American Mushroom, Inc.  
DBA: American Produce Distributors  
698 Anita Street Suite B  
Chula Vista, Ca. 91935

May 29, 2019

Re: Contract Bid No. 18-19/340  
San Ysidro School District

Dear Araceli Felix:

We are accepting your offer to exercise the first renewal option Contract Bid No. 18-19/340 Purchase of Fresh Produce. We would like to make the following price changes with justifying documentation from Bolthouse Farms, Fresh Innovations and Fields Fresh Foods. The price changes for the school year 2019-2020 are as follows:

Apple Slice 200/2oz.....	\$46.50
Apple Slice 3LB.....	\$5.89
Bell Pepper Slice 5LB.....	\$16.78
Bell Pepper Red Slice 5LB.....	\$22.80
Broccoli Florets 3LB.....	\$5.70
Cabbage Shredded 3-way 5LB.....	\$4.00
Cabbage Red Shredded 5LB.....	\$6.81
Carrot Shredded 5LB.....	\$6.42
Carrot Stick 5LB.....	\$7.92
Cauliflower Florets 3LB.....	\$9.82
Celery Stick 5LB.....	\$8.44
Jicama Stick 5LB.....	\$11.82
Lettuce Iceberg Shredded 5LB.....	\$4.00
Lettuce Romaine Chop 2LB.....	\$3.96
Onion Diced 1LB.....	\$2.11
Pico De Gallo Diced 5LB.....	\$16.36

Sincerely,  
Mike Paluso  
President

## CONTRACT RENEWAL CLAUSE

If mutually agreeable, the District reserves the right to consider the extension of the contract for up to two (2) additional one-year periods. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full one or two calendar years thereafter. In addition, the District reserves the right to further extend the contract to the full extent allowed by law. Factors that would influence the District in exercising its option would be satisfactory service being rendered by the holder of the contract, and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of a contract renewal, the District will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by the vendor and proved by a test of the market and/or submission of documents.

Bidder to indicate in space provided if it would accept option to renew for the following periods and at what percentage:

Dates	Yes	No	Percentage Increase
1 <sup>st</sup> Option: (07/01/19 through 06/30/20) <i>Bidder to indicate the MAXIMUM PERCENT that any price would increase if the contract were to be extended</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10%</u>
2 <sup>nd</sup> Option: (07/01/20 through 06/30/21) <i>Bidder to indicate the MAXIMUM PERCENT that any price would increase if the contract were to be extended</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>12 1/2%</u>



February 19, 2019

Dear American Mushroom:

Bolthouse Farms is a leader in fresh carrots, with a proud heritage of growing carrots for over 100 years. We produce over a 1 billion pounds of carrots each year. We have, and continue to invest in quality, freshness and sustainability to produce more consistent crops and enable field-to-processing within 48 hours, while being mindful of the environment.

As a result of our ongoing investment in our carrot business along with rising land management, labor and transportation costs, Bolthouse Farms will be taking the following price increase, effective March 25, 2019:

	Price Increase (Per Case) FOB CA
200/1.5oz snack packs	\$0.55
150/2oz snack packs	\$0.60
100/3oz snack packs	\$0.60
30# baby peeled (30/1# or Equiv)	\$0.35

We appreciate your continued support of Bolthouse Farms Carrots. Please contact your sales person with any questions or concerns.

Regards,

Dave Rooke  
SVP – Sales and Customer Service  
Bolthouse Farms



April, 2019

American Produce  
698 Anita St.  
Chula Vista Ca, 91911

Field Fresh Foods has and continues to be committed to providing the most competitive prices to American Produce. This long-term commitment has resulted in minimal increases based on volume commitments on a year to year basis. Due to ongoing legislative acts and their accelerated inflationary cost pressures, we will be implementing price increases across our product line.

During the 2019-2020 school year we will be absorbing two minimum wage increases. On July 1<sup>st</sup>, 2019 there will be an 8% increase implemented within unincorporated Los Angeles County. This will be followed by an additional 8% increase on January 1<sup>st</sup>, 2020 which will be implemented by the state of California. Field Fresh Foods will be impacted by both of these increases. The first will directly affect our labor costs while the second will be absorbed through the increased cost of raw material.

With the new federal law requiring digital log book, nationwide shortages of transportation on our inbound have continued to result in upward trends.

Bureau of Labor Statistics data showed a 4% Consumer Price Index (CPI) increase and a 17.7% Producer Price Index (PPI) on perishable prepared foods through December 2018. We are anticipating a 5.5% increase in prices in order to cover anticipated input-cost increases throughout the school year.

Field Fresh Foods will continue our commitment to producing the freshest and most wholesome products available while providing the best value.

Best Regards,

A handwritten signature in black ink, appearing to read "Daniel Lozada", written over a light blue horizontal line.

Daniel Lozada  
Senior Market Analyst

# *Fresh* INNOVATIONS CALIFORNIA, L.L.C.

4/19/2019

Mike,

Per our conversation regarding pricing for next year.  
Like we discussed there will be an increase of 7% to all items that are sold to American Mushroom due to the following.

- Increased raw material cost.
- Increased minimum wage cost.

Fresh Innovations appreciate the continued support from American Mushroom and your customers.

Best regards,

Jason Ottolini  
Manager of Direct Accounts

P: (209) 490-5509  
M: (209) 568-7236  
F: (209) 983-1825  
E: [JasonO@Fresh-Innovations.com](mailto:JasonO@Fresh-Innovations.com)

7735 S. Highway 99  
Stockton, California 95215  
[www.Fresh-Innovations.com](http://www.Fresh-Innovations.com)

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 6, 2019

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT 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.

On May 9, 2019, the Governing Board approved the Letter of Engagement which is now incorporated into the District's Professional Services Agreement to include indemnification and insurance language that protects the District.

The cost implications are based on number of participants and amount of TRANS.

**RECOMMENDATION:**

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

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   
Requisition #

Financial Implications?

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

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**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

Government Financial Strategies  
Company/Consultant

(916) 444-5100  
Telephone Number

1228 N Street, Suite 13, Sacramento, CA 95814  
Address

www.gfsi.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: May 10, 2019

To: Completion of project

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. **District waives \_\_\_\_\_**
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **District waives \_\_\_\_\_**
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives \_\_\_\_\_**
4. **Professional Liability (Errors and Omissions):** Insurance 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)* **District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives \_\_\_\_\_**

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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.

14E.20

## 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**

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<b>CONSULTANT:</b>	<b>Government Financial Strategies</b>
Name:	Rich Malone
Title:	Financial Advisor
Address:	1228 N Street, Suite 13
City/State/Zip Code:	Sacramento, CA 95814
Telephone:	(916) 444-5100
Email:	rich@gfsi.com

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

**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

Government Financial Strategies  
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**

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**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**

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**EXHIBIT A**

**SCOPE OF SERVICES**

SEE ATTACHED LETTER OF ENGAGEMENT WITH GOVERNMENT FINANCIAL STRATEGIES

DATED APRIL 9, 2019

RE: TO SERVE AS FINANCIAL ADVISOR ON THE SAN DIEGO COUNTY SCHOOL DISTRICTS TAX AND  
REVENUE ANTICIPATION NOTES, SERIES 2019



## 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

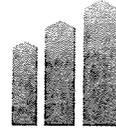
We have prepared this scope of work to serve as financial advisor to the District associated with its potential participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Note Participations, Series 2019. This scope is consistent with our 2015 proposal to the San 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:

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Marilyn Adrianzen  
Chief Business Official  
San Ysidro School District

Date: \_\_\_\_\_

Board approved: May 9, 2019

## 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](http://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.