

San Ysidro School District Governing Board

AGENDA

Thursday
September 12, 2019
5:00 p.m.

WELCOME

Welcome to the meeting of the San Ysidro School District Governing Board. As a courtesy to others, we ask that you turn the volume off on your cell phones and put them on vibrate during the Board meeting. Your cooperation is appreciated.

San Ysidro Middle School
Multicultural Complex
4345 Otay Mesa Road
San Ysidro

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, AUGUST 8, 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, August 8, 2019 with Closed Session held from 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **San Ysidro School District - Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President I. Lopez Time: 5:00 p.m.

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

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

3. AGENDA

The Board approved the agenda with the following correction:

- 1) General Administration Item 13.6 - **AB1200 DISCLOSURE STATEMENT FOR SUPERINTENDENT** - Changed the period from July 1, 2018 through June 30, 2019 to July 1, 2019 through June 30, 2020.

Motion: Martinez Second: Pallasigue 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 Member Pallasigue. The vote was unanimous.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:01 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION (Colom/Madera)

Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Special Education Due Process Hearing Student vs. SYSD;
OAH Case No.: 2019060359

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: 5

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Farkas/Adrianzen)

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

Claim No. 572298

Claim No. 573119

5.4 GOVERNMENT CODE SECTION 54957 (Farkas)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

RECONVENED into OPEN SESSION at 6:10 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

Amy Rogers, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

- 1) Item 5.1 - The Board of Education, by a vote of 5-0, approved a settlement agreement in Office of Administrative Hearings, Case No. 2019060359 resolving the due process complaint.
- 2) Item 5.3 – The Board of Education, by a vote of 5-0, rejected Claim No. 572298.
The Board of Education, by a vote of 5-0, rejected Claim No. 573119.

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

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

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

8. FLAG SALUTE by America Jimenez, San Ysidro Middle School Student

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)

- 9.1** Student Perfect Attendance 2018-19 - San Ysidro Middle & Vista Del Mar Middle Schools - Presenter Omar Calleros
- 9.2** Employee Perfect Attendance 2018-19 - Presenter Dr. David Farkas
- 9.3** Casa Familiar - Presenter Francisco Mata
- 9.4** Sylvia Lugo, Smythe Administrative Assistant - Presenter Manuela Colom
- 9.5** Marilyn Adrianzen, Chief Business Official - Presenter Dr. David Farkas
- 9.6** Veronica Medina, Student & Family Services Manager - Presenter Manuela Colom

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.

Zenaida Rosario, Teacher, Commented: 1) The Welcome Back celebration and breakfast with Mariachis was stupendous. Mentioned that it was her last Welcome Back because she will retire after thirty-eight years. 2) Shared concerns about the TK restrooms after the renovation.

Nathaniel Medina, Former Student, Commented: 1) Veronica Medina, his mother, has done great things for this community. She's helped a lot of people and taught him to love San Ysidro. 2) San Ysidro is her home and she wants to make it a better place. 3) He is proud of his mother. She's a great role model and his hero.

Gloria Esquivies, Parent, Commented: 1) Mentioned that she and her four year old daughter walk up and down a mile each way so her daughter can attend the CDC Preschool. There is no transportation for her and winter is coming. 2) Her daughter has speech impediments and she can't get therapy because there are not enough speech pathologists. She will not be able to reach her IEP goals without speech therapy.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Clerk Martinez, Commented: 1) Congratulated everyone for the beginning of the school year. 2) Thanked Mrs. Rosario for her comments. Gave direction to Dr. Potter to get that resolved for the safety of our students. 3) Thanked Mrs. Esquivies for her comments. Gave direction to Dr. Potter to resolve the parent's issue and more importantly, that the student gets the best possible education in our District. 4) Let's keep the positivity. He is happy to be on a Board that he respects and admires and more importantly, that we provide the best quality education for our kids.

Member R. Lopez, Commented: 1) Acknowledged Smythe School for having three staff members who received Distinguished Champion Awards. 2) Welcomed everyone back to school. 3) He's excited about being on the Board his first full academic year. 4) He likes to see all the professional development for staff. 5) He is proud to see promotions from within and hopes that we see a lot of this in the future. 6) Acknowledged the Seamless Summer Meals program that served over four thousand meals. He is glad that the District is filling this need in our community. 7) Asked everyone to participate in the census to get funding for our District and continue to meet the needs.

Member Pallasigüe, Commented: 1) Thanked staff and the administration for assuring that the beginning of the school year opened smoothly. 2) Thanked parents and community members for voicing their concerns. 3) Thanked Veronica Medina for the Resource Fair. 4) Acknowledged Gabriela Reyes for being recognized for Biliteracy.

President I. Lopez, Commented: 1) Commended staff that volunteered at the Resource Fair. It was heartwarming to see all the agencies. Thanked the Child Nutrition Department for the snacks they provided for the Resource Fair and for the Seamless Summer Meals program. 2) Attended the preschool Back to School Night. We need to let our preschool parents know that we care and want to help in any way we can. Preschool is part of our District and the children are our obligation. 3) Commended Principal Little for the Title I presentation. 4) Commended staff for the dual language program. 5) She heard good comments about the new administration at Ocean View Hills School. We are headed towards a good year. 6) Thanked administrators for all the work they do.

Vice-President Gurmilan, Commented: 1) It was a pleasure to visit schools the first day of class. It was nice to see children and parents coming in to schools and our staff doing a good job starting the year. We are the children's second home. We need to do the best we can to make them feel at home. 2) The Resource Fair was awesome. We should continue to work with the community to bring these resources in. Thanked Veronica Medina and everyone that put it together. 3) He attended La Mirada and Smythe Back to School Nights. Commended teachers for all the work they do. 4) We need to continue to improve our Special Education Program. Every student is equally important in this District. We should focus on providing the best education for those students as well.

Superintendent Potter, Commented: 1) Thanked everyone for an amazing start to the school year. 2) The preschool staff and Lorena Varela Reed, Preschool Director, partnered with the Orange County Office of Education to provide free of charge an entire day of professional staff development of GLAD training for preschool staff. 3) Thanked Veronica Medina and her son for the Fifth Annual Families First Resource Fair. Twelve hundred backpacks were collected and thirty-five agencies came together to give resources to our families. 4) Thanked staff for their hard work for the Back to School Nights. 5) Met with John Carrasco, of the U.S. Census Bureau, who will provide parent workshops on census awareness and parent job opportunities. 6) Attended the San Ysidro Chamber of Commerce Education Committee

Planning Retreat. It's a voluntary program and they help with scholarships for eighth grade and career opportunities for our students. 7) Congratulated Willow School because they had a William's Visit and scored one hundred percent on their instructional materials and ninety-six point eight on their facilities.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1** Civics Learning Resolution - San Diego Superior Court, Judge Marian F. Gaston
- 12.2** California Assessment of Student Performance and Progress (CAASPP) Data - Director of Educational Services, Cynthia Gonzalez
- 12.3** School Safety Grand Jury Report Presentation - Chief Business Official, Marilyn Adrianzen and Director of Maintenance, Operations, Facilities and Transportation, Paulo Azevedo

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meetings of July 11, 2019, June 13, 2019 and June 6, 2019 and the Special Board meeting of July 11, 2019.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

13.2 CONSOLIDATED APPLICATION FOR 2019-20 FUNDING (Adrianzen)

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

Motion: Martinez Second: R. Lopez Vote: Unanimous

13.3 RESOLUTION NO. 19/20-0011 REQUESTING A TEMPORARY TRANSFER OF FUNDS (Adrianzen)

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

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

13.4 RESOLUTION NO. 19/20-0012 ESTABLISHING A REVOLVING CASH FUND (Adrianzen)

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

Motion: I. Lopez Second: Pallasigue Vote: Unanimous

13.5 RESOLUTION NO. 19/20-0013 AUTHORIZING AGENT TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS (Adrianzen)

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

Motion: I. Lopez Second: Martinez Vote: Unanimous

13.6 AB1200 DISCLOSURE STATEMENT FOR SUPERINTENDENT (Adrianzen)

The Board approved the submittal of AB1200 to the San Diego County Office of Education for the Superintendent for the period of July 1, 2019 through June 30, 2020.

Motion: R. Lopez Second: Martinez Vote: Unanimous

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

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

Motion: Martinez Second: Gurmilan Vote: Unanimous

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Farkas)

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

- 14A.1** Child Nutrition Specialist
- 14A.2** Instructional Aides

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Farkas)

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

- 14B.1** Head Start Permit Teacher
- 14B.2** Special Day Class Teacher
- 14B.3** Resource Teacher
- 14B.4** TK-8 Classroom Teacher

EMPLOYMENT (Farkas)

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

- 14B.5** Substitute Teacher

OUT OF CLASS COMPENSATION (Farkas)

The Board approved/ratified to extend the out of class compensation for the following as recommended by staff:

- 14B.6** Resource Teacher

14C. PERSONNEL - MANAGEMENT

EMPLOYMENT (Farkas)

14C.1 AMENDMENT TO TEMPORARY CERTIFICATED MANAGEMENT CONTRACT (Farkas)

The Board approved/ratified the amendment to the temporary Certificated Management Contract for site administrator support services

14D. CURRICULUM & INSTRUCTION

14D.1 FIELD TRIP ~ VISIT TO SAN DIEGO STATE UNIVERSITY (Colom)

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

14D.2 PROFESSIONAL DEVELOPMENT (Colom)

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Liana Davis	Project Lead The Way Launch Classroom Teacher Training	San Diego	July 10-11, 2019	\$700.00	Supplemental and Concentration Fund
Gina A. Potter, Rudy Lopez, Maria Rodriguez, Consuelo Carranza, Silvia Castaneda	Equity Conference 2020 – Where There is Vision, There is Hope	San Diego	January 16-17, 2020	\$1,700.00 (Early Bird Registration fee)	Title I Fund
Omar Calleros, Marta Rodriguez	ASES City Span Training	SDCOE	July 24, 2019	Mileage	General Fund
Todd Lewis, Carolina Jaime	Edupoint Users Conference	Anaheim	November 7-8, 2019	\$2,200.00	General Fund
Anita Gilchrist	2019 School Law and Required Immunizations Training	Chula Vista	August 21, 2019	\$0	No Cost
Cynthia Gonzalez	State & Federal 101/School Site Council (SSC)	SDCOE	August 15, 2019	\$25.00	General Fund
Omar Calleros	Where Compliance Meets Quality Workshop	SDCOE	August 15, 2019	\$0	No Cost
Marilyn Adrianzen, Manuela Colom, Cynthia Gonzalez	Putting It All Together – Promoting Student Success	SDCOE	October 15, 2019 Dec. 6, 2019 February 20, 2020 April 29, 2020 May 14, 2020	\$289.00	General Fund
Oscar Madera	CPI Instructor's Conference	San Marcos	August 15-16, 2019	\$989 + Mileage & Meals	Special Education Fund
Linda Gonzales	Human Resource Essentials Workshop	Corona, CA	September 4, 2019	\$425.00 + Mileage	General Fund
Denise Villezcas, Miguel Aguilera, Lupita Garcia, Dalia Gonzalez, Sylvia Robledo	GLSEN 1.0 – Creating a Safe Space for Lesbian, Gay, Bisexual and Transgender Youth	SDCOE	August 26, 2019	\$0	No Cost
Silvia Castaneda, Consuelo Carranza, Maria Rodriguez, Nadia Aviles	ACSA Principals Academy	Ontario, CA	Nov. 15-16, 2019 Dec. 6-7, 2019 Jan. 10-11, 2020 Feb. 21-22, 2020	\$13,600.00	Title II Fund

			Mar. 20-21, 2020 Apr. 24-25, 2020		
Elmy Flores	Essential IEP Meeting Vocabulary English-Spanish	San Diego, CA	Wed., July 31, 2019	\$100.00 +Mileage	General Fund
Omar Calleros	Supervisor of Attendance Workshop	El Cajon, CA	Sept. 6, 2019	\$0	No Cost
Cynthia Gonzalez, Adriana Aguilar, Luis Ramos, Laura English, Drina Bedoya, Holy Black, Lorena Guerrero, Gabriela Simpson, Jamie Barrett, Stephanie Hake, Crystal Henry, Irma Abedoy, Andrea Counts, Sashanae Buchanan, Patricia Manley, Anjelica Topete, Alma Sanchez, Jennifer Cuestas, Marisela Lozano	Amplify ELA Workshop from Amplify Education, Inc	San Diego	August 29, 2019	\$2,400.00	General Fund
Pablo Sainz	The Community Interpreter	Vista, CA	July 22-26, 2019	\$0 + mileage	General Fund
Gina A. Potter, Manuela Colom, Omar Calleros, Irene Lopez, Maria Rodriguez, Nadia Aviles	Teaming Today To Impact Tomorrow	Chula Vista, CA	August 23, 2019	No Cost	N/A
Elmy Flores	The Community Interpreter	San Diego	July 16, 18, 23, 25 & 30, 2019	Mileage	General Fund
Anita Gillchrest	School Nurses Resource Group	SDCOE	Sep. 17, 2019 Oct. 15, 2019 Nov. 19, 2019 Jan. 21, 2020 Feb. 18, 2020 Mar. 17, 2020 Apr. 21, 2020 May 12, 2020	\$0	No Cost
Romeo Diacosta	CEDR Conference	Monterey, CA	October 1-5, 2019	\$1,400.00	Special Education

					Fund
Manuela Colom, Adriana Aguilar, Luis Ramos	CA English Learner ROADMAP Training of Trainers	SCREC	August 26-27, 2019	\$225.00 + Mileage	Title III Fund

Motion: Pallasigue Second: Martinez Vote: Unanimous

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)

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

14E.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of July 1, 2019 through July 29, 2019 for a total expenditure of \$661,005.27.

14E.3 ACCEPTANCE OF DONATIONS (Adrianzen)

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

14E.4 AGREEMENT WITH LOOMIS ARMORED SERVICES (Adrianzen)

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

14E.5 AGREEMENT WITH EMS LINQ INC. – AMENDMENT NO. 2 (Adrianzen/Zarzosa)

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

14E.6 AGREEMENT WITH IMAGINE LEARNING FOR SITE LICENSES (Colom)

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

14E.7 AGREEMENT WITH ACHIEVE3000 FOR DIFFERENTIATED LITERACY (Colom)

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

14E.8 AGREEMENT WITH 806 TECHNOLOGIES, INC. FOR THE TITLEICRATE PROGRAM (Colom)

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

14E.9 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC AGENCIES FOR 2019-2020 SCHOOL YEAR – MEDICAL STAFFING NETWORK (Colom/Madera)

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

14E.10 AGREEMENT WITH FULCRUM MANAGEMENT SOLUTIONS, INC. FOR THOUGHTEXCHANGE ENTERPRISE SOFTWARE (Colom)

The Board approved the agreement with Fulcrum Management Solutions, Inc. to continue with the services of Thoughtexchange Enterprise Software during the 2019-20 school year at a cost not to exceed \$24,000.00 from the Supplemental and Concentration fund.

14E.11 AGREEMENT WITH RICH THOME CONSULTING FOR 2019-2020 (Potter)

The Board approved the agreement with Rich Thome Consulting to provide coaching and consulting services to the Superintendent and the Executive Director of Curriculum, Instruction, and Innovation in an amount of \$12,000.00 from the General fund.

14E.12 AGREEMENT WITH SAN DIEGO STATE UNIVERSITY FOR STUDENT TEACHERS (Farkas)

The Board approved/ratified the agreement with San Diego State University for student teachers during 2019-2020 through 2023-2024 school years at no cost to the District.

14E.13 AGREEMENT WITH EDUCATIONAL EQUITY FOR ALL – AMENDMENT (Colom/Madera)

The Board approved the amendment to the Educational Equity For All agreement to provide additional staff development sessions for Special Education teachers for school year 2019-20 at a total contract cost of \$4,800.00 from the Special Education fund.

14E.14 AGREEMENT WITH CAPITOL ADVISORS GROUP, LLC (Adrianzen)

The Board approved/ratified the agreement with Capitol Advisors Group, LLC for consulting services at an annual cost up to \$25,000.00 from the General fund.

14E.15 AGREEMENT WITH DR. DEBRA DUPREE, RELATIONSHIPS AT WORK, INC. FOR INTERACTIVE PROCESS SERVICES (Farkas)

The Board approved/ratified the Consultant and Professional Expert Agreement with Dr. Debra Dupree, Relationships at Work, Inc. to provide interactive process services.

14E.16 AGREEMENT WITH SAN DIEGO COUNTY OFFICE OF EDUCATION – INTERN PROGRAM (Farkas)

The Board approved/ratified the agreement between San Ysidro School District and San Diego County Office of Education to support Intern Program placements effective July 1, 2019 through June 30, 2022.

14E.17 AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR TEMPORARY TRANSFER OF FUNDS 2019-2020 (Adrianzen)

The Board approved the agreement with the County of San Diego requesting a temporary transfer of funds from the County Treasury as needed for the 2019-20 fiscal year. Marilyn Adrianzen, Chief Business Official, will provide a brief explanation of this item as it relates to payroll.

14E.18 AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 3 (Adrianzen/Azevedo)

The Board approved/ratified Amendment No. 3 to the Aguilar Architects Agreement for Post Construction items that require attention for DSA closeout of the La Mirada and Smythe Modernization Projects in an amount up to \$27,230.00 from the General fund.

14E.19 MEMORANDUM OF UNDERSTANDING WITH YMCA CHILDCARE RESOURCE SERVICES FOR PARENT EDUCATIONAL WORKSHOPS (Colom/Reed)

The Board approved the Memorandum of Understanding with the YMCA Childcare Resource Services to provide parent educational workshops during school year 2019-20 at no cost to the District.

14E.20 AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) FOR INDUSTRIAL STORMWATER PERMIT SUPPORT (SEVENTH PROJECT) (Adrianzen/Azevedo)

The Board approved the Seventh Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority for Industrial Stormwater Permit Support in an amount up to \$4,000.00 from the General fund.

14E.21 AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) FOR MUNICIPAL STORMWATER PROGRAM SUPPORT (EIGHTH PROJECT) (Adrianzen/Azevedo)

The Board approved the Eighth Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority for Municipal Stormwater Program Support in an amount up to \$3,200.00 from the General fund.

14E.22 AGREEMENT WITH GRAND CANYON UNIVERSITY – STUDENT TEACHING PROGRAM (Farkas)

The Board approved the agreement with Grand Canyon University to support student teaching placements effective August 9, 2019 through June 4, 2020.

14E.23 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT -AMENDMENT NO. 2 (Colom/Reed)

The Board approved Amendment No. 2 to the California State Department of Education Contract No. CSPP-8470 for the Preschool & Child Development Programs fiscal year 2018-2019 adding contract language to include the San Diego County Pilot Plan as approved by the California Department of Education.

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

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

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
TUESDAY, AUGUST 20, 2019
5:30 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Tuesday, August 20, 2019 at 5:30 p.m., and conducted its business meeting at the **San Ysidro School District - Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President I. Lopez Time: 5:30 p.m.

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

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

3. FLAG SALUTE by Irene Lopez, Board President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: Martinez Second: Pallasigue Vote: Unanimous

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

Clerk Martinez made the motion to recess to Closed Session, seconded by Member Pallasigue. The vote was unanimous.

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:32 p.m. in accordance with section 54954.5 regarding:

6.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

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

6.2 GOVERNMENT CODE SECTION 54957 (Potter/Farkas)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

RECONVENED into OPEN SESSION at 6:15 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 **13.1** and section 54957.1.

The Board had nothing to report from Closed Session.

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

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

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

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

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

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

None at this time.

10. GENERAL ADMINISTRATION

10.1 RESOLUTION NO. 19/20-0016 REQUESTING A TEMPORARY TRANSFER OF FUNDS (Adrianzen)

The Board approved and adopted Resolution No. 19/20-0016 requesting a Property Tax temporary transfer of funds from the County Treasury as needed for the 2019-20 fiscal year. Marilyn Adrianzen, Chief Business Official, provided a brief explanation of this item as it relates to payroll.

Clerk Martinez commented for the record, that the district will pay back this loan by June 30, 2020.

Motion: Gurmilan Second: Pallasigue Vote: Unanimous

10.2 AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR TEMPORARY TRANSFER OF FUNDS 2019-2020 (Adrianzen)

The Board approved the agreement with the County of San Diego requesting a Property Tax temporary transfer of funds from the County Treasury as needed for the 2019-20 fiscal year.

Motion: Martinez Second: Pallasigue Vote: Unanimous

10.3 REVISED JOB DESCRIPTION FOR PRINCIPAL - ELEMENTARY (Farkas)

The Board approved the revised job description for Principal - Elementary.

Motion: Martinez Second: Pallasigue Vote: Unanimous

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

August 20, 2019

3

11. ADJOURNMENT Time: 6:26 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: September 12, 2019

VIA: Gina Potter, Ed.D.
Superintendent

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

INITIAL: gap
 Informational
 Action

AGENDA ITEM: NOMINATIONS – CSBA DIRECTORS-AT-LARGE AFRICAN AMERICAN AND AMERICAN INDIAN

BACKGROUND INFORMATION:

The San Ysidro School District is a member of the California School Boards Association (CSBA). Annually, CSBA in accordance with its Bylaws, begins the process of nominations for Directors-at-Large.

All nominees must serve on a CSBA member board and each nomination board must certify that the nominee has consented to run. The election of these two-year seats will take place at CSBA’s Delegate Assembly meeting on December 4, 2019.

The CSBA Board of Directors adopts a vision, mission and goals of the association. They provide advocacy on behalf of children, public education, local boards and the association. The Directors-at-Large African American, American Indian and County will serve as members of the Board of Directors. Directors are expected to approximately attend five CSBA Board of Director meetings and two Delegate Assembly meetings per year, as well as other CSBA functions and events.

The current Directors-at-Large are as follows:

- African American – Betty Lusk (Monterey Peninsula USD)
- American Indian – Crystal Martinez-Alire (Elk Grove USD)

RECOMMENDATION:

Accept nominations for the CSBA Directors-at-Large African American and American Indian.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <u>ma</u>	
Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
N/A <small>(Amount)</small>	N/A <small>(Name of funding source and/or location)</small>	-- <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:

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

2019



Director-at-Large, African American, American Indian, and County Nomination Form

Nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education who has consented to be nominated. It is the responsibility of the nominating board to obtain permission prior to making the nomination. *(Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)*

The deadline for the nomination form is Saturday, October 5, 2019.

Please submit a separate nomination form for each position nominated.

The governing board of the _____ School District or County Office Board of Education voted to nominate _____ as a candidate for
(Nominee name)
the following Director-at-Large position:

- Director-at-Large, African American
- Director-at-Large, American Indian
- Director-at-Large, County

The nominee is a member of the _____ School District or County Office Board of Education, which is a member of CSBA. The nominee has been contacted and given permission to be nominated.

Signature of the Board Clerk or Board Secretary

Date

Please submit this nomination form by choosing only ONE of the following options:

- E-mail: nominations@csba.org – due by 11:59 p.m., no later than Sat. 10/5/19
- FAX: Attn: Executive Office – CSBA Pres. – 916.371.3407 no later than Sat. 10/5/19
- U.S. Mail Postmarked by US Postal Service no later than Sat. 10/5/19
Dr. Emma Turner, CSBA President
California School Boards Association
3251 Beacon Blvd. | West Sacramento, CA 95691



Frequently Asked Questions re Election to CSBA's Board of Directors for 2019-2021 Term as a Director-at-Large

How many Directors-at-Large are there? There are 5 Directors-at-Large – African American, American Indian, Asian/Pacific Islander, Hispanic, and County. In addition, there are 4 officers, 21 Regional Directors, the President of the California County Boards of Education (CCBE) who serves a one-year term, and any Director or officer of the National School Boards Association.

Which Director-at-Large positions are up for election? In even-numbered years, the Directors-at-Large, Asian/Pacific Islander and Hispanic are elected. In odd-numbered years, Directors-at-Large, African American, American, and County.

Who can run for Directors-at-Large? Any board member from a CSBA-member district or county office of education board.

Who can nominate the Directors-at-Large? Any district or county office of education whose board is a member of CSBA. However, only county offices of education may nominate a Director-at-Large, County.

Nomination forms are due by **Saturday, October 5, 2019** via U.S. Postal Service postmark or emailed to nominations@csba.org. **Candidate Form and two letters of recommendation** are due by **Friday, October 11, 2019** via U.S. Postal Service postmark or emailed to nominations@csba.org. A completed nomination packet includes:

- **Nomination form from a member board:** A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.
- **Candidate Form:** A signed, and dated candidate form completed by the nominee. An optional, one-page résumé from the nominee may be submitted.
 - 1) **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Dr. Emma Turner. Recommendation letters must be from 1) A CSBA member district or county office of education (COE) board - **if letter is signed by the Superintendent, it must state in the letter "on behalf of the board."**
 - 2) An individual board member from a CSBA member district or COE board; and
 - 3) 3) Another association of school or county office of education board members

When and where are the elections? Wed., Dec. 4 at CSBA's Delegate Assembly mtg at the Marriott Marquis San Diego.

How long does a Director-at-Large serve on the Board? Directors serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show. Directors may run for re-election if they choose to.

When and Where are the required meetings for CSBA Directors? Each year, there are 5 Board meetings and 2 Delegate Assembly meetings. Board meetings are held over a weekend, except for the meetings in May and late November or early December when meetings are a single day. The meetings in late January/early February, late March/early April, and late September/early October, take place at the CSBA office in West Sacramento. The May meeting takes place at the Sacramento Hyatt the day before the Delegate Assembly meeting. In 2020, the December meeting will take place in Anaheim, the day before the Delegate Assembly meeting.

What do Directors do? Members of the Board of Directors establish the vision, mission and goals for the Association, ensure that Association activities and programs remain focused on those goals and the issues identified in the Policy Platform. The Board of Directors adopt final positions and policies and legislation that are consistent with the Policy Platform. They provide advocacy on behalf of children, public education, local boards and the Association; serve on committees, receive reports and updates on major programs. They also provide two-way communication with Delegate Assembly members and local board members, and support and participate in the Association's activities and events.

In addition, the Board has corporate duties to adopt the Association's budget; adopt and amend the Association's Standing Rules; receive reports on corporate operations; approve the hiring and terms of employment of the CEO & Executive Director, upon recommendation of the Executive Committee; comment annually on the performance, and act on the contract of the CEO & Executive Director, upon recommendation of the Executive Committee; and abide by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy, as adopted by the Board of Directors.

7/2019 - For questions or additional information, please contact CSBA's Executive Office at (800) 266-3382.

S:\EONominations & Elections\BOD\Directors at Large\Odd Number Years\Nom and Elec Year 2019\Directors-at-Large FAQ.docx



2019 Director-at-Large, African American, American Indian, & County Candidate Form

Deadline: Friday, October 11, 2019 Please submit this Candidate form by choosing **one** of the following options: E-mail, nominations@csba.org, or Fax to ATTN: Dr. Emma Turner, President at (916) 371-3407, or U.S. Postal mail, Dr. Emma Turner, President California School Boards Association | 3251 Beacon Blvd. | West Sacramento, CA 95691. Please complete in the spaces provided, do not state "See résumé" on the form. An optional, single-sided, one-page résumé may also be submitted.

I AM RUNNING FOR: _____

Name: _____	Region: _____
District or COE: _____	Years on board: _____ ADA: _____
Contact Number: _____	Preferred E-mail: _____
Profession: _____	

1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?

2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.

3. What is one characteristic that you believe every leader should possess?

4. What do you see as the biggest challenge facing governing board members and how can CSBA help?

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Signature

Date



California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION

DEADLINE Saturday, October 5, 2019

Please deliver to all members of the governing board.

July 31, 2019

MEMORANDUM

TO: All CSBA Member Districts and County Offices of Education
FROM: Dr. Emma Turner, CSBA President
SUBJECT: Call for Nominations for CSBA Directors-at-Large African American, American Indian, and County

Nominations for CSBA Directors-at-Large African American, American Indian, and County are currently being accepted until Saturday, October 5, 2019. Information, including required forms, related to the nomination and election process are available online, please visit www.csba.org. Directors-at-Large play an important role at CSBA, helping shape policy and set organizational direction.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. (Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)

The elections will take place at CSBA's Delegate Assembly meeting on Wednesday, December 4, 2019 at the Marriott Marquis San Diego Marina. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference, December 7, 2019.

Nomination forms are due by **Saturday, October 5, 2019** (U.S. Postmark or email nominations@csba.org.)

Candidate Form and two letters of recommendation are due by **Friday, October 11, 2019** (U.S. Postmark or email nominations@csba.org.)

- **Nomination form from a member board:** A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.
- **Candidate Form:** A signed and dated candidate form completed by the nominee.
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Dr. Emma Turner. Recommendation letters may be from:
 - 1) A CSBA member district or county office of education (COE) board - *if letter is signed by the Superintendent, it must state in the letter "on behalf of the board."*
 - 2) An individual board member from a CSBA member district or COE board
 - 3) Another association of school or county office of education board members
- **An optional, one-page résumé** from the nominee.

Please contact CSBA's Executive Office at 800-266-3382 should you have any questions. More information about the Directors-at-Large nomination and election process, as well as required documents, may be found at www.csba.org.

Thank you.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: MC
 Informational
 Action

AGENDA ITEM: ANNUAL PUBLIC HEARING REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION

BACKGROUND INFORMATION:

Assembly Bill 831, Chapter 118, Statutes of 2005, took effect July 25, 2005. AB831 modified the annual public hearing requirement in Education Code Section 60119 and modified the expenditure requirements related to Williams Settlement instructional materials funds.

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24). After the public hearing, the Governing Board must make a determination as to whether each pupil in each school has sufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in Mathematics, Science, History-Social Science and Reading/Language Arts.

RECOMMENDATION:

Open/Close the annual public hearing regarding Sufficiency of Instructional Materials and Williams Settlement Legislation Instructional Materials for the 2019-2020 fiscal year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: MC

Financial Implications?

Yes No

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

Yes No

Requisition #

(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



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

Gina A. Potter, Ed.D.
Superintendent

Manuela Colom
Executive Director

August 26, 2019

Please Post

NOTICE OF PUBLIC HEARING

In compliance with Education Code, Section 60119, the Governing Board of Education of the San Ysidro School District invites you to attend a public hearing to determine by resolution whether each pupil in the District has sufficient instructional materials in each subject that are consistent with the content and cycles of the curriculum frameworks adopted by the California State Board of Education and in compliance with the Instructional Materials Funding Realignment Program (IMFRP) (Education code sections 60420-60424).

Said hearing will take place on:

DATE: September 12, 2019

TIME: 6:00 pm

PLACE: San Ysidro Middle School-MCC
4345 Otay Mesa Road
San Ysidro, California 92173



GOVERNING BOARD

Irene Lopez, President
Humberto Gurmilan, Vice-President
Antonio Martinez, Clerk
Rudy Lopez, Member
Rosaleah Pallasigie, Member

Quality education and opportunity for all students to succeed

Gina A. Potter, Ed.D.
Superintendent

Manuela Colom
Executive Director

Agosto 26, 2019

Favor de publicar

AVISO DE AUDIENCIA PÚBLICA

En cumplimiento del Código de Educación sección 60119, la Mesa Directiva de Educación del Distrito Escolar de San Ysidro les invita a una audiencia pública que determinará por medio de una resolución si todos los alumnos del distrito tienen suficientes materiales de instrucción en cada materia que sea consistente con el contenido y ciclos de la estructura curricular adoptados por la Mesa Directiva de Educación del Estado de California, en cumplimiento del Programa de Alineación y Rectificación de Materiales de Instrucción (IMFRP) (Código de educación, secciones 60424 60420).

Dicha sesión tendrá lugar en:

FECHA: 12 de septiembre del 2019

HORA: 6:00 pm

LUGAR: Escuela Intermedia San Ysidro-MCC
4345 Otay Mesa Road
San Ysidro, California 92173

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Educational Services,
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: RESOLUTION 19/20-0014 DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2019-2020

BACKGROUND INFORMATION:

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24).

During the regular Governing Board meeting, the Governing Board must make a determination as to whether each pupil in each school has sufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in Mathematics, Science, History-Social Science and Reading/Language Arts. Upon the determination of sufficiency, the Resolution of Determining Sufficiency of Instructional Materials must be adopted by the Governing Board and signed by the Clerk of the Governing Board.

RECOMMENDATION:

Adopt Resolution No. 19/20-0014 determining Sufficiency of Instructional Materials for fiscal year 2019-2020.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Curriculum, Instruction, and Data Driven Systems

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: 
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
N/A <small>(Amount)</small>	N/A <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 19/20-0014**

**Resolution Determining Sufficiency of
Instructional Materials for 2019-2020**

On motion of Member, _____
Seconded by Member, _____

The following resolution is adopted:

WHEREAS, the Governing Board of San Ysidro School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 12, 2019, at six p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the District that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the District, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-Social Science
- English/Language Arts, including English Language Development

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language, and;

THEREFORE, IT IS RESOLVED, that for the 2019-20 school year, the San Ysidro School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED by the Governing Board on September 12, 2019 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Antonio Martinez, Clerk of the Governing Board, do hereby certify that the foregoing is a full and correct copy of Resolution No. 19/20-0014 duly passed and adopted by the Governing Board of the San Ysidro School District at a regularly called and conducted meeting held on said September 12, 2019.

Antonio Martinez
Clerk to the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Educational Services,
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: RESOLUTION 19/20-0015 TO SUPPORT RED RIBBON WEEK, OCTOBER 23 – 31, 2019: “SEND A MESSAGE, STAY DRUG FREE”

BACKGROUND INFORMATION:

History: The Red Ribbon Celebration began when drug traffickers in Mexico murdered DEA Agent Enrique Camarena in 1985. Red Ribbons are worn during Red Ribbon Week each year to demonstrate commitment to a healthy, drug-free lifestyle.

Purpose: The purpose of the Red Ribbon Celebration is to present a unified and visible commitment toward the creation of a Drug-Free America and develop an attitude of “zero” tolerance to the use of illegal substances.

The Red Ribbon Celebration is designed to:

- Create awareness about the problems related to the use of tobacco, alcohol, and other drugs;
- Build and support community prevention coalitions; and
- Organize and support healthy, drug-free youth activities and programs.

Red Ribbon Week in California will be the week of October 23-31, 2019. The theme for this year is “Send a Message, Stay Drug Free”. All schools will be provided with holographic bracelets for their staff and students to wear during “Red Ribbon Week” signifying their commitment to a drug-free school and community.

RECOMMENDATION:

Approve Resolution No. 19/20-0015 to support the activities during the Red Ribbon week on October 23-31, 2019, with expenditures at the cost of \$1,800.00 for bracelets from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$1,800.00

General Fund

--

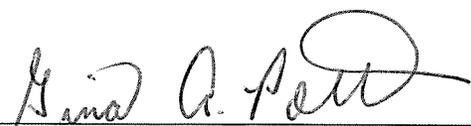
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
Governing Board**

**RED RIBBON WEEK
Resolution No. 19/20-0015**

WHEREAS, alcohol and other drug abuse continues to result in serious health, social and economic consequences in the United States; and,

WHEREAS, it is imperative that communities continue to create coalitions to launch unified and visible community-based alcohol, tobacco, and other drug abuse prevention and education strategies; and,

WHEREAS, the collaborative efforts of communities, governments, businesses, law enforcement, schools, religious institutions, and service organizations form the basis of community empowerment and mobilization; and,

WHEREAS, it is these effective partnerships which enable all community members to declare themselves as "Send a Message, Stay Drug Free"; and,

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week," October 23-31, 2019; and

WHEREAS, businesses, governments, law enforcement, schools, religious institutions, service organizations, youth, medical personnel, senior citizens, military, sports teams, and individuals will demonstrate their commitment to alcohol, tobacco and other drug problem-free communities by wearing and displaying red ribbons during this week-long campaign; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District does hereby support October 23-31, 2019, as RED RIBBON WEEK, and encourages all citizens and the schools of the District to participate in alcohol, tobacco, and other drug prevention and education programs and activities, making a visible statement and commitment to the development and maintenance of healthy, problem-free communities.

PASSED AND ADOPTED this 12th day of September 2019 at a regular meeting of the Governing Board of the San Ysidro School District.

Irene Lopez, President

Humberto Gurmilan, Vice-President

Antonio Martinez, Clerk

Rudy Lopez, Member

Rosaleah Pallasigue, Member

Gina A. Potter, Ed.D., Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Educational Services,
Manuela Colom, Executive Director

INITIALS: 
 Informational
 Action

AGENDA ITEM: RESOLUTION 19/20-0018 IN SUPPORT OF K-8 CIVIC LEARNING OPPORTUNITIES FOR SAN YSIDRO SCHOOL DISTRICT STUDENTS

BACKGROUND INFORMATION:

The success of our Nation and State depends on the health of our democracy. Schools are called upon to prepare students for a lifetime of knowledgeable, engaged, and active citizenship. California currently ranks 38th of 50 states in civic engagement and the education system has a major role in ensuring students have equitable access to learning how to participate in our democracy.

Research has shown that lower income, African American, Hispanic, and rural students score lower on tests of civic knowledge than their more privileged counterparts who are exposed to civic learning, not only in school, but also from their families and communities. The Local Control Funding Formula (LCFF) recognizes the necessity of investing in the reduction and ultimate removal of inequitable outcomes. Revitalizing civic learning opportunities in an equitable manner can contribute to meeting these goals.

By adopting this resolution, the San Ysidro School District will encourage our schools to apply for the annual Civic Learning Award as a means of sharing their ideas, instructional practices, and resources for strengthening civic learning state-wide.

RECOMMENDATION:

Adopt Resolution No. 19/20-0018 in support of K-8 Civic Learning Opportunities for San Ysidro School District Students.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Curriculum, Instruction, and Data Driven Systems

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 19/20-0018**

**In Support of K-8 Civic Learning
Opportunities for San Ysidro School District Students**

On motion of Member, _____

Seconded by Member, _____

The following resolution is adopted:

WHEREAS: It is the goal of the San Ysidro School District to prepare *all* of our students for college, career, civic life; and,

WHEREAS: Schools are a critical place for students to develop the civic knowledge, skills and values needed to effectively participate in our democracy. Research demonstrates that six core activities - known as the Six Proven Practices in Civic Learning - directly improve the quality and effectiveness of civic learning in our schools. Some of these practices are already being implemented in our classrooms and include classroom instruction in government, history, law and democracy; discussion of current events; service-learning; extra-curricular or co-curricular activities; student voice in school governance; and simulation of democratic processes; and,

WHEREAS: The success of our Nation and State depends on the health of our democracy. Schools are called upon to prepare students for a lifetime of knowledgeable, engaged, and active citizenship. California currently ranks 38th of 50 states in civic engagement; and,

WHEREAS: The education system has a major role in ensuring students have equitable access to learning how to participate in our democracy. Research has shown that lower income, African American, Hispanic, and rural students score lower on tests of civic knowledge than their more privileged counterparts who are exposed to civic learning, not only in school, but also from their families and communities. The Local Control Funding Formula (LCFF) recognizes the necessity of investing in the reduction and ultimate removal of inequitable outcomes. Revitalizing civic learning opportunities in an equitable manner can contribute to meeting these goals; and,

WHEREAS: We have much to gain by revitalizing civic learning. In addition to the chief benefits of a vibrant and informed civic life and democracy; high quality civic learning also helps teach children the skills they need for the 21st century workplace, such as critical thinking, collaboration, creativity, initiative, and innovation. In addition, it can improve school climate and safety, lower a schools' dropout rate and promote academic achievement, including in Common Core State Standards; and,

WHEREAS: There has never been a better - or more crucial time - to revitalize civic learning in our schools. Many resources are available to assist schools and teachers with revitalizing civic learning; and,

THEREFORE BE IT RESOLVED: that the Board of Education of the San Ysidro School District requests that the Superintendent and staff work toward creating and implementing a plan for developing the civic literacy of all its students by encouraging our schools to continue to integrate the Six Proven Practices into instructional practice and school life; and ensure that adequate time and resources are dedicated to this goal; and,

BE IT FURTHER RESOLVED, that San Ysidro School District will encourage our schools to apply for the annual Civic Learning Award as a means of sharing their ideas, instructional practices, and resources for strengthening civic learning state-wide; and,

BE IT FURTHER PROCLAIMED, that the Board of Education of the San Ysidro School District will lead by example on what good participatory citizenship looks like by actively reaching out to our constituents, including students; carefully considering the needs and wishes of parents and students; thoroughly deliberating issues that come before us, working collaboratively, and appropriately delegating and supporting the Superintendent of Schools in carrying out the vision of the District so that the students' interests are best served.

PASSED AND ADOPTED by the Governing Board on September 12, 2019 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Antonio Martinez, Clerk of the Governing Board, do hereby certify that the foregoing is a full and correct copy of Resolution No. 19/20-0018 duly passed and adopted by the Governing Board of the San Ysidro School District at a regularly called and conducted meeting held on said September 12, 2019.

Antonio Martinez
Clerk to the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0017

The Governing Board of any school district may direct the moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603.

The Governing Board of the San Ysidro School District adopts this Resolution for fiscal year 2019-2020 to temporarily transfer (temporary borrowing) funds between the following funds provided that all transfers are approved by the Superintendent and/or designee:

- General Fund Unrestricted
- General Fund Restricted
- Child Development Fund
- Cafeteria Fund
- Building Fund

RECOMMENDATION:

Approve/Ratify Resolution No. 19/20-0017 establishing a temporary interfund borrowing of special or restricted fund moneys effective July 1, 2019 through June 30, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MAW

Financial Implications?

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

Requisition #

Yes No

Yes No

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: September 12, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: 2018-2019 UNAUDITED FINANCIAL REPORT

BACKGROUND INFORMATION:

AB1200 requires local educational agencies (LEA) to submit their Unaudited Actuals Financial Reports to their county office of education. Districts should use the California Department of Education's SACS software. Reports are due upon completion, but no later than September 15th of each year.

REPORT UNDER SEPARATE COVER

RECOMMENDATION:

Approve the 2018-2019 Unaudited Actuals Financial Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	Business Services Reviewed: <u>MA</u> Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">N/A</div> (Amount)	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">N/A</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">--</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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: EDUCATION PROTECTION ACCOUNT (PROP 55) – EXPENDITURE REPORT

BACKGROUND INFORMATION:

Proposition 55 amends Proposition 30 effective November 8, 2016, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The new revenues generated from Proposition 55 are deposited into a newly created state account called the Education Protection Account (EPA).

The San Ysidro School District’s Governing Board approved the EPA Spending Plan for 2018-19 on June 14, 2018. At that time, revenue and expenditures were estimated at \$5,520,460.00. At year end of 2018-19, the actual amount allocated to the District was \$2,386,044.00. Eligible expenditures in the amount of \$2,336,263.00 were allocated to certificated salary costs as described in the original Spending Plan. The EPA Expenditure Report for 2018-19 will be available to the public on the District’s website.

RECOMMENDATION:

Information Only.

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 Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Business Services Reviewed: <u>MA</u> Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">N/A</div> (Amount)	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">N/A</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">--</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

Expenditures through:
For Fund(s), Resource(s), and Project Year(s):

01 1400 0 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	49,881.00
LCFF Sources	8010-8099	2,336,163.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
TOTAL AVAILABLE		2,386,044.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	1,692,488.91
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	643,774.09
Books and Supplies	4000-4999	0.00
Services and Other Operating Expenditures	5000-5999, except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999	0.00
Other Outgo (Excluding Indirect Costs)	7000-7299, 7400-7499	0.00
Indirect Costs	7310,7350	0.00
Other Financing Uses	7600-7999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		2,336,263.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		49,781.00
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		2,336,263.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0019

BACKGROUND INFORMATION:

Each year, School Districts are required by Government Code Section 7906(f) to report to the Superintendent of Public Instruction and to the Director of Finance at least annually its appropriation limit, its appropriations subject to limitation, the amount of its State aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit (Gann Limit). These reports are accumulated at the State level and are used by the State to determine its compliance with appropriations limits as set forth under Gann Limit legislation enacted many years ago. The District is submitting the attached report to be in compliance with Government Code Section 7606(f).

- 2018-19 Appropriations Limitation Recalculation \$29,779,260.53
- 2019-20 Estimated Appropriations Limitation \$30,461,875.63

RECOMMENDATION:

Approve Resolution No. 19/20-0019 Adopting the Appropriation Limit (Gann Limit) for 2018-19 and the 2019-20 Estimated Appropriations Limitation.

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

N/A

(Amount)

N/A

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION 19/20-0019
ADOPTING THE “GANN” LIMIT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2018-2019 fiscal year and a projected Gann Limit for the 2019-2020 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2018-2019 and 2019-2020 fiscal years are made in accordance with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2018-2019 and 2019-2020 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District on this 12th of September of 2019, the following vote:

Ayes:

Noes:

Absent:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Antonio Martinez, Clerk of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution 19/20-0019 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2017-18 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2017-18 Actual			2018-19 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	29,763,808.05		29,763,808.05			29,779,260.53
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	4,508.46		4,508.46			4,351.32
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2017-18			Adjustments to 2018-19		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2018-19 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2018-19 P2 Report			2019-20 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	4,351.32		4,351.32	4,286.15		4,286.15
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			4,351.32			4,286.15
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2018-19 Actual			2019-20 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	118,006.20		118,006.20	118,006.00		118,006.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	17,799,375.45		17,799,375.45	17,813,027.00		17,813,027.00
5. Unsecured Roll Taxes (Object 8042)	591,471.45		591,471.45	586,449.00		586,449.00
6. Prior Years' Taxes (Object 8043)	(8,379.92)		(8,379.92)	(3,836.00)		(3,836.00)
7. Supplemental Taxes (Object 8044)	605,788.26		605,788.26	596,839.00		596,839.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(9,594.00)		(9,594.00)	(66,179.00)		(66,179.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	1,668,726.18		1,668,726.18	1,380,714.00		1,380,714.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	20,765,393.62	0.00	20,765,393.62	20,425,020.00	0.00	20,425,020.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	20,765,393.62	0.00	20,765,393.62	20,425,020.00	0.00	20,425,020.00

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			492,023.00			449,631.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			492,023.00			449,631.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	26,901,036.00		26,901,036.00	26,861,764.00		26,861,764.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	1,208,551.83		1,208,551.83	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	28,109,587.83	0.00	28,109,587.83	26,861,764.00	0.00	26,861,764.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	61,700,600.68		61,700,600.68	56,828,880.00		56,828,880.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	136,776.39		136,776.39	150,000.00		150,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS						
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			29,763,808.05			29,779,260.53
2. Inflation Adjustment			1.0367			1.0385
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9651			0.9850
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			29,779,260.53			30,461,875.63
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			20,765,393.62			20,425,020.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			522,158.40			514,338.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			9,505,889.91			10,486,486.63
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			9,505,889.91			10,486,486.63
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			67,253.73			81,806.94
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			20,832,647.35			20,506,826.94
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			9,438,636.18			10,404,679.69
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			20,832,647.35			
b. State Subventions (Line D8)			9,438,636.18			
c. Less: Excluded Appropriations (Line C23)			492,023.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			29,779,260.53			

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

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

INITIAL: gap
 Informational
 Action

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

BACKGROUND INFORMATION:

The Governing Board has over the years subscribed to memberships and organizations that help build the Board's awareness, knowledge and overall governance ability. The San Diego County School Boards Association advocates for public education, quality schools and programs for all students.

RECOMMENDATION:

Approve the Governing Board membership for the 2019-2020 school year to the San Diego County School Boards Association at a cost of \$323.67 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MW
Requisition #

Financial Implications?

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

Yes No

Yes No

\$323.67
(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



SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION
6401 Linda Vista Road • San Diego, California 92111-7399
(858) 292-3515

May 24, 2019

Invoice No. SDCSBA-1920-34

SAN YSIDRO SCHOOL DISTRICT membership dues for school year 2019-20 (Authorized by Education Code Section 1071):

\$323.67

Bylaws of the Association provide annual dues at three and one-half percent (3.5%) of the California School Boards Association dues for said member district for the same year. The Board of Directors shall have the power to decrease such annual dues at any time by majority vote of all members of the Board of Directors. The Board voted to decrease the 2019-20 annual dues to 3%. This invoice reflects the change.

Annual dues shall be payable July 1 of each year for the period of July 1 to June 30 inclusive, and shall become delinquent October 1 of each year.

Please make checks payable to **San Diego County School Boards Association**

If you have any questions, please contact Carmen Aguilar (858) 292-3515.

REC'D ADMINISTRATION
MAY 29 '19 PM5:16

13.13
Page 2 of 8 *YAP*

**BYLAWS
OF
SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION**

**ARTICLE I
NAME AND OBJECTIVES**

SECTION 1. The name of the ASSOCIATION shall be the San Diego County School Boards Association.

SECTION 2. The objectives of this Association are:

1. To provide an ASSOCIATION through which the school board members of San Diego County can speak with a collective voice.
2. To exchange ideas regarding the policies of school districts in San Diego County.
3. To collaborate with other education organizations and to communicate with school board members throughout San Diego County.
4. To evaluate and/or promote legislation for the improvement of education in the public schools of California and San Diego County.
5. To provide professional development for the school board members of San Diego County
6. The ASSOCIATION shall work collaboratively with other education organizations, local government agencies and community organizations to provide leadership training and collaboration throughout the county.

**ARTICLE II
MEMBERSHIP**

SECTION 1. Every school district located in San Diego County that is a member of CSBA is entitled to membership in this ASSOCIATION. Membership may be revoked by a majority vote of the Board of Directors upon non-payment of dues. The Board of Directors is comprised of members of CSBA's Delegate Assembly.

SECTION 2. The Board of Directors shall set the annual dues and be based on average daily attendance (ADA) as reported by districts on their P-2 Report in March. Dues notices will be sent by asst. to supt. at SDCOE no later than May 15. Annual dues shall be payable July 1 of each year for the period of July 1 to June 30 and shall become delinquent September 1 of each year.

SECTION 3. Only board members of member districts in good standing shall be entitled to vote at the bi-annual or special meeting(s).

ARTICLE III OFFICERS AND TERMS

SECTION 1. The elected officers (Executive Committee) of this ASSOCIATION shall be a President, Vice-President, Secretary, Treasurer and Legislative chairperson. Each officer shall serve for a term of two years beginning at the close of the bi-annual meeting of each even-numbered year.

SECTION 2. DUTIES OF OFFICERS

A. PRESIDENT

- Preside at all meetings of the ASSOCIATION and the Board of Directors
- Serve as an ex-officio member of all committees
- Appoint members to committees with the approval of the Board of Directors (Committees shall include, but not be limited to Audit, Nominating and Budget)
- Be the spokesperson for the ASSOCIATION

B. VICE-PRESIDENT

- Succeed the President in the event of a vacancy
- Perform the duties of the President in the absence or disability of that officer to act
- Serve as Chairperson of the annual Honoring our Own event and the bi-annual meeting

C. SECRETARY

- Keep the minutes of the ASSOCIATION and the Board of Directors,
- The Secretary or Designee shall maintain the records of the ASSOCIATION
- Act as custodian of all the ASSOCIATION'S business and legal documents
- Maintain extra copy of all approved business and legal documents in designated location at SDCOE

D. TREASURER

- Serve as the financial custodian and disbursing agent of the ASSOCIATION
- Prepare a financial report for each meeting of the Board of Directors
- Prepare a financial recap to be included in the annual Honoring our Own program in odd numbered years
- Prepare a full financial report for the ASSOCIATION at the bi-annual meeting
- Develop an annual budget, with the assistance of the budget committee, to be adopted at the September meeting of the Board of Directors
- Submit financial records to the audit committee by August 1 for a September report to the Board of Directors
- File all applicable State and Federal tax documents as well as charitable trust documents yearly
- Maintain extra copy of all financial paperwork, including taxes, audits, etc., in designated location at SDCOE.

E. LEGISLATIVE CHAIR

- Coordinate legislative activities for the ASSOCIATION in partnership with the CSBA Pacer
- Report out at all meetings the status of bills CSBA is following as well as local political scene

SECTION 3. QUALIFICATION OF OFFICERS

Every officer must be a member of a Board of Education of a school district in San Diego County and a member of CSBA's Delegate Assembly. Termination of membership from such a board shall constitute resignation of the member from the ASSOCIATION and from any office held by that member.

SECTION 4. NOMINATIONS AND ELECTIONS OF OFFICERS

The nominating committee composed of three members and one alternate, shall be elected by the Board of Directors not later than 90 days prior to the bi-annual meeting of the ASSOCIATION in each even numbered year. This committee will report its recommendations to the Board of Directors six weeks before the annual meeting. At the annual meeting other candidates may be nominated from the floor.

Where there are no challenges to the slate of officers, the President shall conduct the election by voice vote. Where there are challenges to one or more offices the President shall conduct an election by ballot. Each member of the ASSOCIATION present will be entitled to one vote.

SECTION 5. VACANCY

A vacancy occurring in any office shall be filled for the unexpired term by vote of the Board of Directors.

SECTION 6. ATTENDANCE OF OFFICERS

When an officer fails to attend two regularly scheduled consecutive meetings without an adequate excuse or when an officer is not fulfilling the responsibilities of the office as prescribed in the bylaws, or engages in conduct which the Board of Directors determines to be injurious to the ASSOCIATION or its purposes, the board of Directors may, by a 2/3 affirmative vote of those present, take such action as it determines appropriate. These actions may include asking for the resignation of the officer or removing that officer from office.

SECTION 7. OUTSIDE ASSISTANCE

The officers of this ASSOCIATION may from time to time seek secretarial/financial assistance/guidance from the San Diego County Office of Education. They may also seek outside help for the preparation of taxes and any other related business paperwork of the ASSOCIATION.

ARTICLE IV MEETINGS and PROGRAMS

SECTION 1. BI-ANNUAL MEETING

A bi-annual meeting shall be held each odd calendar year, in April (depending on date of HOO Awards), for the purpose of electing Officers and for the transaction of such other business as may properly come before the meeting. The bi-annual meeting shall be held at the time and place designated by the Board of Directors.

SECTION 2. ESTABLISHMENT OF GOALS

By August (to make recommendations to budget committee) of each year, the Board of Directors shall establish goals for each calendar year and develop programs, budgets, meetings and activities to promote these goals.

SECTION 3. QUORUM

Representation of twenty-five percent of the member school districts of the County of San Diego shall constitute a quorum for the bi-annual meeting, for special meetings, and for the official business conducted by mail.

SECTION 4. NOTICE

Written notice of all meetings shall be provided under this section or as otherwise required by law, at least 72 hours prior to the meeting. The Notice shall state the place, date, and hour of meeting. If the notice is for a special meeting, the purpose of that meeting shall be stated.

SECTION 5. PLACE OF MEETING

Meetings shall be held at the San Diego County Office of Education unless otherwise stated in the notice.

SECTION 6. INFORMAL ACTION

The board may take action without a meeting, subject to ratification of the action, at the next meeting.

**ARTICLE V
BOARD OF DIRECTORS**

SECTION 1. The Board of Directors shall be composed of CSBA’s Region 17 Delegate Assembly members.

SECTION 2. The Board of Directors shall direct and conduct the business of the Association.

SECTION 3. The Board of Directors shall meet in the months of September, October, November, January, February, March and April. The Executive Committee shall meet over the summer to plan the upcoming year’s activities.

SECTION 4. SPECIAL MEETINGS

Special meetings may be requested by the President or the Board of Directors when a majority of the Board of Director members agree a meeting is required.

SECTION 5. REMOVAL /VACANCIES

A member of the Board of Directors can only be removed for cause under direction from CSBA (CSBA’s By-Laws, Section 8 (d), Filling Vacancies). If a vacancy occurs for any other reason other than removal, Section 8 (a,b,c) of CSBA’s by-laws will apply.

SECTION 6. RECORDS

Members of the Board of Directors shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the ASSOCIATION. Inspection of these records will be conducted at the SDCOE by appointment only.

SECTION 7. COMPENSATION

No board member or officer or any member of a committee shall receive any compensation or salary. However, this shall not prevent reimbursements, as approved by the President, or the payment of reasonable compensation for services rendered to or for the ASSOCIATION.

SECTION 8. REIMBURSEMENTS

All requests for reimbursements must be accompanied by a receipt and be approved by the Executive Committee. All reimbursements allocated to offset costs associated with attending CSBA’s Delegate Assembly meetings or any other activity shall only be made payable to the respective school districts, who covered the expenses and not individual delegates. Amounts for such event will be determined by the Board of Directors.

ARTICLE VI - COMMITTEES

SECTION 1. STANDING COMMITTEES

The President shall appoint the chairpersons of all committees from the membership of the Board of Directors of the ASSOCIATION with the approval of the Board of Directors. All committee appointments shall terminate at the end of each fiscal year to allow participation by all members. Chairpersons may be carried over for one year. All committees shall function within the guidelines and budgets established by the Board of Directors.

SECTION 2. AD HOC COMMITTEES

The President may establish ad hoc committees at any time. All ad hoc committees are subject to the same rules and operating procedures as standing committees.

SECTION 3. BUDGET COMMITTEE

The President, with approval of the Board of Directors, shall appoint a committee to assist the treasurer with the preparation of the budget.

ARTICLE VII CONFLICT OF INTEREST POLICY

All members of SDCSBA are annually required to sign the "Conflict of Interest Statement". Should any transaction or act of any member of the Board of Directors constitute a possible conflict of interest, the individual is required to disclose all of the relevant facts for consideration to determine whether a conflict of interest actually exists, and if so, the manner in which it should be resolved.

ARTICLE VIII AMENDMENT TO BYLAWS

SECTION 1. The bylaws may be amended, altered, or repealed by the Board of Directors by two-thirds of a quorum vote at any regular or special meeting. The text of the proposed changes shall be distributed to all board members at least ten (10) days before the meeting.

SECTION 2. The bylaws shall be reviewed biannually in the odd numbered years.

ARTICLE IX RULES OF ORDER

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern this ASSOCIATION in all cases where they are applicable and in which they are not in conflict with these bylaws, or the Articles of Incorporation and the California Non Profit Corporation Law.

**ARTICLE X
CORPORATE SEAL, EXECUTION OF INSTRUMENTS**

The ASSOCIATION shall not have a corporate seal. All instruments that are executed on behalf of the ASSOCIATION, which are acknowledged, that are specifically designated by resolution of the Board of Directors shall be executed by the President or Vice-President and the Secretary or Treasurer.

ARTICLE XI DISSOLUTION

In the event of the dissolution of the ASSOCIATION, the assets shall be applied and distributed as follows:

All liabilities and obligations shall be paid, satisfied and discharged, or adequate provision shall be made therefore. Assets not held upon a condition requiring return, transfer, or conveyance to any other organization or individual shall be distributed, transferred, or conveyed, in trust or otherwise, to charitable and educational organizations, organized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of a similar or like nature to this organization, as determined by the Board of Directors.

**ARTICLE XII
FISCAL YEAR AND TAX NUMBERS**

SECTION 1. The fiscal year of the SDCSBA shall begin July 1 and end June 30.

SECTION 2. The Internal Revenue Service Employer Identification number for SDCSBA is:
33-0197697

SECTION 3. The California State Organization/Corporate (Franchise Tax Board) number is: 2282939

SECTION 4. The Registry of Charitable Trust number is: CT0260515

CERTIFICATION

I certify that the foregoing is a true and correct copy of the bylaws of the above-named ASSOCIATION, duly adopted by the Board of Directors on _____.

Tamara Otero, President

Claudine Jones, Secretary

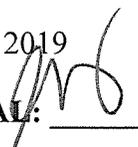
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: EDUCATIONAL FIELD TRIPS FOR SCHOOL YEAR 2019-2020

BACKGROUND INFORMATION:

During school year 2019-2020 students in grades Transitional Kindergarten to Eighth from all of our schools will be participating in different educational field trips that will give students the opportunity to enrich their knowledge in the Common Core State Standards. All field trips will reinforce students' knowledge with pre and post activities.

Cost implications might include student and transportation fees, and these will vary according to the number of students and destination.

Each Principal submitted an Educational Field Trip Plan (see attachments) with detailed information about the field trips they will have this school year.

RECOMMENDATION:

Approve/Ratify the educational field trips to different destinations for students in grades Transitional Kindergarten to Eighth from all schools for the 2019-2020 school year. Student fees and transportation services will be covered from Fundraising, Donations, Museum Grants and the Supplemental and Concentration Fund as needed.

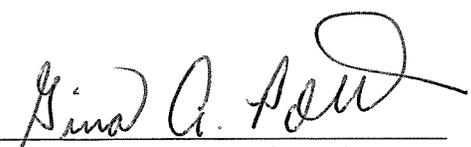
LCAP GOAL AND ACTION/SERVICE:

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed:  Requisition # _____
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
TBD (Amount)	Fundraising, Donations, Grants and Supplemental & Concentration Funds (Name of funding source and/or location)
-- (Funding account number)	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

Educational Field Trips – Item 14D.1

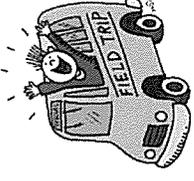
School	Destination	Grade(s)	Classes
La Mirada 08/27/19	Air & Space Museum	3 rd	All Students in this grade
	San Diego Zoo	TK, 1 st , 2 nd , 5 th & 6 th	All Students in these grades
	New San Ysidro Library	4 th	All Students in this grade
	AMC Theater, Palm Promenade	2 nd , 4 th , 5 th & 6 th	All Students in these grades
	Birch Aquarium	4 th	All Students in this grade
	San Diego Safari Park	4 th	All Students in this grade
	Star of India Maritime Museum	4 th	All Students in this grade
	San Diego Children's Museum	2 nd	All Students in this grade
	Sweetwater Valley Pumpkin Patch	2 nd	All Students in this grade
	Bates Farm in Valley Center	2 nd	All Students in this grade
	LEGOLAND	5 th & 6 th	All Students in these grades
Disneyland	4 th	All Students in this grade	
Ocean View 08/27/19	San Diego Zoo	TK, K, PK, 2 nd , 3 rd , 4 th & 5 th	All Students in these grades
	Sea World San Diego	2 nd , 3 rd , 5 th & SDC 4-6	All Students in these grades
	Birch Aquarium	1 st	All Students in this grade
	Wild Animal Park	1 st	All Students in this grade
	USS Midway Museum	2 nd , 3 rd & 4 th	All Students in these grades
	AMC Theater – Palm Promenade	3 rd , 4 th , 5 th , 6 th & SDC 4-6	All Students in these grades
	Indian Hills, San Diego	4 th	All Students in this grade
	SDSU Basketball-SDCOE	4 th	All Students in this grade
	Reuben H. Fleet Theater	5 th	All Students in this grade
	San Diego Landfill	5 th	All Students in this grade
	Natural History Museum	1 st , 5 th & 6 th	All Students in these grades
	Timken Museum	6 th	All Students in this grade
	San Diego State University	6 th	All Students in this grade
	Camp Cuyamaca	6 th	All Students in this grade
	Ocean View Hills Community Park	1 st , 3 rd , 5 th & SDC 4-6	All Students in these grades
LEGOLAND	2 nd and SDC 4-6	All Students in these grades	
Smythe 09/03/19	San Diego Zoo	TK – 6 th & Special Ed.	All Students in these grades
	Cabrillo Monument	Kinder	3 classes
	Children's Museum	TK & Special Ed.	All Students in this grade
	AMC Theaters	4 th , 5 th and 6 th	All Students in these grades
	Vista Terrace Swimming Pool	4 th , 5 th and 6 th	All Students in these grades
	San Diego Sea World	4 th , 5 th and Special Ed.	All Students in these grades
	Old Town San Diego	4 th and 5 th	All Students in these grades
	Mission San Diego	4 th Grade	3 classes
	Reuben H. Fleet Theater	4 th and 5 th	All Students in these grades
	Natural History Museum	4 th Grade	3 classes
	Indian Hills, San Diego	4 th Grade	3 classes
	LEGOLAND	5 th , 6 th and Special Ed.	All Students in these grades
	Chula Vista Nature Center	5 th Grade	3 classes
	Chula Vista Athlete Training Center	5 th Grade	3 classes
	University of CA San Diego	5 th and 6 th	All Students in these grades
	Tijuana Estuary	6 th Grade	3 classes
	Camp Cuyamaca	6 th Grade	3 classes
	John's Incredible Pizza	Sp. Ed. Classes	All Student in this program
	Wild Willow Farm	Sp. Ed. Classes	All Student in this program
Knotts' Berry Farm	Sp. Ed. Classes	All Student in this program	

School	Destination	Grade(s)	Classes
San Ysidro Middle 08/30/19	San Ysidro Outlets at the Border	7 th and 8 th grade	120 Students
	Knott's Berry Farm	8 th grade	150 ASB students
	Boomers/Aquatica		50 ASB students
	Disneyland		50 ASB students
	USD and John's Incredible Pizza	7 th and 8 th grade	100 AVID/ASB students
	SDSU and AMC Theater	7 th and 8 th grade	100 AVID/ASB students
	California Adventures		55 AVID students
	San Diego SeaWorld	7 th , 8 th & Special Ed.	255 Students
	San Diego Zoo	7 th & 8 th Grade	200 students
	Petco Park, San Diego - Padres Game	7 th & 8 th Grade	100 students
	Medieval Times	7 th & 8 th Grade	150 students
	Fleet Science Museum	7 th & 8 th Grade	200 students
	Wild Animal Park		60-100 students
	Air and Space Museum, San Diego		60-100 students
	Old Town San Diego		60-100 students
Sunset 09/03/19	San Diego Sea World	Kinder and 1 st	All classes in these grades
	San Diego Zoo	K – 6 th	All classes in these grades
	LEGOLAND	1 st – 4 th	All classes in these grades
	San Ysidro Library	K – 6 th	All classes in these grades
	Community Field Trip – McDonalds	2 nd and 3 rd	All classes in these grades
	John's Incredible Pizza	3 rd – 5 th	All classes in these grades
	Chula Vista Discovery Center	3 rd	All classes in this grade
	Mission Trails, San Diego	3 rd - 6 th	All classes in these grades
	USS Midway Museum	4 th	All classes in this grade
	Vista Terrace Swimming Pool	4 th – 6 th	All classes in these grades
	Museum of Man	6 th	All classes in this grade
	Reuben H. Fleet, Balboa	6 th	All classes in this grade
	Aquatica, San Diego	6 th	All classes in this grade
	Camp Cuyamaca	6 th	All classes in this grade
	Cabrillo National Monument	6 th	All classes in this grade
SDSU, USD-UCSD-San Diego	6 th	All classes in this grade	
Willow 08/26/19	San Diego Zoo	K, 1 st , 2 nd , 3 rd , 5 th , 6 th & SDC	All classes in these grades
	San Diego Sea World	K, 2 nd & 3 rd	All classes in these grades
	Pumpkin Patch	K & 1 st	All classes in these grades
	Children's Museum	K, 1 st , 2 nd & 3 rd	All classes in these grades
	Scripps Birch Aquarium	Kinder & SDC	5 classes
	San Ysidro Fire Station	Kinder	4 classes
	The Old Globe Theater	Kinder 1 st , 6 th & SDC	All classes in these grades
	San Ysidro Library	1 st grade	4 classes
	LEGOLAND	1 st & RSP/SEAS/SDC	All classes in these grades
	Larsen Field/Cesar Chavez Park	1 st and 5 th	All classes in these grades
	Reuben H. Fleet Theater	1 st , 2 nd , 4 th , 5 th & 6 th	All classes in these grades
	AMC Theaters – Palm Promenade	1 st , 2 nd , 3 rd & 5 th	All classes in these grades
	Pump It Up	1 st	4 classes
	Natural History Museum	2 nd , 3 rd & 4 th	All classes in these grades
	USS Midway Museum	2 nd , 4 th and 6 th	All classes in these grades
	San Diego Art Museum	3 rd	5 classes
	San Diego Museum of Man	3 rd & 6 th	All classes in these grades
	Old Town Park	3 rd	5 classes
	Mission San Luis Rey	4 th	4 classes
	San Diego State University	6 th	4 classes
Knott's Berry Farm	RSP, SEAS, SDC 4-6	All classes in these grades	
SWC Spring Open House	RSP, SEAS, SDC 4-6	All classes in these grades	

School	Destination	Grade(s)	Classes
Vista Del Mar Middle 08/30/19	Museum of the Holocaust, LA		50 students
	Balboa Park, San Diego		200 students
	Mission Alcalá		120 students
	AMC Theaters	7 th and 8 th grade	40 students
	Hometown Buffett	7 th grade	40 students
	Museum of Man, San Diego		150 students
	Knotts Berry Farm	8 th grade	106 students
	San Diego Sea World	7 th grade	100 students
	San Diego Air & Space Museum		100 students



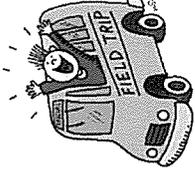
San Ysidro School District Educational Field Trip Plan for 2019-20



School Name: La Mirada Elementary		Background information (Please Justify)
Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding
Air & Space Museum	District bus for approx. 90 students and 25 chaperones	Free (Title 1)
San Diego Zoo	District bus for approximately 100 5th/6th grade students and 25 staff/chaperones	Free (Title 1)
Library (New)	Walking/Bus	Free
AMC/ Palm Promenade	District Bus for 60-70	Fundraising
Birch Aquarium	District Bus for 60-70	Fundraising
San Diego Safari Park	District Bus for 60-70	(Local districts go free)
Star of India	District Bus for 60-70	Fundraising



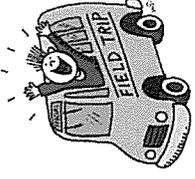
San Ysidro School District Educational Field Trip Plan for 2019-20



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
San Diego Zoo	Bus for 50-55	Local Districts go free	Students will observe animals and note their habitats and diets. LS1 A, LS1B
AMC	Bus for 50-55 students and 25 adults (2nd grade)	Fundraising	Students will look for key standards in the movie and create a summary. RL 2.3 Students will look for theme of the movie. R.L 2.3 Students will compare two characters from the movie. R.L 2.1 Students will quote from the movie to explain an inference.
San Diego Zoo	Bus for 50-55 students and 25 adults (2nd grade)	Fundraising	2-LS4-1. Students will make observations of plants and animals to compare the diversity of life in different habitats.
San Diego Children's Museum	Bus for 50-55 students and 25 adults (2nd grade)	Fundraising	2.1.2a Students will experiment with various materials and tools to explore personal interests in a work of art or design. 2.1.2b. Students will discuss and reflect with peers about choices made in creating artwork. 2.2.2a. Students will demonstrate safe procedures for using and cleaning art tools, equipment, and studio spaces.
Sweetwater Valley Pumpkin Patch	Bus for 50-55 students and 25 adults (2nd grade)	Fundraising	2-LS2-1. Students will plan and conduct an investigation to determine if plants need sunlight and water to grow.
Bates Farm in Valley Center	Charter/ or district bus approx. 100 students 20 chaperones	Fundraising	2-LS2-1. Students will plan and conduct an investigation to determine if plants need sunlight and water to grow. LS1.B Growth and development of organisms
AMC/Palm Ave.	District Bus for 120 5th/6th adults/chaperones (2 buses) May	Fundraising	RL 5.2/6.2 Theme, Central Idea, Summary RL 5.6/6.6 Point of View, Purpose
Leeward	District Bus for 120 5th/6th adults/chaperones (2 busses) May	Fundraising	NGSS 5-ESS3-1 Earth and Human Activity Renewable resources Collecting and storing energy



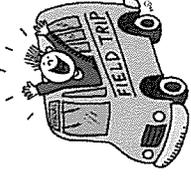
San Ysidro School District Educational Field Trip Plan for 2019-20



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Disneyland	Charter or district bus	Fundraising	Student will participate in ENERGY & WAVES PHYSICS LAB 101 Students will cover NGSS 4-PS4-1 Develop a model of waves to describe patterns in terms of amplitude and wavelength and that waves can cause objects to move.



San Ysidro School District Educational Field Trip Plan for 2019-20



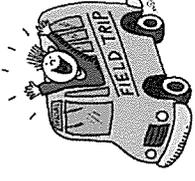
School Name:

Ocean View Hills

Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
K	San Diego Zoo -- Cardoza, Lima, Garcia, Wright	District Bus for approximately 124 people	LCAP	Work on activity @ the Zoo on Ecosystems & Adaptations
TK, K & PreK	San Diego Zoo - Herrera, Cruz, Arias, Trattner, Gacuya, K. Vazquez	District Bus for approximately 120 people	LCAP	Work on activity @ the Zoo on Ecosystems & Adaptations
1st grade	Natural History Museum	District bus for approximately 150 people	LCAP	The purpose of the trip is to provide ocean science education by having first-hand experience with ocean animals that will help promote ocean conservation. Students will read informational text about animals and their habitats. W1.2
1st grade	Birch Aquarium Mrs. Sanchez, Mrs. Beltran, Mrs. Mena, Mr. Daen and Ms. Stupegia	District bus for approximately 150 people	LCAP	The purpose of the trip is to provide ocean science education by having first-hand experience with ocean animals that will help promote ocean conservation. Students will read informational text about animals and their habitats. RI 1.10 and write informational paragraphs about animals and their habitats. W1.2
1st grade	Wild Animal Park Mrs. Sanchez, Mrs. Beltran, Mrs. Mena, Mr. Daen and Ms. Stupegia	District bus for approximately 150 people	LCAP	The purpose of the trip is to provide animal science education by having first-hand experience with animals that will help promote conservation of animals. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystem and adaptations. Students will explore the Wild Animal Park, observe animals in their habitat, and take note of adaptations. Students will read informational text about animals and their habitats. RI 1.10 and write informational paragraphs about animals and their habitats. W1.2
1st grade	Park next to our school Mrs. Sanchez, Mrs. Beltran, Mrs. Mena, Mr. Daen and Ms. Stupegia	Walking	LCAP	The purpose of the trip is to provide students the opportunity to participate in collaborative conversations with diverse partners outside of the classroom setting, real life conversation and adapt speech to a variety of contexts and communicative tasks. SL standards and Write about their experiences at the park the next day. W1.1



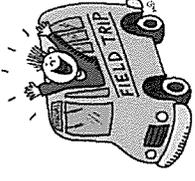
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
2nd grade	USS Midway Museum All 5 classes: De Leon, Lepe, Vitug, Villanueva, Franco-Lopez,	District bus for approximately 130 people	LCAP	Students will work on pre-activity aligned to the Common Core California Social Studies Standard 2.5. Students will understand about people who made a difference from long ago to present. Students will study about heroes from the past.
2nd grade	Sea World All 5 classes: De Leon, Vitug, Lepe, Villanueva, Franco-Lopez	District bus for approximately 130 people	LCAP	Students will engage in hands-on activities using Common Core Science Standards 2.2a-d. Organisms reproduce offspring of their own kind and the stages of the life cycle of animals are all different and their environments can influence their population.
2nd grade	Legoland California All 5 classes: De Leon, Lepe, Vitug, Villanueva, Franco-Lopez	District bus for approximately 130 people	LCAP Parent donation PTA	Students will engage in hands-on activities using Common Core Science Standards 2.1 motion with push and pull of objects using inertia, as well as investigating wind resistance with creating mechanical cars.
2nd grade	San Diego Zoo All 5 classes: De Leon, Vitug, Lepe, Villanueva, Franco-Lopez	District bus for approximately 130 people	LCAP	Students will engage in hands-on activities using Common Core Science Standard 2.2a-d. Organisms reproduce offspring of their own kind and the stages of the life cycle of animals are all different and their environments can influence their population.
3rd	Sea World - San Diego Baltazar, Gonzalez, Lagarda, Padilla, Reyes, Vazquez	District bus for approximately 140 people	LCAP	California Earth Science- Marine Life and Biomes Animal Life, Weather & Climate
3rd	AMC Theaters Baltazar, Gonzalez, Lagarda, Padilla, Reyes, Vazquez	Walking Approximately 140 people walking	LCAP	Physical Education and SL 5.2/ SL 5.3 the purpose of the trip is to provide students the opportunity to participate in collaborative conversations with diverse partners outside of the classroom setting, real life conversation and adapt speech to a variety of contexts and communicative tasks. W1.1
3rd	OVHS Community Park Baltazar, Gonzalez, Lagarda, Padilla, Reyes, Vazquez	Walking Approximately 140 people walking	LCAP	Physical Education and SL 5.2/ SL 5.3 the purpose of the trip is to provide students the opportunity to participate in collaborative conversations with diverse partners outside of the classroom setting, real life conversation and adapt speech to a variety of contexts and communicative tasks. SL standards and write about their experiences at the park the next day. W1.1



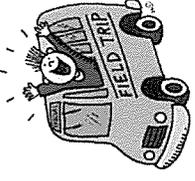
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
3rd	San Diego Zoo Baltazar, Gonzalez, Lagarda, Padilla, Reyes, Vazquez	District bus Approximately 140 people	LCAP	Work on activity @ the Zoo on Ecosystems and Adaptations
3rd	USS Midway Museum Baltazar, Gonzalez, Lagarda, Padilla, Reyes, Vazquez	District Bus Approximately 140 people	LCAP	Students will work on pre-activity aligned to the Common Core CA Physical Science Standard 2.1 a-g on motion of objects and how they can be observed and measured by forces of pushing and pulling. Using gravity, inertia, and force to move objects.
4th grade	AMC Theaters Chaisongkram/Arcadia, Godoy/Sortdesanz & Viramontes	District bus for approximately 150 people	LCAP	Physical Education and SL.5.2/SL.5.3
4th grade	San Diego Zoo Watershed Chaisongkram/Arcadia, Godoy/Sortdesanz & Viramontes	District bus for approximately 150 people	LCAP	San Diego Zoo – students will explore the Zoo, observe animals in their habitat and learn about the differences and similarities among animals.
4th grade	USS Midway San Diego Chaisongkram/Arcadia, Godoy/Sortdesanz & Viramontes	District bus for approximately 150 people	LCAP	Lesson on electricity and magnetism. Hand on activities on 4th grade standards. Instructors hold students to a high standard of discipline!
4th grade	Indian Hills San Diego Chaisongkram/Arcadia, Godoy/Sortdesanz & Viramontes	District bus for approximately 150 people	LCAP	Hand on mining lessons. Lessons on life science, social science, and physical education activity.
4th grade	SDSU Basketball, SDCOE Chaisongkram/Arcadia, Godoy/Sortdesanz & Viramontes	District bus for approximately 150 people	LCAP	Through the SD County of Ed. Compact for success



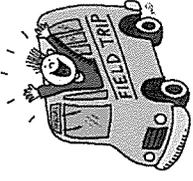
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
5th Grade	Natural History Museum Estrada, Holter, Padilla, Puga & Schmitz	District bus for approximately 150 people	LCAP	5ESS3.C Human Impacts on Earth's Systems.
5th Grade	Reuben H. Fleet Theater Estrada, Holter, Padilla, Puga & Schmitz	District bus for approximately 150 people	LCAP	Science- 5PS3.D Energy and Matter
5th Grade	Sea World Estrada, Holter, Padilla, Puga & Schmitz	District bus for approximately 150 people	LCAP	California Earth Science- Marine Life and Biomes Animal Life, Weather and Climate
5th Grade	San Diego Zoo Estrada, Holter, Padilla, Puga & Schmitz	District bus for approximately 150 people	LCAP	Science- Life Science (Animals, plants, and habitats.)
5th Grade	San Diego Landfill Estrada, Holter, Padilla, Puga & Schmitz	District bus for approximately 150 people	LCAP	Science- 5ESS3 Earth and Human Activity Obtain and combine information about ways individual communities use science ideas to protect the Earth's resources and environment.
5th Grade	Park- Cesar Solis Estrada, Holter, Padilla, Puga & Schmitz	Walking	LCAP	End of year celebration Physical Education and SL.5.2/SL.5.3
5th Grade	AMC Theaters Estrada, Holter, Padilla, Puga & Schmitz	District bus for approximately 150 people	LCAP	End of year celebration Physical Education and SL.5.2/SL.5.3
6th Grade	Timken Museum, Balboa Park, San Diego Bautista, Bernard, Huerta, Mayer, Perez & Sherman	District bus for approximately 170 people	LCAP	ELA - Students will do a pre-activity where they choose and study one piece of art, write a research paper on it, duplicate the art, and present to class.
6th Grade	Camp Cuyamaca	District bus for approximately 170 people	LCAP	6th Grade Camp



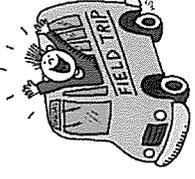
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
6th Grade	San Diego State University Bautista, Bernard, Huerta, Mayer, Perez & Sherman	District bus for approximately 170 people	LCAP	Guided tour on the facilities of various departments, first-hand experiences of university culture, and speaking with staff about possible career options.
6th Grade	AMC Movies Bautista, Bernard, Huerta, Mayer, Perez & Sherman	Walking	LCAP	This trip is a celebration and addresses the importance of community.
4-6 SDC M/S	Legoland Carlsbad, CA	District bus for approximately 22 people including 1 teacher.	LCAP, PTA, Parent Donation	Student will work on pre-activity aligned to the common core California Physical Science Standard 2.1 a-g on motion of objects can be observed and measured by forces of pushing and pulling. Using gravity, inertia and force to move objects.
4-6 SDC M/S	AMC Theater	District bus for approximately 15 people	LCAP	physical Education and SL 5.2/ SL 5.3
4-6 SDC M/S	Sea World	District bus for approximately 22 people	LCAP	California Earth Science- Marine Life and Biomes Animal Life, Weather & Climate
4-6 SDC M/S	OVHS Community Park	walking	LCAP	The purpose of the trip is to provide students the opportunity to participate in collaborative conversations with diverse partners outside of the classroom setting, real life conversation and adapt speech to variety of contexts and communicative tasks. SL standards and write about their experiences at the park the next day. W1.1



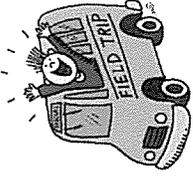
San Ysidro School District Educational Field Trip Plan for 2019-20



School Name: Smythe		Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Destination of Field Trip Kinder Teachers 1 San Diego Zoo 2 Cabrillo Monument	District bus for approximately <u>100</u> people <u>30</u> people <u>30</u> people	LCAP	1. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations. 2. History and Culture of Cabrillo Monument learn about Explorers and native Americans who dwelled in this region in the early 16 th Century. Students will explore the surrounding landforms, ocean, plant habitats, and animal habitats and draw some of the scenic areas they will see. P.E/also enjoy a short hike and scenic views.	
1 st grade Teachers San Diego Zoo	District bus for approximately <u>130</u> people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.	
2 nd grade Teachers San Diego Zoo	District bus for approximately <u>130</u> people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.	
3 rd grade Teachers San Diego Zoo	District bus for approximately <u>140</u> people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.	



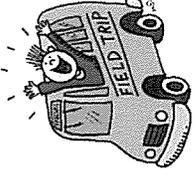
San Ysidro School District Educational Field Trip Plan for 2019-20



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
4 th grade Teachers 1. AMC Theater 2. Vista Terrace Pool 3. SeaWorld 4. Old Town 5. Mission San Diego 6. Ruben H. Fleet 7. Museum of Natural History 8. Indian Hills 9. San Diego Zoo	District bus for approximately <u>150</u> people <i>Walking</i> <u>150</u> People <u>150</u> people <u>150</u> people <u>150</u> people <u>150</u> People <u>150</u> People <u>150</u> People	LCAP	1. Aligned with Literature Standards RL.6.3 Analyzing plot pre and post activities. 2. Students will participate in physical education activity. Aligned with PE Standards. 3. Students will work on a unit for next generation standards 4 SL-1 A-D Structure and Function of Animals. 4. Students will work on a unit about the Rancho life in CA. Standard 4.2 – Describe the social, political, cultural and economic life in CA. 5. Students will work on a unit on the CA Missions Standard. 4.2.5. Describe the daily lives of the native and non-native people. 6. Students will work on a unit on electricity and magnetism. Standard 3-5-ETS1. Engineering Design. 7. Students will work on a unit of animal adaptations standard 4LS1A-D Structure and Function of Animals. 8. Students will work on a unit on the CA Gold Rush, Standard 4.3.3 – Analyze the Effect of the Gold Rush. 9. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo and observe animals in their habitats.



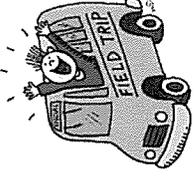
San Ysidro School District Educational Field Trip Plan for 2019-20



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
5 th grade Teachers 1. San Diego Zoo 2. LEGOLAND 3. CV Nature Center 4. CV Athlete Training Center 5. UCSD 6. AMC Theatre 7. Vista Terrace Pool 8. Sea World 9. Old Town 10. Ruben H. Fleet	District bus for approximately <u>125 people for each trip</u>	LCAP	<ol style="list-style-type: none"> 1. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations. 2. Students will be able to build structures and see displays. They will be working to estimate volume based on the Standard MD3&4. 3. Students will be studying relationships of animals and plants (LS2) They will be able to study their local habitat and have real life evidence for their research. 4. Fifth graders must take the physical fitness test. This will help them see the value of fitness and they will experience sports that they haven't tried before. 5. Our goal is to inspire students to go to college. They will research the school prior to the trip. They will see what college is like. During the trip they will write an essay about their plan to go to college. 6. Aligned with Literature Standards RL.6.3 Analyzing plot pre and post activities. 7. Students will participate in physical education activity. Aligned with PE Standards. 8. Students will work on a unit for next generation standards 4 SL-1 A-D Structure and Function of Animals. 9. Students will work on a unit about the Rancho life in CA. Standard 4.2 – Describe the social, political, cultural and economic life in CA. 10. Students will work on a unit on electricity and magnetism. Standard 3-5-ETS1. Engineering Design.



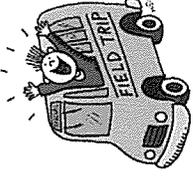
San Ysidro School District Educational Field Trip Plan for 2019-20



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
6th grade Teachers 1. San Diego Zoo 2. LEGOLAND 3. UCSD 4. Vista Terrace Pool 5. 6th Grade Camp 6. AMC Theater 7. Tijuana Estuary	District bus for approximately <u>150</u> People <u>150</u> People <u>150</u> People <u>150</u> <i>Walking</i> <u>150</u> People <u>140</u> People <u>140</u> People	LCAP	1. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations. 2. Students will work on next generation science standard. 3. Exposure to higher education environment. Aligned with school University culture. 4. Students will participate in physical education activity. Aligned with PE Standards 5. Aligned with New Generation Science standards. 6. Aligned with Literature Standards RL.6.3 Analyzing plot pre and post activities. 7. Aligned with Science Standards. – Water cycle, ecosystems and use and creations of natural resources.



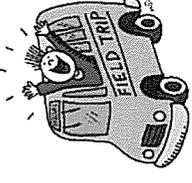
San Ysidro School District Educational Field Trip Plan for 2019-20



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
SPECIAL ED TEACHERS 1. John's Incredible Pizza 2. LEGOLAND 3. Sea World 4. San Diego Zoo 5. Wild Willow Farm 6. Children's Museum 7. Knotts' Berry Farm	District bus for approximately <u>80 people for each trip</u>	LCAP	<ol style="list-style-type: none"> 1. Students will have a real-life opportunity to learn and experiences that require social and a basic life skills such as the use of money. 2. Students will learn about the operation of simple machines (K-3 ETS 1-2). Students will enrich their knowledge in Science Technology, Engineering, Arts and Math (STEM). 3. Introduce children with the world of the Sea. Students will work aligned to the California Science Standards K-6. Students will have the opportunity to explore and connect to wildlife and the world we share. 4. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo and observe animals in their habitats. 5. To increase knowledge of the connections between food, health and well-being. O observe animals in their habitat. 6. Students will work on a unit of children adaptations standard 4LS1A-D Structure 7. During the "physics Day Program" students will have the opportunity of hands on activities and live demonstrations of simple machines in action. Students will learn about the early California history in an environment specially designed for children.



San Ysidro School District Educational Field Trip Plan for 2019-20



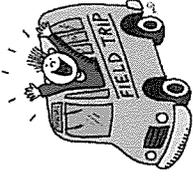
School Name:

SUNSET ELEMENTARY

Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Kinder-1 st grade Sea World San Diego, CA	District bus for Approximately 70-80 Students and 5 chaperones	Fundraising	Students will learn that organisms depend on one another and on their environment for survival. Students will also explore various animal habitats and learn how animals survive under different climates and conditions.
Kinder-6 th grade San Diego Zoo San Diego, CA	District Bus for approximately 80-120 Students and 7 chaperones	Fundraising	Under guided instruction, the class will learn organisms depend on one another and on their environment for survival. Students will also explore various animal habitats and learn how animals survive under different climates and conditions. Students will learn Life Science standards that cover how organisms need energy and matter to live and grow. Students will describe similarities and differences in appearance and behavior of plants and animals as a basis for understanding this concept; producers and consumers related to food chains and webs.
1 st – 4 th grade Legoland San Diego, CA	District Bus for approximately 100 Students and 6 chaperones	Fundraising	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem, Students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world. The students will learn and apply science standards for investigation and experimentation
K-6 th grade San Ysidro Library San Ysidro, CA	Walking Distance 120 Students and 7 chaperones	No Cost	Provide motivation to visit the new San Ysidro Public Library with materials that will stimulate students' acquisition of factual knowledge; develop literary appreciation standards; provide a source of information to enable pupils to make informed decisions on book selection.
2 nd - 5 th grade Community Field Trip (Meadowlands) San Ysidro, CA	Walking Distance/Bus (during lunch time) 90 to 100 students, 6 chaperones	No Cost	Students will work on pre activity aligned to Social Studies Standards (Soc. Science 3.5) when students demonstrate basic economic reasoning skills and an understanding of the economy of the local region. Students will have a guided tour of the restaurant and see how things work behind the scenes. Upon returning to school, students will do a writing activity that provided an understanding of the economy and the local region.



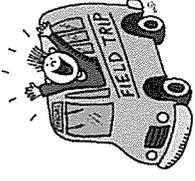
San Ysidro School District Educational Field Trip Plan for 2019-20



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
3 rd – 5 th grade John's Incredible Pizza San Diego, CA	District bus for approximately 100 students and 6 chaperones	Fundraising	Prior to the field trip students will learn about the food pyramid and how to use it. The Teachers and students will review the optional amount of servings to be eaten each day from each of the basic food groups (e.g. cheese, cereals, breads, vegetables, etc.) These foods provide appropriate nutritional content and is affordable and accessible to most of the population and is the most important to eat and to healthy living. Teachers will use the standards on human body in correlation to healthy living. John's will reinforce and teach a lesson in their tour about portion control and how to eat and play in a healthy way. John's will reinforce and teach a lesson in their tour about portion control and how to eat and play in a healthy way.
3 rd grade Discovery Center Chula Vista, CA	District bus for approximately 110 students and 6 chaperones	No Cost	Culmination of non-fiction text unit and Science unit on animal adaptations. Under guided instruction, the class will learn and apply 3 rd and 4 th grade science standards for investigation and experimentation for Geology Rocks "Weathering and Erosion".
3 rd -6 th grade Mission Trails San Diego, CA	District bus for approximately 120 students and 7 chaperones	Fundraising	Students will culminate their social studies unit on the Kumeyaay Indians of Southern California. Teachers are offering a field trip to the Father Junipero Serra Trail. In which; Students will have the opportunity to learn about extended social studies for the Kumeyaay Indians of Southern California with guided instruction and reaffirm what they learned in this class.
4 th grade USS Midway San Diego, CA	District bus for approximately 110 students and 6 chaperones	Fundraising	Under guided instruction, the class will learn and apply 4 th grade science standards for investigation and experimentation: 6.a Differentiate observation from inference (interpretation) and know scientists' explanations come from what they observe and partly from how they interpret their observations.6c Formulate and justify predictions based on cause and effect relationships. 6. F. Follow a set of written instructions for a scientific investigation.
4 th & 6 th grade Telce Swimming Pool San Diego, CA	District bus for approximately 120 students and 7 chaperones	Fundraising	Under guided instruction, Students will participate in Community Building and Physical Education (swimming) activities. PE Standards 2-4-8 (Organized games/swimming) Students will demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities. Students will identify the heat rate intensity (target heart rate) that is necessary to increase aerobic capacity. Sixth grade PE Standards (Organized games/swimming) Students will demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities. Students will identify the heat rate intensity (target heart rate) that is necessary to increase aerobic capacity.



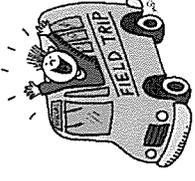
San Ysidro School District Educational Field Trip Plan for 2019-20



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
6 th grade Museum of Man, Ruben H Fleet, Science-Balboa Park San Diego, CA	District Bus for approximately 120 Students and 8 chaperones	Fundraising	As a culminating part of their social studies curriculum students will get to experience a number of dynamic anthropological exhibits regarding evolution and places throughout the Americas and around the world. This will put in perspective the slow change of organisms over time and how they adapted to different conditions over time in order to survive. Students will also see and experience artifacts, visuals, and models of human ancestors and create parallel timelines.
6 th grade Aquatca San Diego, CA	District Bus for approximately 130 Students and 10 chaperones	Fundraising	Students will learn about science, technology, engineering, and math (STEM). Some projects students will do prior to the fieldtrip will be designing their part, naming coordinates, calculating slopes, midpoints, distances, converting to actual dimensions, writing linear equations, solving for systems of linear equations, and a post written reflection.
6 th grade Camp Cuyamaca	District Bus for approximately 100 Students and 5 chaperones	Fundraising	As a basic for understanding the concept of Life Science. Students will learn about the different types of animals, plants that inhabit the planet.
6 th grade Cabrillo National Monument San Diego, Ca	District Bus for approximately 130 Students and 8 chaperones	Fundraising	Teacher-guided adventure, students will discover the remarkable plants and animals that live in this intertidal ecosystem. Students will study intertidal plant and animal adaptations for survival in this harsh environment. In addition, students will investigate climate change and ocean acidification in the Rocky Intertidal ecosystem
6 th grade SDSU, USD-UCSD- San Diego, CA	District Bus for approximately 130 Students and 10 chaperones	Fundraising	U2,RL2,RL6,RL9 Students will have session in library using special studies themes, also visit a music class and art classes and geology department and will have reading session at the library. U3/SL 2-3, RI8, RI9 Students will have Library session with standards-based objectives. Students will visit English department-Athletic Department.U4/Stand U2/W3 Students will write an informative essay of a real-life experience.



San Ysidro School District Educational Field Trip Plan for 2019-20



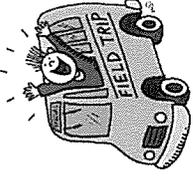
School Name:

Willow School

Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Kinder &(SDC)	San Diego Zoo	School Transportation (bus)	LCAP/ Program Funds	STLS3-1 Make observation to construct evidence-based account that young animal and plants are alike... Students will be studying a Science Unit about "Animals and their Needs." Before visiting the zoo, students will be assigned an animal (mammal, reptile, bird,) that they would have to observe and investigate their main characteristics. Post-Visit students will present in class (poster) information about their favorite animal.
Kinder &(SDC)	Sea World	School Transportation (bus)	LCAP/ Program Funds	Students will study plant and animal life aligned to the California Science Standards of adaptations and physical structures for survival. Students will explore Sea World, identifying the physical adaptations that help animals and plant survive in their aquatic habitat. Upon return students will research an aquatic animal and how it survives in its environment.
Kinder & (SDC)	Pumpkin Patch	School Transportation (bus)	LCAP/ Program Funds	Students will have the opportunity to explore, observe, feel and measure various size pumpkins NGSS / Math Measurement, counting, graph Post –Visit – Students –present art activity/Create own pumpkin stories (ELD)
Kinder & (SDC)	Children’s Museum	School Transportation (bus)	LCAP/ Program Funds	Students participate in hands-on art activities and would have the opportunity to explore the installations that encourage an inquiry-based thinking which connects to visual arts, social studies, history and science, engineering and math (STEM) NGSS
Kinder & (SDC)	Scripps Birch Aquarium	School Transportation (Bus)	LCAP/ Program Funds	Student’s will have the opportunity to observe different types of sea life and the ecosystem.
Kinder	Fire Department	Walking	Free	Students will learn about different jobs around the community.



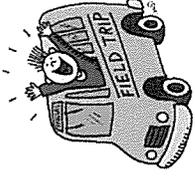
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Kinder & SDC	The Grinch who stole Christmas	School Transportation (Bus)	LCAP/ Program Funds	<p>CCSS.ELA-Literacy.RL.K.1 Ask and answer questions about key details in a text.</p> <p>CCSS.ELA-Literacy.RL.K.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson.</p> <p>CCSS.ELA-Literacy.RL.K.3 Describe characters, settings, and major events in a story, using key details</p> <p>English Language Development / Vocabulary Music/ Art</p> <p>-Reading story (Story structure ...) / Reading Comprehension</p> <p>Post Activity: Compare and Contrast Play and Book</p>
1st Grade	San Diego Zoo	School Transportation Approximately 125 people	LCAP	<p>STLS3-1 Make observation to construct evidence-based account that young animal and plants are alike...</p> <p>Students will be studying a Science Unit about "Animals and their Needs." Before visiting the zoo, students will be assigned an animal (mammal, reptile, bird,) that they would have to observe and investigate their main characteristics. Post-Visit students will present in class (poster) information about their favorite animal.</p>
1st Grade	Pumpkin Patch	School Transportation 125 people	PTA Fundraising/Do nations	<p>Students will be opportunity to explore, observe, feel and measure various size pumpkins NGSS / Math Measurement, counting, graph. G</p> <p>Post – Visit – Students –present art activity/Create own pumpkin stories (ELD)</p>
1st Grade 14D.1	San Ysidro Library/ San ysidro Civic Center (altares)	School Transportation 100 people		<p>SS Location and distance. Students will learn the location and distance of various landmarks in our community. Give examples showing location of places / **Visit public library to obtain Library card</p> <p>SS World Cultures Students will learn about art forms and holidays from variety of cultures</p>



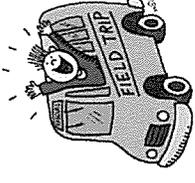
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
1st Grade	LEGOLAND	School Transportation 140 people	LCAP PTA Fundraising/Do nations	<p>Math CCSS G1, G2 : Students will apply to participate in LEGOLAND's Science, Technology, Engineering and Math educational Programs such as the Tall Towers instructor guided classes.</p> <p>Social Studies: Students will be able to visit and explore "Mini Land USA" scale model that features U.S. symbols and monuments.</p> <p>Post Activity: Math Students will build a model of 2 or 3 dimensional shapes with different geometric shapes</p> <p>Social Studies: - Students individual Poster Presentation / U.S. Symbols and monuments)</p>
1st Grade	Cesar Chavez Park (Larsen Field)	Walking Field trip		<p>Physical Education. Students will engage on different physical activities guided by teachers. / Students during this fieldtrip will demonstrate responsible behavior in physical education setting.</p> <p>SS Community and their resources</p>
1st Grade	Ruben H. Fleet Science Center	School Transportation	LCAP / Program Funds	<p>Life Science: Environments, adaptations, consumers Investigation and Experimentation: Performing investigations, observations, relative positions. Physical Science: Matter Investigation and Experimentation: Observing objects, using senses, comparing and sorting.</p>
1st Grade 14D.1	The New Children's Museum	School transportation 110	LCAP	<p>Students participate in hands-on art activities and would have the opportunity to explore the installations that encourage an inquiry-based thinking which connects to visual arts, social studies, history and science, engineering and math (STEM) NGSS</p>



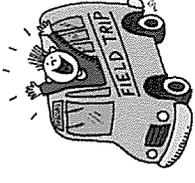
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
1st Grade	Old Globe Theater "The Grinch Who stole Christmas"	School Transportation 100 people	LCAP / Program Funds	CCSS.ELA-Literacy.RL.1.1 Ask and answer questions about key details in a text. CCSS.ELA-Literacy.RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson. CCSS.ELA-Literacy.RL.1.3 Describe characters, settings, and major events in a story, using key details English Language Development / Vocabulary Music/ Art -Reading story (Story structure ...) / Reading Comprehension Post Activity: Compare and Contrast Play and Book
1st Grade	AMC PALM PROMENADE-	District bus for approximately 110 people	LCAP, PTA Fundraising/Do nations	ELA/ELD identifying fictional characters with problem/solution in the plot. Vocabulary Development.
1st Grade	Pump It UP	School Transportation Approximately 100 people	LCAP	Students will work on their gross motor skills through jumping, climbing, and Physical Education / Cardiovascular
2nd grade	Children's Museum San Diego, CA	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will work on a pre-activity aligned to the California Visual Arts Standards 1.3 analyze art elements and principals of design. 2.5 Use bilateral or radio symmetry to create visual balanced. Students will participate hands-on experiences inquiry-based thinking from original artworks.
2nd grade	San Diego Zoo San Diego, CA	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.



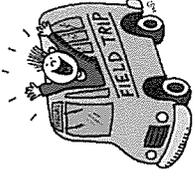
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
2nd grade	Natural History Museum San Diego, CA	District bus for approximately 120 people	Scholarship, LCAP, fundraising, PTA, donations, general fund	Students will work on a pre-activity aligned to the California Science LS4 related to interdependent relationships in ecosystems. Students will explore the museum and compare the life cycles and body structures of insects, arachnids, and crustaceans.
2nd grade	Ruben H. Fleet Science Center San Diego, CA	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will participate in hands-on activities aligned with the NGSS, including differentiating observation from inference/interpretation and know scientists' explanation. Students will test predictions from experiments and draw conclusions.
2nd grade	USS Midway San Diego, CA	District bus for approximately 120 people	Scholarship, LCAP, fundraising, PTA, donations, general fund	Students will work on a pre-activity aligned to the California Mathematics Standard MD3 related to estimate lengths using units of inches, feet, centimeters and meters. Students will participate on hands-on experiences measuring different items on the ship by using different units.
2nd grade	SeaWorld San Diego, CA	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will study plant and animal life aligned to the California Science Standards of adaptations and physical structures for survival. Students will explore SeaWorld, identifying the physical adaptations that help animals and plant survive in their aquatic habitat. Upon return students will research an aquatic animal and how it survives in its environment.
3rd Grade	San Diego Zoo San Diego, CA	District bus for approximately 150 people	PTA, donations, fundraising	Students will work on the Animal Adaptation Unit from Benchmark to related to adaptations. As part of the final Animal Report project students will observe their chosen animal and other animals. Students will record information about their animal and other animal as it is provided by the zoo information.
3rd Grade	Palm Promenade AMC Theater	District bus for approximately 150 people	fundraising, PTA, donations,	Students will make connections between a book that was turned into a movie aligned to Reading Literature Common Core Standards. They will make inferences and determine in what ways the movie was true to book. Students will submit a compare and contrast essay.



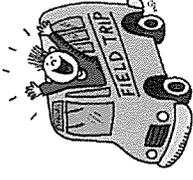
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
3rd Grade	San Diego Art Museum	Public Bus and Trolley for 40 people	fundraising, PTA, donations,	Students will visit the San Diego Art Museum as a culminating activity for the year's lessons on artists.
3rd Grade	San Diego Museum of Man - Kumeyaay Art Lesson	District bus for approximately 150 people	Fundraising, PTA, donations,	Students will visit the San Diego Museum of Man as a culminating activity for the unit on Kumeyaay Native Americans.
3rd Grade	Children's Museum San Diego, CA	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will work on a pre-activity aligned to the California Visual Arts Standards 1.3 analyze art elements and principals of design. 2.5 Use bilateral or radio symmetry to create visual balanced. Students will participate hands-on
3rd Grade	Old Town Park	Public Bus and Trolley for 40 people	fundraising, PTA, donations	Students will visit Old Town San Diego as a culminating activity for the unit on the Kumeyaay Native Americans
3rd Grade	Natural History Museum San Diego, CA	District bus for approximately 120 people	Scholarship, LCAP, fundraising, PTA, donations, general fund	Students will work on an experience inquiry-based thinking from original artworks. Pre-activity aligned to the California Science LS4 related to interdependent relationships in ecosystems. Students will explore the museum and compare the life cycles and body structures of insects, arachnids, and crustaceans.
3rd Grade	Sea World San Diego, CA	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will study plant and animal life aligned to the California Science Standards of adaptations and physical structures for survival. Students will explore SeaWorld, identifying the physical adaptations that help animals and plant survive in their aquatic habitat. Upon return students will research an aquatic animal and how it survives in its environment.



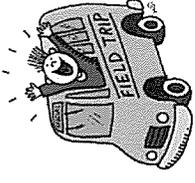
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
4th grade	Ruben H. Fleet Science Center San Diego, CA	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will participate in hands-on activities aligned with the NGSS, including differentiating observation from inference/interpretation and know scientists' explanation. Students will test predictions from experiments and draw conclusions.
4th grade	Mission San Luis Rey	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will work on a pre-activity aligned to the CA CCS
4th grade	USS Midway San Diego, CA	District bus for approximately 120 people	Scholarship, LCAP, fundraising, PTA, donations, general fund	Students will work on a pre-activity aligned to the California Mathematics Standard MD3 related to estimate lengths using units of inches, feet, centimeters and meters. Students will participate on hands-on experiences measuring different items on the ship by using different units.
4th grade	Natural History Museum San Diego, CA	District bus for approximately 120 people	Scholarship, LCAP, fundraising, PTA, donations, general fund	Students will work on a pre-activity aligned to the California Science LS4 related to interdependent relationships in ecosystems. Students will explore the museum and compare the life cycles and body structures of insects, arachnids, and crustaceans. Students will also do a hands-on activity with a docent learning about different rock formations
4th Grade	Palm Promenade AMC Theater	District bus for approximately 120 people	fundraising, PTA, donations,	Students will make connections between a book that was turned into a movie aligned to Reading Literature Common Core Standards. They will make inferences and determine in what ways the movie was true to book. Students will submit a compare and contrast essay.
5th grade	San Diego Zoo San Diego CA	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will study plant and animal life aligned to the NGSS of developing a model to describe the movement of matter among plants, animals, decomposers, and the environment. Students will explore the San Diego Zoo, looking for proof to support the argument that plants get the materials they need for growth, chiefly from air and water. Upon return, students will research an animal and how it gets the materials it needs for survival.



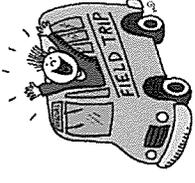
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
5th grade	Larsen Field San Ysidro CA	Walking	donations	Physical Education. Students will engage in different physical activities guided by teachers. / Students during this field trip will demonstrate responsible behavior in physical education setting.
5th grade	Palm Promenade AMC Theater	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will make connections between a book that was turned into a movie aligned to Reading Literature Common Core Standards. They will make inferences and determine in what ways the movie was true to book. Students will submit a compare and contrast essay.
5th grade	Ruben H. Fleet Science Center San Diego, CA	District bus for approximately 120 people	LCAP, fundraising, PTA, donations, general fund	Students will participate in hands-on activities aligned with the NGSS, including differentiating observation from inference/interpretation and know scientists' explanation. Students will test predictions from experiments and draw conclusions.
6th Grade	USS Midway Aircraft Carrier San Diego Museum	District bus for approximately 150 people	fundraising, PTA, donations,	Students will make connections from the Benchmark Unit 1 Curriculum Essential Question: Why do societies form different types of government? They will use their experience from the trip to help answer the question and subsequent writing assignments.
6th Grade	San Diego Museum of Man Balboa Park	District bus for approximately 150 people	fundraising, PTA, donations	Students will make connections from the Ancient Civilizations Social Studies Curriculum while touring the museum. They will gather and collect information while on the trip to use for class projects.
6th Grade	Fleet Science Center in Balboa Park	District bus for approximately 150 people	fundraising, PTA, donations	Students will make connections from the science curriculum and technology standards to tour the science center. They will also complete follow up assignments during Sci-Phy and engineering activities.
6th Grade	San Diego State University	District bus for approximately 150 people	fundraising, PTA, donations	Students will tour the SDSU and learn about the opportunities that can help build their future. They will submit reflective essays along with goals that they want to achieve.



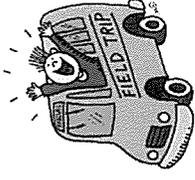
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
6th Grade	San Diego Zoo	District bus for approximately 150 people	fundraising, PTA, donations	Students will study plant and animal life aligned to the NGSS of developing a model to describe the movement of matter among plants, animals, decomposers, and the environment. Students will explore the San Diego Zoo, looking for proof to support the argument that plants get the materials they need for growth, chiefly from air and water. Upon return, students will research an animal and how it gets the materials it needs for survival.
6th Grade	The Nutcracker	District bus for approximately 150 people	fundraising, PTA, donations	
RSP, SEAS and SDC 4-6	The San Diego Zoo	District bus approx. 55 people	fundraising, PTA, donations	Students will study plant and animal life aligned to the NGSS of developing a model to describe the movement of matter among plants, animals, decomposers, and the environment. Students will explore the San Diego Zoo, looking for proof to support the argument that plants get the materials they need for growth, chiefly from air and water. Upon return, students will research an animal and how it gets the materials it needs for survival.
RSP, SEAS	Legoland	District bus approx. 55 people	fundraising, PTA, donations	California Next Generation Science Standards K Motion and Stability: Forces and Interactions K-PS2-1. Plan and conduct an investigation to compare the effects of different strengths or different directions of pushes and pulls on the motion of an object. K-2 Engineering Design K-2-ETS1-1. Define a simple problem that can be solved through development of a new or improved object or tool. K-2-ETS1-2. Develop a simple...physical model to illustrate how the shape helps it function to solve a given problem. K-2-ETS1-3. Test two objects designed to solve the same problem to compare strengths and weaknesses of each. Matter and Its Interactions 2-PS1-3. Make observations to construct an evidence-based account of how an object made of a small set of pieces can be disassembled and made into a new object.



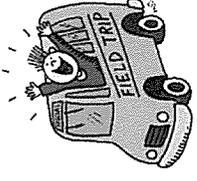
San Ysidro School District Educational Field Trip Plan for 2019-20



Grade/ Program	Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
RSP, SEAS TBD SDC 4-6	Knott's Berry Farm	District bus approx. 55 people	fundraising, PTA, donations	California History. Students will learn about; The Gold Rush, Native American Culture, along with the Mission and Rancho periods. In addition, your class will have the opportunity to hear a Chumash Native American legend. 4.2 Students describe the social, political, cultural, and economic life and interactions among people of California from the pre-Columbian societies to the Spanish mission and Mexican rancho periods. 4.4.2. Explain how the Gold Rush transformed the economy of California, including the types of products produced and consumed.
RSP, SEAS SDC 4-6	SWC Spring Open House	District bus approx. 55 people	fundraisinPPTA , donations	Southwestern College signature programs including Police Academy, Nursing and Health occupations, Fire Science Technology, and Paramedic and Emergency Technician. In addition to courses in general education and transfer studies. Visiting students will be able to engage in activities related to the signature programs, receive information about college registration, program requirements, and financial aid.
SDC 2-6	LegoLand	District Bus approx 55 people	fundraisingPTA , donations	California Next Generation Science Standards K Motion and Stability: Forces and Interactions K-PS2-1. Plan and conduct an investigation to compare the effects of different strengths or different directions of pushes and pulls on the motion of an object. K-2 Engineering Design K-2-ETS1-1. Define a simple problem that can be solved through development of a new or improved object or tool. K-2-ETS1-2. Develop a simple...physical model to illustrate how the shape helps it function to solve a given problem. K-2-ETS1-3. (T)est two objects designed to solve the same problem to compare strengths and weaknesses of each. Matter and Its Interactions 2-PS1-3. Make observations to construct an evidence-based account of how an object made of a small set of pieces can be disassembled and made into a new object.



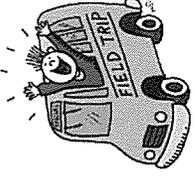
San Ysidro School District Educational Field Trip Plan for 2019-20



School Name: San Ysidro Middle School		Background information (Please Justify)
Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding
San Ysidro Outlets at the Border	District bus for approximately 120 people	ASB
Knotts Berry Farm	Charter bus for approximately 150 people	ASB
Boomers / Aquatica	District bus for approximately 50 people	ASB
Disneyland	Charter bus for approximately 50 people	ASB
USD and John's Incredible Pizza	District bus for approximately 100 people	AVID/ASB
SDSD and AMC	District bus for approximately 100 people	AVID/ASB
California Adventures	Charter Bus for 55 people	AVID
SeaWorld	District bus for approximately 55 people	SPED
San Diego Zoo	District bus for approximately 200 people	LCAP
San Diego Padres Game	District bus or San Diego Transit (Trolley) for 100 people	Other
Medieval Times I	Charter Bus or District Bus for 150 students	LCAP/Other
SeaWorld	District bus 200	LCAP/other
Fleet Science Museum	District bus 200	LCAP/other



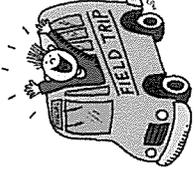
San Ysidro School District Educational Field Trip Plan for 2019-20



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Wild Animal Park	District bus for approximately 60-100 people	LCAP/other	Students will observe the different characteristics of animals. No LOP list
SD Air and Space Museum	District bus for approx. 60-100 people	LCAP/other	Students will observe the evolution of aircraft. No LOP
Old Town	District bus for approx. 60-100 people	LCAP/other	Students will observe the development of San Diego.



San Ysidro School District Educational Field Trip Plan for 2019-20



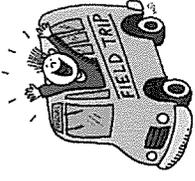

SABRIS Vista Del Mar Middle School

School Name:

Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please justify with Standard/s)
Museum of the Holocaust	Charter Bus for approximately 50 people	Donations and LCFF Discretionary	Students will conduct short research projects to answer a self-generated question, drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration. Students will analyze the purpose of information presented in diverse media and formats (e.g., visually, quantitatively, orally) and evaluate the motives (e.g., social commercial, political) behind its presentation. Students will explain how major events are related to one another in time. Students will explain the central issues and problems from the past, placing people and events in a matrix of time and place. Students will understand and distinguish cause, effect, sequence, and correlation in historical events, including the long-short-term causal relations.
Balboa Park, (Reuben H. Fleet Science Center) San Diego, CA	District buses for approximately 200 students and 10 chaperones	LCAP	Students will work on pre-activity aligned to the California Science Standards related to the eco-systems. Students will explore Balboa Park. Upon return students will follow-up with a post activity to reinforce the learning of the standards.
Mission Alcalá & Old town	District bus 120 Students 20 Chaperones	Fundraising Donations	Social Studies, ELA
AMC/Hometown Buffet	District Bus 40 Students 4 Chaperones	ASB	Community Awareness, R1.7.1 Informational Text
San Diego Museum of Man	District bus 150 Students 10 Chaperones	Fundraising/ Donations	Early Ancestors
Knob Berry Farm (8th Grade) ID.1 of 34	Charter Bus Approximately 106 10 Chaperones	ASB Ticket Sales and possible ASB Charter Bus donation by ASB	Students will reinforce their knowledge of the American History by experiencing guided educational tours which highlights facts about the American Revolution War, Westward Movement, Early California History and Native American Cultures. Upon return, students will work in small groups to create a power point presentation about American History.



San Ysidro School District Educational Field Trip Plan for 2019-20



Destination of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please justify with Standard/s)
Sea World	District Bus transportation for approximately 100 7th Graders and 7 chaperones.	ASB ticket sales	To instill in students and guests of all ages an appreciation for science and a respect for all living creatures and habitats. • To conserve our valuable natural resources by increasing awareness of the interrelationships of humans and the environment. • To increase students' and guests' basic competencies in science, math, and other disciplines. • To be an education resource to the world.
San Diego Air &Space Museum	District bus transportation		Science - Students will identify forces and motion related to flight and space such as gravity.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: POLICIES AND PROCEDURES FOR UNIFORM COMPLAINT PROCEDURE (UCP) 1 & 4 AND THE REVISED COMPLAINT DECLARATION FORM FOR THE 2019-20 SCHOOL YEAR

BACKGROUND INFORMATION:

To be in compliance with State guidelines pertaining Uniform Complaint Procedure (UCP), our District needs to annually approve UCPs 1 & 4.

UCP 1 ~ Uniform Complaint Procedure:

Local Education Agencies (LEAs), are required to establish Uniform Complaint Procedure (UCP) policies and procedures consistent with 5 CCR sections 4600-4687. As per the California Department of Education website, local education agencies (LEA) must have a process that meets both Federal and State requirements for the investigation and resolution of uniform complaint procedure (UCP) complaints filed at the LEA.

UCP 4 ~ Williams Uniform Complaint Procedure:

LEAs are required to establish Williams Complaint policies and procedures consistent with 5 CCR sections 4600-4687. As per the California Department of Education website, the document meets State requirements for the investigation and resolution of Williams complaints filed at the LEAs.

RECOMMENDATION:

Approve the Policies and Procedures for Uniform Complaint Procedures (UCP) 1 and 4 and the revised Complaint Declaration Form for the 2019-20 school year.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

(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

**14D.3
Page 1 of 12**

**California Department of Education
Uniform Complaint Procedures (UCP)
Policies and Procedures**

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476
www.sysdschools.org

Adopted by our Governing Board or authorized designee (here and after “the board”) on September 12, 2019.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by the San Ysidro School District of federal or state laws or regulations governing educational programs, including non-compliance with laws relating to pupil fees and our Local Control and Accountability Plan (LCAP).

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or non-compliance with the requirements of our LCAP.

A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, bullying and non-compliance with laws relating to pupil fees or non-compliance with the requirements of our LCAP.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibilities of *San Ysidro School District*

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations.

We shall investigate and seek to resolve, in accordance with our UCP process, any complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities implemented by the San Ysidro School District that are subject to the UCP.

The San Ysidro School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by our board.

Uniform Complaint Procedures Policies and Procedures 2019-2020

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career Technical and Technical Education; Career Technical; Technical Training (State)
- Career Technical Education (Federal)
- Child Care and Development
- Compensatory Education
- Course Periods without Educational Content
- Education Of Pupils In Foster Care, Pupils Who Are Homeless, Former Juvenile Court Pupils Now Enrolled In A School District, and Pupils Of Military Families
- Every Student Succeeds Act / No Child Left Behind (Titles I–VII)
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans For Student Achievement
- School Safety Plans
- School Site Councils
- State Preschool
- State Preschool Health And Safety Issues In LEAs Exempt From Licensing

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

Allegations of child abuse shall be referred to County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

Health and safety complaints regarding a Child Development Program shall be referred to Department of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.

Employment discrimination, harassment, intimidation or bullying complaints shall be sent to the State Department of Fair Employment and Housing (DFEH).

Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

Pupil Fees

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities.

A pupil fee includes, but is not limited to, all of the following:

Uniform Complaint Procedures Policies and Procedures 2019-2020

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

The Local Control Accountability Plan

The LCAP is an important component of the Local Control Funding Formula (LCFF), the revised school finance system that overhauled how California funds its K-12 schools. Under the LCFF we are required to prepare an LCAP, which describes how we intend to meet annual goals for our pupils, with specific activities to address state and local priorities identified pursuant to California *Education Code (EC)* Section 52060(d).

The UCP Annual Notice

We ensure annual dissemination of a written notice of our complaint procedures to all students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying.

Our UCP Annual Notice shall also include information regarding the requirements of *EC* Section 49010 through 49013 relating to pupil fees and information regarding the requirements of *EC* Section 52075 relating to the LCAP.

Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

In order to identify appropriate subjects of state preschool health and safety issues, we also have a notice that is posted in each California state preschool program classroom in each school notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the *California Code of Regulations* that apply to California state preschool programs pursuant to *HSC* section 1596.7925 and (2) where to get a form for a state preschool health and safety issues complaint.

Filing UCP Complaints

When Filing Pupil Fees UCP Complaints

A pupil fees complaint may be filed with the principal of a school or our superintendent or his or her designee.

A pupil fees complaint and/or an LCAP complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A pupil fees complaint shall be filed no later than one year from the date the alleged violation occurred.

When Filing State Preschool Health and Safety Issues UCP Complaints

UCP complaints regarding state preschool health and safety issues pursuant to *HSC* section 1596.7925 shall include the following statements:

14D.3

Page 4 of 12

Page 3 of 6

Uniform Complaint Procedures Policies and Procedures 2019-2020

File with the preschool program administrator or his or her designee.

A state preschool health and safety issues complaint pursuant to *HSC* section 1596.7925 about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to the appropriate local educational agency official for resolution.

A state preschool health and safety issues complaint pursuant to *HSC* section 1596.7925 may be filed anonymously. A complainant who identifies himself or herself is entitled to a response if he or she indicates that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If Section 48985 of the *Education Code* is otherwise applicable, the response, if requested, and report shall be written in English and the primary language in which the complaint was filed.

A complaint form for a state preschool health and safety issue pursuant to *HSC* section 1596.7925 shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as he or she wishes.

When Filing All UCP Complaints

We will provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the San Ysidro School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The complaint will be investigated and a written report with a Decision will be issued to the complainant by us within 60 days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This report will contain the following elements:

- i. The findings of fact based on the evidence gathered.
- ii. Conclusion of law.
- iii. Disposition of the complaint.
- iv. The rationale for such a disposition.
- v. Corrective actions, if any are warranted.
- vi. Notice of the complainant's right to appeal our Decision to the CDE.
- vii. Procedures to be followed for initiating an appeal to CDE.

UCP Complaint Investigation

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is

Name & Title: Dr. David Farkas, Executive Director

Office: Human Resources

Address: 4350 Otay Mesa Road, San Ysidro, CA 92173

Phone: 619-428-4476

Electronic mail address: david.farkas@sysdschools.org

Uniform Complaint Procedures Policies and Procedures 2019-2020

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is knowledgeable about the laws and programs assigned to investigate.

The San Ysidro School District will investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in *EC* Section 200 and 220 and Government Code (*GC*) Section section 11135, including any actual or perceived characteristics as set forth in Penal Code (*PC*) Section 422.55 or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity we conduct, which is funded directly by, or that receives or benefits from any state financial assistance.

Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

All complainants are protected from retaliation.

We advise complainants of the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws.

UCP Complaint Resolution

If the San Ysidro School District finds merit in a complaint regarding Pupil Fees; Local Control and Accountability Plan (LCAP); and/or Physical Education Instructional Minutes (grades one through eight), the remedy shall to go all affected pupils and parents/guardians.

If we find merit in a complaint regarding Reasonable Accommodations to a Lactating Pupil; Course Periods without Educational Content (grades nine through twelve); and/or Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district, and pupils in military families, the public school or LEA shall provide a remedy to the affected pupil.

We ensure an attempt shall be made in good faith to engage in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint.

We shall report summarized data on the nature and resolution of all state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

We are aware that all complaints and responses are public records.

UCP Complaint Appeal Process

An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

A complainant may appeal our Decision of a UCP complaint to the State Superintendent of Public Instruction (SSPI) or his or her designee at the CDE (here and after known as SSPI) regarding all specified federal and state educational programs subject to the UCP.

To appeal our Decision of all UCP complaints except State Preschool Health and Safety Issues the complainant must file a written appeal within 15 days of receiving the Decision to the SSPI.

14D.3

Page 6 of 12

Page 5 of 6

Uniform Complaint Procedures Policies and Procedures 2019-2020

To appeal our Decision of State Preschool Health and Safety Issues only the complainant must file a written appeal within 30 days of receiving the Decision to the SSPI.

This appeal to the CDE must fully explain the basis for the appeal, stating how the facts of our Decision are incorrect and/or the law is misapplied.

In addition the appeal shall be sent to CDE with:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

A complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint to our board at a regularly scheduled hearing.

The SSPI shall comply with the requirements of 5 *CCR* section 4633 and shall provide an Investigation Report to the State Board of Education describing the basis for the complaint, our response to the state preschool health and safety issues complaint and its remedy or proposed remedy.

Federal and State Laws Cited:

20 *United States Code (U.S.C.)* section 6301 et seq.

34 *Code of Federal Regulations (CFR)* sections 299.11

California Education Code (EC) sections 200, 220, 222, 234.1-234.5, 262.3, 8235.5, 8200–8493; 8500–8538, 32280–32289; 33315; 35186, 46015, 47606–47606.5, 47607.3, 48645.5, 48645.7, 48853, 48853.5, 48985, 49010-49013, 49069.5, 51210, 51223, 51225.1, 51225.2, 51228.1–51228.3, 52060-52075, 52300–52462, 52500–52616.4, 54440–54445, 64001, 65000.

California Government Code (GC) sections 11135, 17581.6(f).

California Penal Code (PC) section 422.55.

California Welfare and Institutions Code (WIC) sections 300

California Department of Education

Williams Complaint Policies and Procedures

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476

Adopted by our Governing Board on *[Enter Month day, year]*

Williams Complaint Policies and Procedures

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The San Ysidro School District adopted the Uniform Complaint Procedures (UCP) process in accordance with Chapter 5.1 (commencing with Section 4680) of the *California Code of Regulations*, Title 5, to resolve Williams complaints. This document presents information about how we process complaints concerning Williams Settlement issues. A UCP complaint is a written and signed statement by a complainant alleging a violation of state laws or regulations. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of state laws or regulations, regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. If a complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibility of the San Ysidro School District

The San Ysidro School District is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If *Education Code* Section 48985 is applicable and 15 percent or more of the pupils in grades K – 12 enrolled in our district speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

Williams Complaint Policies and Procedures 2019-2020

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate school district official for resolution.

The principal or the designee of the district superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, district superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal, or where applicable, district superintendent or his or her designee, shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to the district superintendent or his or her designee.

The school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

The Williams Complaint Classroom Notice

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each school in the district and includes:

- The parents, guardians, pupils, and teachers,
- a statement proclaiming sufficient textbooks and instructional materials,
- (For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
- a statement that school facilities must be clean, safe, and maintained in good repair,
- a statement that there should be no teacher vacancies or misassignments, and
- the location at which to obtain a form to file a complaint in case of a shortage.

(Posting a notice downloadable from the Web site of the CDE shall satisfy this requirement.)

The Williams Complaint Form

We make sure that the Williams Complaint form is available for parents, guardians, pupils, and teachers to use.

Every school in our district shall have a complaint form available for such Williams complaints. The Williams Complaint form shall include:

- A section to indicate if a response is requested,
- a section for contact information including mailing address if a response be requested.

Williams Complaint Policies and Procedures 2019-2020

- a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional materials to use in class.
- a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
- a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- a statement that a condition poses an urgent or emergency threat to the health or safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
- a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and towels or functional hand dryers.
- a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.
- a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificate employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester).
- a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
- a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- a section to identify the location of the school in which the alleged violation took place,
- a section to identify the course or grade level, if applicable,
- a section where the complainant describes the specific nature of the complaint in detail,
- a statement that the complainant may include as much text as the complainant feels is necessary, and
- a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

Filing a Williams Complaint with the San Ysidro School District

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

14D.3

Page 10 of 12

Williams Complaint Policies and Procedures 2019-2020

The complainant need not use the Williams Complaint form to file a complaint.

How to Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or the district superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board of the school district at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of *EC* Section 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Conditions that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

- Gas leaks.
- Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.
- Electrical power failure.
- Major sewer line stoppage.
- Major pest or vermin infestation.
- Broken windows or exterior doors or gates that will not lock and that pose a security risk.
- Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupil or staff.
- Structural damage creating a hazardous or uninhabitable condition.

In regards to the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, the complainant shall comply with the appeal requirements of 5 *CCR* Section 4632.

A complainant may appeal the Decision of an emergency or urgent threat to the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

State Laws cited:

California *Education Code* Sections 1240, 17592.72, 35186, 35292.5, 48985.

California *Code of Regulations*, Title 5 [5 *CCR*] Sections 4600–4687

14D.3

Page 11 of 12

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - SEPTEMBER

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 September 12, 2019 Board meeting:

- Including Goals for Students with Disabilities in the LCAP - Updated
- Regional Work-Based Learning Summit
- Pupil Services Administrators Meeting
- 10th Annual Early Childhood Mental Health Conference
- 2019 Benefits Administrator Training
- AVID K-12 Professional Learning Workshop
- AVID District Director Meeting
- Transfinder Routing System Proficiency Training
- Key Issues in Special Education: What Principals Need to Know
- California Department of Education (CDE) Title I and Title III Workshop
- 2020 Computer-Based Summative ELPAC Administration and Scoring Training
- CALPADS Data Coordinator Orientation – SCREC Live Stream
- SANDI Training
- Expanded Learning Meetups
- California Employee Law Seminar
- VEBA Advisory Council Meeting
- Critical Issues Conference
- AVID Administrators Network
- ACSA Principal Academies-Revised
- McKinney Vento Homeless Assistance Act
- PeopleSoft User Group Meeting

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

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed. <i>MC</i>
Financial Implications?	Are funds for this item available in the 2019-2020 Budget?				Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
APPROXIMATE COST \$19,830.00 (Amount)	General, CSPP, Title II, Supplemental & Concentration and Special Ed. Funds (Name of funding source and/or location)			-- (Funding account number)	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

PROFESSIONAL DEVELOPMENT**Item 14D.4**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero	Including Goals for Students with Disabilities in the LCAP	SDCOE	October 14, 2019 -Date changed-	\$120.00 Sponsored by SELPA	N/A
6 participants (TBD)	SANDI Training	Santee, CA	August 14, 2019	\$1,080.00	Special Education Fund
Omar Calleros	Expanded Learning Meetups Launch	SDCOE	August 23, 2019	\$0	No Cost
Manuela Colom, Maria Rodriguez, Maria Preciado, Omar Calleros	Regional Work- Based Learning Summit	San Diego	Sept. 20, 2019	\$0	No cost
Cynthia Gonzalez	California Department of Education (CDE) Title I and Title III Workshop	SDCOE	August 28-29, 2019	\$0	No Cost
David Farkas	California Employee Law Seminar	San Diego	September 27, 2019	\$225.00 + mileage	General Fund
Daniel Chavez, Guillermina Sandez	VEBA Advisory Council Meeting	San Diego	August 22, 2019	Mileage	General Fund
Cynthia Gonzalez, Oscar Madera, Veronica Medina, Kathleen Cordero	Pupil Services Administrators Meeting	SDCOE	August 30, 2019 December 9, 2019 February 20, 2020 May 20, 2020	\$0	No Cost
Oscar Madera	Critical Issues Conference	Imperial County	October 16-18, 2019	\$865.00	Special Education Fund
Lorena Varela Reed, Nancy Serrano, Rebecca Ackerman	10 th Annual Early Childhood Mental Health Conference	San Diego	September 12 & 13, 2019	\$900.00	CSPP and Special Education Fund

14D.4

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Carolina Jaime, Romeo Diacosta					
Consuelo Carranza, Laura English, Efrain Burciaga, Maria Rodriguez, Manuel Bojorquez, Irene Cevallos, Russell Little	Key Issues in Special Education: What Principals Need to Know	SCREC	October 10, 2019	\$0	No Cost
Veronica Medina	McKinney-Vento Homeless Assistance Act	SDCOE	Sept. 12, 2019	\$0	No Cost
Linda Gonzales, Amber Elliott	PeopleSoft User Group Meeting	SDCOE	Sept. 10, 2019	\$0	No Cost

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MAW
 Informational
 Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #2 (July 29, 2019 through August 23, 2019): **General Fund:** 0000005306-0000005310, 0000005312-0000005316, 0000005318-0000005320, 0000005322, 0000005327-0000005356, 0000005359, 0000005361, 0000005368-0000005444, 0000005446-0000005458, 0000005460-0000005503 **Child Development Fund:** 0000005323, 0000005438, 0000005445 **Child Nutrition Fund:** 0000005357-0000005358, 0000005360, 0000005362-0000005366, 0000005399-0000005400, 0000005459.

RECOMMENDATION:

Ratify the following purchase orders incurred by the District during the period July 29, 2019 through August 23, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MAW
Requisition #

Financial Implications?
 Yes No

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

PURCHASING REPORT
July 29, 2019 - August 23, 2019

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
000005306	7/29/2019	01641A	XEROX CORPORATION		0100	0000000	5600020	073	\$ 70,000.00
000005307	7/29/2019	000000124	MRC SMART TECHNOLOGY SOLUTIONS		0100	0000000	5600020	010	\$ 70,000.00
000005308	7/29/2019	0000000574	ACCO ENGINEERED SYSTEMS, INC.		0100	8150000	5800000	070	\$ 720.00
000005309	7/29/2019	0000000077	AZTEC CONTAINER		0100	8150000	5600001	070	\$ 2,424.36
000005310	7/29/2019	000588	SCHOOL SERVICES OF CALIFORNIA		0100	0000000	5200003	071	\$ 250.00
000005312	7/30/2019	004678	AMAZON.COM, INC.		0100	0000000	4300011	012	\$ 176.92
000005313	7/30/2019	002711	ROCHESTER 100 INC.		0100	0000000	4300001	020	\$ 780.00
000005314	7/30/2019	004056	OPTIMUM FLOORCARE		0100	8150000	4300007	070	\$ 5,000.00
000005315	7/30/2019	000809	OFFICE DEPOT		0100	0000000	4300001	020	\$ 1,740.00
000005316	7/30/2019	0000000631	EVELYN'S FLOWERS AND GIFTS		0100	0000000	4300011	062	\$ 185.00
000005318	7/31/2019	002721	CALIFORNIA ELECTRIC SUPPLY		0100	8150000	4300007	070	\$ 903.71
000005319	7/31/2019	002682	BENCHMARK EDUCATION COMPANY		0100	0000000	4100000	061	\$ 3,732.93
000005320	7/31/2019	004915	COMMITTEE FOR CHILDREN		0100	0000001	4300001	061	\$ 657.00
000005322	7/31/2019	000136	WAXIE SANITARY SUPPLY		0100	8150000	5600005	070	\$ 2,258.00
000005327	8/1/2019	001374	SAN JOAQUIN COUNTY OF EDUCATIO		0100	0000000	5800010	062	\$ 676.20
000005328	8/1/2019	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	069	\$ 2,237.68
000005329	8/1/2019	003722	PEARSON		0100	0000001	4300001	061	\$ 172.40
000005330	8/1/2019	0000000336	PROJECT LEAD THE WAY INC		0100	0000001	4300001	061	\$ 12,706.69
000005331	8/1/2019	003113	PHONAK HEARING SYSTEMS		0100	6500000	4300001	054	\$ 905.10
000005332	8/1/2019	000535	SCHOOL SPECIALTY		0100	0000001	4300001	061	\$ 2,816.33
000005333	8/1/2019	002771	SMART & FINAL		0100	0000000	4300015	064	\$ 3,000.00
000005334	8/1/2019	000146	LAKESHORE		0100	6500000	4300001	054	\$ 290.82
000005335	8/1/2019	000146	LAKESHORE		0100	0000000	4300001	024	\$ 1,108.62
000005336	8/5/2019	002858	CORTES TOWING		0100	8150000	5600005	070	\$ 2,000.00
000005337	8/5/2019	0000000436	D&D WILDLIFE HABITAT RESTORATION, INC.		0100	8150000	5600005	070	\$ 7,000.00
000005338	8/5/2019	002682	BENCHMARK EDUCATION COMPANY		0100	0000000	4100000	061	\$ 14,467.19
000005339	8/5/2019	0000000390	DANNIS WOLIVER KELLEY		0100	0000000	5800150	054	\$ 2,875.50
000005340	8/5/2019	004309	BEST BEST & KRIEGER LLP		0100	0000000	5800002	063	\$ 17,027.78
000005341	8/5/2019	004603	THE BATTERY PLACE		0100	0000000	4300014	069	\$ 500.00
000005342	8/5/2019	004056	OPTIMUM FLOORCARE		0100	0000000	4300014	069	\$ 1,000.00
000005343	8/5/2019	004819	THE SHERWIN-WILLIAMS CO.		0100	8150000	4300007	070	\$ 2,000.00
000005344	8/5/2019	0000000281	XEROX FINANCIAL SERVICES		0100	0000000	5600020	010	\$ 111,291.00
000005345	8/5/2019	0000000007	CRYSTAL CLEAR GLASS & MIRROR		0100	8150000	5600005	070	\$ 5,000.00
000005346	8/5/2019	001727	SAN DIEGO ELECTRIC		0100	8150000	4300007	070	\$ 2,000.00
000005347	8/5/2019	002536	STANDARD PLUMBING & INDUSTRIAL		0100	8150000	4300007	070	\$ 2,000.00
000005348	8/5/2019	004459	BEST PLUMBING SPECIALTIES INC		0100	8150000	4300007	070	\$ 5,000.00
000005349	8/5/2019	001785	CHULA VISTA PHOTO STUDIO		0100	0000000	4300011	063	\$ 324.75
000005350	8/5/2019	01641A	XEROX CORPORATION		0100	0000000	5600020	071	\$ 5,293.76
000005351	8/5/2019	0000000124	MRC SMART TECHNOLOGY SOLUTIONS		0100	0000000	5600020	010	\$ 70,000.00
000005352	8/5/2019	001947	BELLAMA		0100	8150000	5600005	070	\$ 3,000.00
000005353	8/5/2019	002726	CAL-PLASTIC & METALS		0100	8150000	4300007	070	\$ 2,000.00

PURCHASING REPORT
July 29, 2019 - August 23, 2019

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005354	8/5/2019	002958	MIRAMAR BOBCAT INC		0100	8150000	4300007	070	\$ 1,000.00
			UTILITY TRAILER SALES OF SOUTHERN						
0000005355	8/5/2019	0000000504	UTILITY TRAILER SALES OF SOUTHERN		0100	8150000	4300007	070	\$ 1,000.00
0000005356	8/5/2019	001278	JOHNSON CONTROLS (A/C Repairs)		0100	8150000	5600005	070	\$ 10,000.00
			PRO-ED INC.						
0000005359	8/5/2019	001212	PRO-ED INC.		0100	6500000	4300003	054	\$ 226.28
0000005361	8/5/2019	002938	PAR		0100	6500000	4300003	054	\$ 2,291.86
0000005367	8/5/2019	0000000604	EL FOLKLOR MEXICANO INC.		0100	0980002	4300001	061	\$ 2,337.96
0000005368	8/5/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	\$ 101.85
0000005369	8/6/2019	000540	WESTERN PSYCOLOGICAL SERVICES		0100	6500000	4300003	054	\$ 1,196.03
0000005370	8/6/2019	003852	PEARSON EDUCATION		0100	6500000	4300003	054	\$ 5,028.83
0000005371	8/6/2019	000279	COURTNEY TIRE SERVICE		0100	0982000	5600005	074	\$ 5,000.00
0000005372	8/6/2019	002529	GCR TIRES&SERVICE		0100	0982000	5600005	074	\$ 5,000.00
0000005373	8/6/2019	000379	HAWTHORNE MACHINERY		0100	0982000	5600005	074	\$ 10,000.00
0000005374	8/6/2019	002847	ROAD ONE TOWING		0100	0982000	5600005	074	\$ 2,000.00
0000005375	8/6/2019	004361	AUTO-JET MUFFLER CORPORATION		0100	0982000	5600005	074	\$ 5,000.00
0000005376	8/6/2019	001510	EWING IRRIGATION		0100	0982000	4300060	074	\$ 2,000.00
0000005377	8/6/2019	001642	HANDY METAL MART		0100	0000000	4300014	069	\$ 11,188.25
0000005378	8/6/2019	000356	GRAINGER		0100	0982000	4300060	074	\$ 500.00
0000005379	8/6/2019	000535	SCHOOL SPECIALTY		0100	0982000	4300060	074	\$ 1,000.00
0000005380	8/6/2019	004603	THE BATTERY PLACE		0100	0982000	4300023	074	\$ 2,427.98
0000005381	8/6/2019	002770	FLEETWASH INC		0100	0982000	5600005	074	\$ 2,000.00
0000005382	8/6/2019	0000000224	WESTERN PUMP INC.		0100	0982000	4300060	074	\$ 2,000.00
0000005383	8/6/2019	004048	BROADWAY AUTO GLASS		0100	0982000	4300060	074	\$ 2,000.00
0000005384	8/6/2019	002283	GOLDEN BOY MOBILITY		0100	0982000	4300023	074	\$ 2,000.00
0000005385	8/6/2019	002768	ROMAINE ELECTRICT CORPORATION		0100	0982000	4300023	074	\$ 3,000.00
0000005386	8/6/2019	002771	SMART & FINAL		0100	0000001	4300001	061	\$ 1,000.00
0000005387	8/6/2019	002771	SMART & FINAL		0100	0000000	4300015	012	\$ 1,000.00
0000005388	8/6/2019	003192	WAL- MART COMMUNITY/GEGRB		0100	0980002	4300001	061	\$ 51.48
0000005389	8/6/2019	002771	SMART & FINAL		0100	0000000	4300015	061	\$ 45.96
0000005390	8/6/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	\$ 89.30
0000005391	8/6/2019	001082	ASSOCIATED VALUATION SERVICES		0100	0000000	5800010	071	\$ 984.58
0000005392	8/6/2019	0000000030	DEPARTMENT OF GENERAL SERVICES		0100	0000000	5800010	071	\$ 311.75
0000005393	8/6/2019	0000000030A	DEPARTMENT OF GENERAL SERVICES		0100	0000000	5800010	071	\$ 365.50
0000005394	8/6/2019	000535	SCHOOL SPECIALTY		0100	0000000	5800010	071	\$ 52.93
0000005395	8/6/2019	004822	CALIFORNIA FINANCIAL SERVICES		0100	0980002	4300001	061	\$ 10,000.00
0000005396	8/6/2019	002037	PERMA BOUND PUB.		0100	0000000	5800010	071	\$ 5,379.67
0000005397	8/6/2019	0000000657	GUILLERMO SOLORIO		0100	0000000	4300001	016	\$ 600.00
0000005398	8/6/2019	001012	CDW GOVERNMENT LLC		0100	0000000	4300015	024	\$ 183.07
0000005399	8/6/2019	003954	ANYTIME SIGN SOLUTION, INC		0100	0000000	4300002	067	\$ 2,011.49
0000005400	8/7/2019	004678	AMAZON.COM, INC.		0100	0000001	4300001	061	\$ 118.51
0000005401	8/7/2019	000654	LOS ANGELES COUNTY OFFICE		0100	0000000	4300011	061	\$ 161.63
0000005402	8/7/2019	000654	LOS ANGELES COUNTY OFFICE		0100	0000000	4300011	061	\$ 161.63
0000005403	8/7/2019	000654	LOS ANGELES COUNTY OFFICE		0100	0000000	4300011	061	\$ 161.63
0000005404	8/7/2019	004678	AMAZON.COM, INC.		0100	0000001	4300001	061	\$ 4,236.42

14E.1
16

PURCHASING REPORT
July 29, 2019 - August 23, 2019

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
000005405	8/7/2019	001775	STAPLES, INC.		0100	0000000	4300011	062	\$ 105.67
000005406	8/7/2019	000146	LAKESHORE		0100	0000000	4300001	016	\$ 810.56
000005407	8/7/2019	003313	BEST BUY		0100	0000000	4300002	067	\$ 1,000.00
000005408	8/7/2019	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	3010003	5200003	018	\$ 1,600.00
000005409	8/7/2019	000000656	CHULA VISTA SCHOOL DISTRICT		0100	0000001	5800017	020	\$ 400.00
000005410	8/7/2019	004580	TERI CRIMSON CENTER FOR SPEECH-		0100	0000000	5800150	054	\$ 1,500.00
000005411	8/7/2019	0000000618	COCHLEAR AMERICAS		0100	6500000	4300001	054	\$ 425.61
000005412	8/7/2019	0000000393	NAUMANN HOBBS MATERIAL		0100	8150000	5600005	070	\$ 800.00
000005413	8/7/2019	0000000413	TENCERSHERMAN LLP		0100	0000000	5450000	071	\$ 5,000.00
000005414	8/7/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	016	\$ 2,419.31
000005415	8/7/2019	001161	HOME DEPOT		0100	0000000	4300002	067	\$ 3,000.00
000005416	8/8/2019	000809	OFFICE DEPOT		0100	0000000	4300001	024	\$ 87.28
000005417	8/8/2019	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300050	073	\$ 1,867.84
000005418	8/8/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	\$ 318.36
000005419	8/8/2019	000651	CSBA		0100	0000000	5300000	063	\$ 13,486.00
000005420	8/8/2019	001906	LEARNING A-Z		0100	3010000	5800006	061	\$ 30,720.87
000005421	8/8/2019	003589	HENRY APONTE		0100	0980002	4300001	061	\$ 2,569.84
000005422	8/8/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	\$ 383.50
000005423	8/8/2019	000651	CSBA		0100	0000000	5800006	064	\$ 2,810.00
000005424	8/8/2019	002754	EL TAPATIO CATERING		0100	0000000	4300015	012	\$ 479.86
000005425	8/8/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	020	\$ 115.29
000005426	8/8/2019	003192	WAL- MART COMMUNITY/GEGRB		0100	0000000	4300011	012	\$ 500.00
000005427	8/8/2019	000000203	KEENAN & ASSOCIATES		0100	0000000	5800010	071	\$ 10,000.00
000005428	8/8/2019	004678	AMAZON.COM, INC.		0100	0980002	4300001	061	\$ 394.98
000005429	8/8/2019	0000000541	AARDVARK ANT & PEST CONTROL INC.		0100	8150000	5600005	070	\$ 3,000.00
000005430	8/8/2019	004822	CALIFORNIA FINANCIAL SERVICES		0100	0000000	5800010	071	\$ 10,000.00
000005431	8/8/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	061	\$ 947.01
000005432	8/8/2019	001383	BUS WEST		0100	0982000	4300023	074	\$ 5,000.00
000005433	8/8/2019	0000000584	UNITED FASTENER, INC.		0100	0982000	4300023	074	\$ 2,000.00
000005434	8/8/2019	002151	NAPA AUTO AND TRUCK PARTS		0100	0982000	4300060	074	\$ 3,000.00
000005435	8/8/2019	003192	WAL- MART COMMUNITY/GEGRB		0100	0980002	4300001	061	\$ 334.74
000005436	8/8/2019	001755	WILLIAM V. MAC GILL & CO.		0100	0000000	4300010	020	\$ 544.86
000005437	8/8/2019	004678	AMAZON.COM, INC.		0100	6500000	4300001	054	\$ 24.77
000005439	8/8/2019	000136	WAXIE SANITARY SUPPLY		0100	0000000	4300020	069	\$ 9,424.28
000005440	8/8/2019	0000000315	ACSA FOUNDATION FOR EDUCATIONAL		0100	0000000	5200003	061	\$ 2,570.00
000005441	8/8/2019	004678	AMAZON.COM, INC.		0100	0000000	4300011	064	\$ 906.12
000005442	8/9/2019	003143	HD SUPPLY FACILITIES		0100	8150000	4300007	070	\$ 20,000.00
000005443	8/9/2019	004265	CENGAGE LEARNING		0100	4203000	4300001	061	\$ 6,692.36
000005444	8/9/2019	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300001	016	\$ 3,760.48
000005446	8/9/2019	002874	ACSA		0100	0000000	5800010	062	\$ 1,295.00
000005447	8/12/2019	001161	HOME DEPOT		0100	0000000	4300020	069	\$ 3,700.00

14E.1
016

PURCHASING REPORT
July 29, 2019 - August 23, 2019

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005490	8/21/2019	003145	VALLEY INDUSTRIAL SPECIALTIES		0100	8150000	4400000	070	\$ 2,874.11
0000005491	8/22/2019	000146	LAKESHORE		0100	0000000	4300001	020	\$ 1,432.64
0000005492	8/22/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	024	\$ 89.46
0000005493	8/23/2019	004084	RUSSELL SIGLER, INC		0100	8150000	4400000	070	\$ 1,959.97
0000005494	8/23/2019	0000000435	GEARY PACIFIC SUPPLY		0100	8150000	4400000	070	\$ 3,986.87
0000005495	8/23/2019	004056	OPTIMUM FLOORCARE		0100	0000000	4300020	069	\$ 7,000.00
0000005496	8/23/2019	000809	OFFICE DEPOT		0100	0000000	4300001	018	\$ 1,351.72
0000005497	8/23/2019	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300001	018	\$ 1,449.77
0000005498	8/23/2019	004525	ALLTECH IMAGING TECHNOLOGIES		0100	0000000	5800010	012	\$ 179.00
0000005499	8/23/2019	002990	ULINE		0100	0000000	4300050	073	\$ 358.27
0000005500	8/23/2019	004749	SAN DIEGO CENTER FOR CHILDREN		0100	6500000	5800010	054	\$ 32,645.96
0000005501	8/23/2019	004850	ABA EDUCATION FOUNDATION		0100	3327000	5800010	054	\$ 51,000.00
0000005502	8/23/2019	004578	STAFF REHAB		0100	6500000	5800010	054	\$ 50,000.00
0000005503	8/23/2019	0000000331	EBS - EDUATIONAL BASED SERVICES		0100	6500000	5800010	054	\$ 326,707.20
Total for 0100									\$ 1,503,842.70
0000005323	7/31/2019	003934	ANYTIME SIGN SOLUTION, INC		1200	6105000	4300001	076	\$ 765.00
0000005438	8/8/2019	000778	SAFEWAY INC. - VONS DIVISION		1200	6105000	4300015	076	\$ 1,000.00
0000005445	8/9/2019	003507	DEPARTMENT OF SOCIAL SERVICES		1200	6105000	5800006	076	\$ 242.00
Total for 1200									\$ 2,007.00
0000005357	8/5/2019	000887	SAN DIEGO RESTAURANT SUPPLY		1300	5310000	4300026	085	\$ 1,000.00
0000005358	8/5/2019	0000000010	SELECTA INTERNATIONAL		1300	5310000	4700001	085	\$ 4,000.00
0000005360	8/5/2019	003731	LITTLE CAESARS PIZZA		1300	5310000	4700001	085	\$ 10,000.00
0000005362	8/5/2019	000786	P&R PAPER SUPPLY COMPANY, INC.		1300	5310000	4300026	085	\$ 50,000.00
0000005363	8/5/2019	004462	GALASSO'S BAKERY		1300	5310000	4700001	085	\$ 50,000.00
0000005364	8/5/2019	000717	HOLLANDIA DAIRY INC.		1300	5310000	4700001	085	\$ 200,000.00
0000005365	8/5/2019	004398	AMERICAN PRODUCE DISTRIBUTORS		1300	5310000	4700001	085	\$ 200,000.00
0000005366	8/5/2019	0000000227	GOLD STAR FOODS		1300	5310000	4700001	085	\$ 300,000.00
0000005399	8/6/2019	003524	ACE COOLING & FREEZING		1300	5310000	5600005	085	\$ 2,000.00
0000005400	8/6/2019	001958	LLOYD PEST CONTROL CO.		1300	5310000	5600005	085	\$ 3,000.00
0000005459	8/14/2019	004678	AMAZON.COM, INC.		1300	5310000	4300011	085	\$ 902.95
Total for 1300									\$ 820,902.95
Grand Total									\$ 2,326,752.65

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

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

The following are expenditures incurred by the District during the period of July 30, 2019 through August 23, 2019 with checks #14-575891 through #14-583356 for a total expenditure of \$712,248.01 from the following sources:

- General Fund - \$679,179.33
- Child Development- \$242.00
- Child Nutrition- \$32,826.68

RECOMMENDATION:

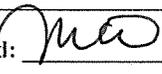
Approve/Ratify the expenditures incurred by the District during the period of July 30, 2019 through August 23, 2019 for a total expenditure of \$712,248.01.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$712,248.01 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14575891	CHULA VISTA PHOTO STUDIO	8/1/2019	324.75	0100	OFFICE SUPPLIES
14576250	EVELYN'S FLOWERS AND GIFTS	8/2/2019	185.00	0100	CONTRACTED SERVICES
14576738	STAFF DEVELOPMENT FOR EDUCATORS	8/5/2019	1358.00	0100	REGISTRATION FEES
14576739	SCHOOL INNOVATIONS	8/5/2019	8100.00	0100	PROFESSIONAL SERVICES
14576740	AMAZON.COM, INC.	8/5/2019	5861.92	0100	INSTRUCTIONAL SUPPLIES
14577167	MRC SMART TECHNOLOGY SOLUTIONS	8/6/2019	959.03	0100	MAINTENANCE CONTRACT
14577168	KELLY PAPER	8/6/2019	1647.28	0100	INSTRUCTIONAL SUPPLIES
14577169	ACHIEVE3000, INC	8/6/2019	4600.00	0100	PROFESSIONAL SERVICES
14577170	DANNIS WOLIVER KELLEY	8/6/2019	2875.50	0100	LEGAL SERVICES
14577171	PANERA BREAD COMPANY	8/6/2019	1437.46	0100	REFRESHMENTS
14577172	DIXIELINE LUMBER CO	8/6/2019	275.25	0100	MAINTENANCE SUPPLIES
14577173	SCHOOL SERVICES OF CALIFORNIA	8/6/2019	250.00	0100	PROFESSIONAL SERVICES
14577174	OFFICE DEPOT	8/6/2019	5576.61	0100	INSTRUCTIONAL SUPPLIES
14577175	CUSTOM BINDING	8/6/2019	1034.40	0100	PUBLICATIONS SUPPLIES
14577176	HOME DEPOT	8/6/2019	302.61	0100	GROUND SUPPLIES
14577177	SAN DIEGO COUNTY	8/6/2019	13670.00	0100	2018-2019 AGREEMENT
14577178	UNITED STATES POSTAL SERVICE	8/6/2019	235.00	0100	POSTSTAGE
14577179	RAINBOW BOOK COMPANY	8/6/2019	516.94	0100	INSTRUCTIONAL SUPPLIES
14577180	REALLY GOOD STUFF, LLC	8/6/2019	440.87	0100	INSTRUCTIONAL SUPPLIES
14577181	CALIFORNIA DEPT. OF JUSTICE	8/6/2019	490.00	0100	CONTRACTED SERVICES
14577182	I B TROPHIES & AWARDS	8/6/2019	1449.49	0100	INCENTIVE & AWARDS
14577183	ANIXTER INC	8/6/2019	480.17	0100	MAINTENANCE SUPPLIES
14577184	IMPERIAL SPRINKLER SUPPLY	8/6/2019	747.62	0100	GROUNDS SUPPLIES
14577185	BENCHMARK EDUCATION COMPANY	8/6/2019	582.86	0100	INSTRUCTIONAL SUPPLIES
14577186	CALIFORNIA ELECTRIC SUPPLY	8/6/2019	996.58	0100	MAINTENANCE SUPPLIES
14577187	YMCA OF SAN DIEGO COUNTY	8/6/2019	96861.10	0100	ASES SERVICES
14577188	SMART & FINAL	8/6/2019	196.28	0100	REFRESHMENTS
14577189	FEDEX	8/6/2019	25.74	0100	CONTRACTED SERVICES
14577190	WAL- MART COMMUNITY/GEGRB	8/6/2019	77.07	0100	INSTRUCTIONAL SUPPLIES
14577191	SOUTHWEST SCHOOL & OFFICE	8/6/2019	7997.32	0100	INSTRUCTIONAL SUPPLIES
14577192	TEAMTALK NETWORK	8/6/2019	397.80	0100	CONTRACTED SERVICES
14577193	BEST BEST & KRIEGER LLP	8/6/2019	17027.78	0100	LEGAL SERVICES
14577194	GALLAGHER BENEFIT SERVICES, INC	8/6/2019	442.85	0100	PROFESSIONAL SERVICES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14577195	THE COLLEGE BOARD	8/6/2019	38378.40	0100	INSTRUCTIONAL SUPPLIES
14577196	XEROX CORPORATION	8/6/2019	5717.85	0100	MAINTENANCE AGREEMENT
14577926	ESTRELLITA	8/7/2019	583.01	0100	INSTRUCTIONAL SUPPLIES
14577927	CORODATA RECORDS MANAGEMENT, INC.	8/7/2019	167.03	0100	CONTRACTED SERVICES
14577928	SAN DIEGO GAS & ELECTRIC	8/7/2019	73866.84	0100	CONTRACTED SERVICES
14577929	DUNN-EDWARDS CORP.	8/7/2019	214.43	0100	MAINTENANCE SUPPLIES
14577930	CURRICULUM ASSOC. INC.	8/7/2019	10962.12	0100	INSTRUCTIONAL SUPPLIES
14577931	SAN DIEGO GAS & ELECTRICT	8/7/2019	16182.57	0100	SDGE UTILITY
14577932	SOUTH BAY FENCE, INC.	8/7/2019	324.95	0100	MAINTENANCE SUPPLIES
14577933	REPUBLIC SERVICES	8/7/2019	26617.65	0100	CONTRACTED SERVICES
14577934	SMART & FINAL	8/7/2019	479.56	0100	REFRESHMENTS
14577935	AT&T	8/7/2019	4466.66	0100	UTILITY(PHONES)
14578489	P.I.P.S.	8/8/2019	77751.66	0100	PROFESSIONAL SERVICES
14578490	AVID CENTER	8/8/2019	13118.00	0100	MEMBERSHIP
14578491	MRC SMART TECHNOLOGY SOLUTIONS	8/8/2019	2145.46	0100	MAINTENANCE AGREEMENT
14578492	CENTER FOR THE COLLABORATIVE	8/8/2019	2315.00	0100	INSTRUCTIONAL SUPPLIES
14578493	CODE TO THE FUTURE	8/8/2019	33000.00	0100	PROFESSIONAL SERVICES
14578494	MAXIM HEALTHCARE SERVICES, INC	8/8/2019	4812.83	0100	CONTRACTED SERVICES
14578495	HOLLAND'S CUSTOM CABINETS, INC	8/8/2019	6520.00	0100	CONTRACTED SERVICES
14578496	CULVER-NEWLIN INC.	8/8/2019	1350.00	0100	CONTRACTED SERVICES
14578497	SAFEWAY INC. -VONS DIVISION	8/8/2019	673.84	0100	MATERIALS AND SUPPLIES
14578498	HOME DEPOT	8/8/2019	4008.45	0100	MAINTENANCE SUPPLIES
14578499	SAN JOAQUIN COUNTY OF EDUCATIO	8/8/2019	676.20	0100	CONTRACTED SERVICES
14578500	FIREHAWK	8/8/2019	6676.01	0100	CONTRACTED SERVICES
14578501	A-Z BUS SALES, INC.	8/8/2019	2306.92	0100	MECHANIC SUPPLIES
14578502	ZONAR SYSTEMS	8/8/2019	8654.38	0100	CONTRACTED SERVICES
14578503	COOPERATIVE ORGANIZATION FOR	8/8/2019	2200.00	0100	MEMBERSHIP
14578504	VALLEY INDUSTRIAL SPECIALTIES	8/8/2019	937.38	0100	MAINTENANCE SUPPLIES
14578505	SOUTHWESTERN COLLEGE	8/8/2019	15440.00	0100	PROFESSIONAL SERVICES
14578506	SAN DIEGO CENTER FOR CHILDREN	8/8/2019	4531.16	0100	NON-PUBLIC SERVICES
14578507	PLATINUM PARTY RENTALS	8/8/2019	2826.77	0100	CONTRACTED SERVICES
14578508	ABA EDUCATION FOUNDATION	8/8/2019	525.00	0100	PROFESSIONAL SERVICES
14578973	XEROX FINANCIAL SERVICES	8/9/2019	9274.25	0100	PROFESSIONAL SERVICES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14578974	GUILLERMO SOLORIO	8/9/2019	600.00	0100	REFRESHMENTS
14578975	CITY TREASURER	8/9/2019	12807.71	0100	UTILITY(WATER)
14578976	COURTNEY TIRE SERVICE	8/9/2019	934.40	0100	CONTRACTED SERVICES
14578977	KONE INC	8/9/2019	10655.77	0100	CONTRACTED SERVICES
14578978	VERITIV OPERATING COMPANY	8/9/2019	1256.17	0100	PUBLICATION SUPPLIES
14578979	ASELTINE SCHOOL	8/9/2019	12147.53	0100	MILEAGE
14578980	ANTONIO RAMIREZ	8/9/2019	793.44	0100	CONTRACTED SERVICES
14579375	AZTEC CONTAINER	8/12/2019	2424.36	0100	LEASE AGREEMENT
14579376	DECLUES, BURKETT & THOMPSON, APC	8/12/2019	4119.90	0100	KEENAN CLAIM
14579377	NEW HAVEN YOUTH & FAMILY SERVICES	8/12/2019	11241.38	0100	NON-PUBLIC SERVICES
14579378	PATHWAY COMMUNICATIONS LTD	8/12/2019	11469.34	0100	INSTRUCTIONAL SUPPLIES
14579379	CDW GOVERNMENT LLC	8/12/2019	2810.80	0100	TECHNOLOGY SUPPLIES
14579380	PENSKE TRUCK LEASING	8/12/2019	680.50	0100	CONTRACTED SERVICES
14579381	EL TAPATIO CATERING	8/12/2019	479.86	0100	REFRESHMENTS
14579382	SAN DIEGO COUNTY SUPERINTENDEN	8/12/2019	1600.00	0100	SDCOE TRAINING
14579384	FLYERS ENERGY	8/12/2019	3409.84	0100	BUSES FUEL
14579824	MARY TUCKER	8/13/2019	26.68	0100	MILEAGE
14579825	SPRINT	8/13/2019	3569.40	0100	UTILITY(CELL PHONE)
14582468	KEENAN & ASSOCIATES	8/21/2019	3390.61	0100	PROFESSIONAL SERVICES
14582469	TENCERSHERMAN LLP	8/21/2019	1446.00	0100	KEENAN CLAIM
14582470	DION INTERNATIONAL TRUCK INC.	8/21/2019	1457.10	0100	PROFESSIONAL SERVICES
14583354	PARADIGM HEALTHCARE SERVICES	8/23/2019	2597.88	0100	PROFESSIONAL SERVICES
14583355	THE INSTITUTE FOR EFFECTIVE	8/23/2019	14133.00	0100	NON-PUBLIC SERVICES
14583356	CALIFORNIA FINANCIAL SERVICES	8/23/2019	20000.00	0100	PROFESSIONAL SERVICES
Total Fund 01			\$ 679,179.33		
14579383	DEPARTMENT OF SOCIAL SERVICES	8/12/2019	242.00	1200	LICENSE FEE
Total Fund 12			\$ 242.00		
14581149	HOLLANDIA DAIRY INC.	8/16/2019	11742.13	1300	CAFETERIA FOOD
14581150	P&R PAPER SUPPLY COMPANY, INC.	8/16/2019	10534.85	1300	CAFETERIA PAPER GOODS
14581151	AMERICAN PRODUCE DISTRIBUTORS	8/16/2019	10549.70	1300	CAFETERIA FOOD
Total Fund 13			\$ 32,826.68		
Grand Total			\$ 712,248.01		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

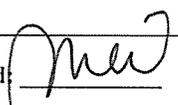
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

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

RECOMMENDATION:

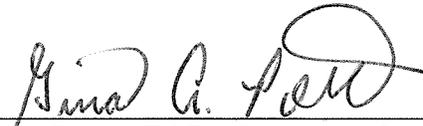
Accept donations valued at \$8,500.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other Are funds for this item available in the 2019-2020 Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Business Services Reviewed:  Requisition # <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
DONATIONS \$8,500.00 (Amount)	Cash/Checks Only Donations Account (Name of funding source and/or location)	-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

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

INITIAL: MP
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH KONE INC. – AMENDMENT NO. 2

BACKGROUND INFORMATION:

KONE Inc. is one of the global leaders in the elevator and escalator industry. The company has been committed to understanding the needs of its customers for the past century, providing industry-leading elevators, escalators and automatic building doors as well as innovative solutions for modernization and maintenance.

This Amendment is to include insurance coverage language in the best interest of the District. Legal Counsel (BBK) has reviewed and given consent to proceed.

RECOMMENDATION:

Approve/Ratify Amendment No. 2 to the KONE Inc. Agreement to provide repair and maintenance services to elevators and wheelchair lifts installed at the school sites and to include insurance language that is in the best interest of the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #2 Safety, Climate and Student Engagement

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

Renewal New Amendment Ratify Other

Business Services Reviewed: MP

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

ADDENDUM

Agreement between KONE INC. and SAN YSIDRO SCHOOL DISTRICT (District)

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

(1) Time for Compliance. KONE INC. 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, KONE INC. shall not allow any subcontractors or employees to commence work until it has provided evidence satisfactory to the District.

(2) Requirements and Limits. KONE INC. 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 KONE INC., its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

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 of **\$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 KONE INC. has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit of **\$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.
4. **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.
5. **Owners and Contractors Protective Liability policy (OCPL):** Issued with limits of \$2,000,000 and naming The San Ysidro School District, its officers, officials, employees, and volunteers as the Named Insureds.

Primary Coverage

For any claims related to this contract, the **KONE INC.’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 KONE INC.’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.

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 KONE INC. must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

Verification of Coverage

KONE INC. 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 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 KONE INC.'s obligation to provide them.

Approved/Agree:

Kone Authorized Representative Signature

Date: _____

San Ysidro School District:

Marilyn Adrianzen, Chief Business Official

Date: _____

Board Approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: mw
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA

BACKGROUND INFORMATION:

Throughout the year, the District uses the resources of School Services of California Inc. for guidance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the State Mandated cost claims process. These resources are invaluable in keeping up with the constantly changing financial landscape of the State.

The District would like to renew the annual agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2019 to September 30, 2020. The cost implications for these services are estimated at \$3,900.00 and \$650.00 for the CADIE and SABRE reports plus additional expenses that may be incurred.

RECOMMENDATION:

Approve the agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2019 to September 30, 2020 at an estimated cost of \$4,550.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: mw

Financial Implications?

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

Requisition #

Yes No

Yes No

\$4,550.00

General Fund

--

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an Agreement between the **SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as “Consultant,” entered into as of October 1, 2019.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of “one copy” of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact local educational agency fiscal policies, and one copy of the *Analysis of the Governor’s Proposals for the State Budget and K-12 Education*
 - b. Unlimited access to the Consultant’s online workshops, which include:
 - i. Fiscal Aspects of Negotiations
 - ii. Associate Student Body
 - c. The option of receiving information on Consultant’s website regarding major school finance and policy issues
 - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - e. Preliminary local educational agency revenue calculation using the online tools available on the Consultant’s website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

- f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
 - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, Special Education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to Consultant for services rendered under this Agreement:
- a. \$3,900 annually, plus expenses, or payable at \$325 per month, plus expenses, upon receipt of a billing from Consultant
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

- 4. This Agreement shall be for the period of one year, beginning October 1, 2019, and terminating September 30, 2020. This Agreement may be terminated prior to September 30, 2020, by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

- 5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____

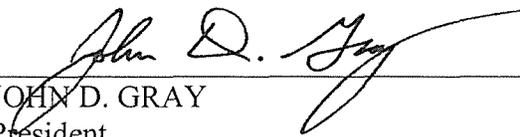
DATE: _____

Print Name

Job Title

San Ysidro Elementary School District

BY: _____


JOHN D. GRAY
President

School Services of California, Inc.

DATE: August 1, 2019

**ADDENDUM A
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district’s revenues and expenditures to those of 40 other districts (*two reports with 20 districts in each*) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **Salary And Benefits Report (SABRE)** is generated from the CDE’s Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (*two reports with 20 districts in each*) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES

Please check the appropriate items below: Current year 2017-18 Next year 2018-19

- | | | |
|--|-------|--|
| <input type="checkbox"/> CADIE Only | \$450 | <input type="checkbox"/> Use the same districts as last year |
| <input type="checkbox"/> SABRE Only | \$300 | <input type="checkbox"/> Use districts of similar type and size |
| <input type="checkbox"/> CADIE & SABRE | \$650 | <input type="checkbox"/> Use districts geographically close to mine |
| | | <input type="checkbox"/> Use districts with similar unduplicated pupil percentages |

Reports are a year behind as the data is released by the CDE.

**Next year: SABRE will be released in December 2019, CADIE will be released in March 2020

District Name: _____

Contact Name: _____

Address (no P.O. boxes please): _____

Telephone with extension: _____

Email Address: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIALS: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

BACKGROUND INFORMATION:

Gloria Gonzalez Photography has been providing school portraits and other specialty items for students and staff. Services are provided based on principal's choice to participate. Participating schools receive a commission for portrait packages that are sold. The commission is used at the discretion of the school principal. School principal may designate and work in conjunction with the school's PTA to coordinate student activities/events and purchase incentives with the commission from these services.

RECOMMENDATION:

Approve the agreement with Gloria Gonzalez Photography to provide school portraits and other specialty items for students and staff for school 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 Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	Business Services Reviewed: <u>MA</u> Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px;">N/A</div> (Amount)	<div style="border: 1px solid black; padding: 2px;">N/A</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 2px;"></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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of September 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Gloria Gonzalez Photography
Company/Consultant

(619) 409-2027
Telephone Number

5317 Vista Santa Margarita, San Diego, CA 92154
Address

fotografiagloria@gmail.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.

(1) All photographs taken pursuant to this Agreement shall be processed and printed exclusively in the United States of America.

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 maintain a valid and current City of San Diego Business Tax Certificate for the duration of 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: September 13, 2019

To: June 30, 2020

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.

14E.6

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 amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*

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

Additional Insured Status

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

4.8 CONFIDENTIALITY

All photographs, video, data, materials, products, technology, financial information and other documents ("Confidential Information"), either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Confidential Information shall not, without the written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the services performed pursuant to this Agreement. Consultant shall not disclose, cause or facilitate the

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

disclosure of the Confidential Information to any person or entity not connected with the performance of the services or this Agreement. Consultant shall adhere to all relevant Family Educational Rights and Privacy Act (FERPA) Regulations. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known or has become known to the related industry shall be deemed confidential.

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 expense.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Gloria Gonzalez Photography
Name:	Gloria Gonzalez
Title:	Owner
Address:	5317 Vista Santa Margarita
City/State/Zip code:	San Diego, CA 92154
Telephone:	(619) 409-2027
Email:	fotografiagloria@gmail.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476 ext. 3003	
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 of the District on behalf of which his or her signature is made.//

CONSULTANT

Gloria Gonzalez Photography

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

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 employee's 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 _____

July 2019

San Ysidro district school

I would like to present who we are and our proposals for this upcoming school cycle.

Before I begin, I would like to inform you a bit about our long work history as a professional photography studio in the school environment.

We have more than 25 years of experience as a photography studio. In the San Ysidro School District, we have offered our services for more than 21 years in which we have served as photographers and as professional designers from the photo shoots to the very last detail in turning in the photographs. We are always making sure we offer our upmost professionalism and excellent quality service. All the work that we offer is retouched and edited. For the finishing product, all of our prints are texturized (to keep from damaging) cut out (for sizes), and packaged for proper presentation of the work. For those prints that are 8x10 or larger, we mount them on a white carton especially made for photography paper.

Up to this moment, the packages that we have offered to the schools in the district have been the following:

Christmas Package:

We bring a professional portable studio set up which includes the holiday background, the lighting necessary and a tripod for the camera, a person dressed as Santa Claus and some props for example; Christmas hats, scarves, and stuffed toys (holiday themed)

Spring Package:

We bring a professional portable studio set up including a spring background, necessary lighting, and a tripod for the camera. We have a person dressed as an Easter bunny and props suitable for the occasion such as bunny ear headbands, spring hats and stuffed toys (spring themed), the bunny suit is optional. It is possible to just have spring props such as a chair and basket.

Graduation Package:

We bring a professional portable studio set up with a proper background for professional graduation pictures and necessary lighting. In this package we take a group photo with the school uniform or with the graduation suit (dress, suit, etc.) Each school decides how they want the picture taken. For the individual picture, we bring the cap and gown (we have different colors).

For this School cycle we have a few package proposals:

Christmas Package : The sessions are usually in the month of November.

- 1) calendar 6x10
- 1) 5x7's
- 2) 3.5X5
- 4) wallets
- 6) gift tags

Price: \$28 dlls.

Spring Package: The sessions are usually taken in the month of February

- 1) 6x10
- 1) 5x7's
- 2) 3.5x5's
- 4) wallets

Price: \$28 dlls.

Graduation Package: The sessions are usually taken in the month of May

- 1) 8x10
- 2) 5x7's
- 8) wallets
- 1) 6x12 Group Photo

Price: \$38 dlls.

Additional specialty items include mugs for the three packages and a snow globe for the Christmas Package for an extra cost of \$10 dlls. additional to the package.



Up to this moment we have worked directly with the PTA in each school and have left a certain amount of earnings from each package to help PTA fundraising.

This year we will leave \$4 dollars per package and \$1 for each specialty item bought.

For the graduation package we have worked with preschool, kindergarten and occasionally 6th grade students. We do offer more services than the ones stated above. It is a matter of letting us know what you are looking for and we can accommodate.

We understand that these services are in no way obligatory, therefore we do not ask for a minimum of students to sign up for the packages for us to come and offer our services. This way the school does not feel obliged to gather enough people. We are only requesting to be able to continue our photography services in the Chula Vista School District with your consent.

Thank you for your time and consideration. I hope that the above information has proved that we are a professional photography service and that with this, we will be considered to be able to work within the district for this school cycle and others to come.

Sincerely,
Gloria A. Gonzalez
of Gloria Gonzalez Photography

**Schools Picture Dates
San Ysidro School District**

Christmas Pictures 2019

Date	School
November 13th	La Mirada Elementary School
November 15th	Smythe Elementary School
November 19th	Ocean View Hills Elementary School
November 19th	Ocean View Hills Preschool
November 20th	Sunset Elementary School
November 20th	Sunset Preschool
November 21th	Child Development Center
November 22th	Willow Elementary School

Spring/Easter Pictures 2020

Date	School
March 3rd	Ocean View Hills Elementary School
March 3rd	Ocean View Hills Preschool
March 4th	Sunset Elementary School
March 4th	Sunset Preschool
March 5th	Child Development Center
March 6th	Willow Elementary School
March 10th	La Mirada Elementary School
March 11th	Smythe Elementary School

Graduation Pictures 2020

Date	School
April 29th	6th grade Ocean View Hills Elementary School
May 5th	Willow Elementary School
May 6th	La Mirada Elementary School
May 7th	Smythe Elementary School
May 12th	Ocean View Hills Elementary School ^{Kinder} TK and Preschool
May 13th	Sunset Preschool
May 14th	Child Development Center
May 15th	Sunset Elementary School

Date	School
Pending - Mom and Son dance	Ocean View Hills
Pending - Dad and Daughter dance	Ocean View Hills
Pending - Mom and Daughter dance	Ocean View Hills

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

INITIAL: ma
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH EMS LINQ INC. – AMENDMENT NO. 3

BACKGROUND INFORMATION:

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

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

The Amendment includes 4 keypads (equipment).

RECOMMENDATION:

Approve/Ratify the Amendment No. 3 to the EMS LINQ Inc. Agreement to include equipment necessary for the point of sale component of the Child Nutrition Services in the amount of \$876.69.

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: ma

Financial Implications?
 Yes No

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

Requisition #

(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

EMS LINQ*Connecting the K-12 Community*2528 Independence Blvd Suite 200
Wilmington, NC 28412Phone: 800.541.8999
Fax: 910.799.5427
Email: jverdusco@thinklinq.com**AMENDMENT NO. 3****Quote #:** Q-10159-2
Date: 7/31/2019 11:46 AM
Expires On: 8/30/2019**Customer Contact**Evelyn Zarzosa
(619) 428-4476 Ext. 3011 / 3010
evelyn.zarzosa@sysdschools.org**Bill To**San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Joe Verdusco	jverdusco@thinklinq.com	12 months	Net 30

Terms & Conditions25% due upon execution of Order Form and 75% due 1 week before Implementation begins **Not Applicable**

QTY	PRODUCT	UNIT PRICE	EXTENDED
4	Hardware: Keypad - Genovations 905RJ Sealed Keypad	\$199.00	\$796.00
Subtotal:			\$796.00

Tax:	\$61.69
Shipping:	\$19.00
Grand Total:	\$876.69

San Ysidro School District
Approved by:_____
Marilyn Adrianzen,
Chief Business Official_____
Date**Board Approved/Ratified:** _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

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

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH JOHNSON CONTROLS – AMENDMENT NO. 1

BACKGROUND INFORMATION:

The District would like to retain the services of Johnson Controls on an “as needed” basis for preventive maintenance and repair services under a block repair agreement. The District currently has approximately 380 HVAC units and the District’s manpower is not sufficient to cover all service calls. The cost implications for the Block Repair Agreement is up to \$30,000.00 with the option to purchase additional block units as may be necessary.

This Amendment is to extend the term of the agreement to 2019-20 on an “as needed” basis at a cost up to \$30,000.00. All other terms and conditions remain unchanged.

RECOMMENDATION:

Approve/Ratify the agreement with Johnson Controls to provide preventive maintenance and repair services for HVAC systems on an “as needed” basis for 2019-20 fiscal year in an amount up to \$30,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety

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

Renewal New Amendment Ratify Other

Business Services Reviewed: MA

Financial Implications?

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

Requisition #

Yes No

Yes No

UP TO \$30,000.00 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:

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

**PROFESSIONAL SERVICES AGREEMENT
WITH
JOHNSON CONTROLS**

AMENDMENT NO. 1

This ADDENDUM is made effective on July 1, 2019, and it is made by and between Johnson Controls, hereafter called "Company," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Company, who is specifically qualified to provide HVAC service work and agrees to provide services to the District.

WHEREAS, the Company and District's current agreement dated September 15, 2018 for HVAC services expired on June 30, 2019.

WHEREAS, the District would like to extend the term of the agreement from July 1, 2019 through June 30, 2020 on an "as needed" basis at an additional cost up to \$30,000.00.

NOW, THEREFORE, The Company and the District agree as follows:

Per Section 5.8 of original agreement:

The District would like to extend the term of the agreement to fiscal year 2019-20 and on an "as needed" basis for an additional not to exceed amount of \$30,000.00. All other terms and conditions and price schedule on original agreement dated September 15, 2018 remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below:

COMPANY:

Johnson Control
9630 Ridgehaven Court, Ste A
San Diego, CA 92123
(858) 614-8512

DISTRICT:

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

Signature	Signature	
Name & Title	Marilyn Adrianzen, Chief Business Official	
Email	Marilyn.adrianzen@sysdschools.org	
Date signed	Date signed	Board approved

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Child Nutrition Services
Evelyn Zarzosa, Director

INITIAL: MW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ECOLAB INC. - AMENDMENT

BACKGROUND INFORMATION:

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

On February 21, 2019, the Governing Board approved the agreement with Ecolab Inc. to provide cleaning and sanitizing products for the Child Nutrition Services Department. This amendment is to update the terms and conditions of the agreement. The District's legal counsel (BBK) reviewed the language and approved moving forward.

RECOMMENDATION:

Approve/Ratify the amendment to the Ecolab Inc. Agreement to provide cleaning products for our Nutrition Services Department and to update the terms and conditions which remain in the best interest of the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

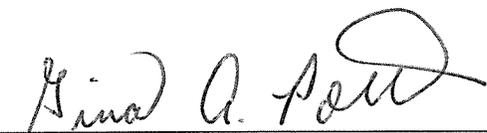
Goal #2: Safety, Climate and Student Engagement

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

<input type="checkbox"/> Renewal	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Amendment	<input checked="" 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Varies <small>(Amount)</small>	Child Nutrition <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**SERVICE AGREEMENT
AMENDMENT**

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

Ecolab Inc.
Company/Vendor

(800) 352-5326
Telephone Number

1 Ecolab Place, St. Paul, Minnesota 55102
Address

www.ecolab.com
Website

hereinafter referred to as "Company/Vendor."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Term: From: February 22, 2019 To: June 30, 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 products delivered and work completed by Company/Vendor. District shall review each invoice and/or receipts submitted to determine that the products delivered and work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Company/Vendor within thirty (30) days of the date of the invoice.

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. Company/Vendor shall make reasonable efforts 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 writing by District. Any additional personnel performing the Services under this Agreement on behalf of

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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, on an annual basis, during normal business hours with reasonable notice to examine such records and any other documents created pursuant to this Agreement. Company/Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

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

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

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

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

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

To the extent of Company/Vendor's indemnification obligations set forth herein, 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. 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, to the extent such loss is the result of Company/Vendor's negligence or intentional misconduct. 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

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.

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 either party upon thirty (30) days written notice to the other party only when the other party has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the other party's failure to perform, and in the case of termination by Company/Vendor, shall include the outstanding balance on the District's account.

5.4 RESERVED

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 RESERVED

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Company/Vendor shall defend indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all 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, to the extent arising out of the negligence, errors or omissions, or willful misconduct of Company/Vendor, its officials, officers, employees, subcontractors, Company/Vendors or agents in connection with the performance of the Company/Vendor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Company/Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Company/Vendor, the District, its officials, officers, employees, agents, or volunteers.

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

SAN YSIDRO SCHOOL DISTRICT

4350 Olay 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:

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.

COMPANY/VENDOR:		Ecolab Pacific Southwest
Name:	R. Todd Hitch	Bruce Kottom -- Authorized Agent
Title:	Government Sales, AVP Corporate Accts	Sr. Government Sales Manager
Address:	18383 E. Railroad Street	2750 Blue Water Road., Ste 225
City/State/Zip Code:	City of Industry, CA 91748	Eagan, MN 55121
Telephone:	(714) 655-7901	(952) 852 - 2422
Email:	Todd.hitch@ecolab.com	bruce.kottom@ecolab.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

COMPANY/VENDOR

DISTRICT

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 01-23-19

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company/Vendor Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 01-23-19

San Ysidro School District

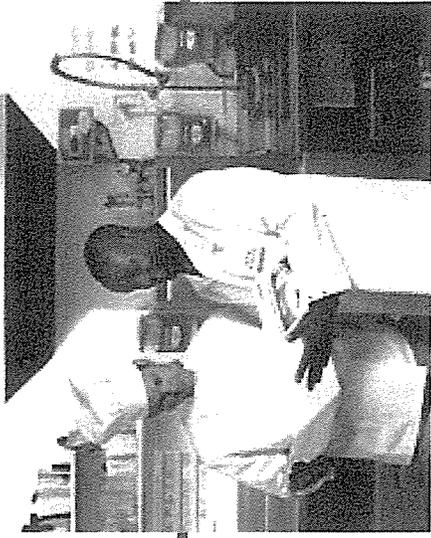
Mario Peralta

Street Sales Development Mgr

21 December 2018



Kitchen Service Procedures



Service Commitment

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

Restaurant Kitchen Visit Procedures for Ecolab Representative

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

Results Inspected

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

Dishmachine Inspected Areas May Include:

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

Kitchen Service Procedures Continued

Dispensing Equipment Inspected

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

Readings Taken

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

General Kitchen Inspection

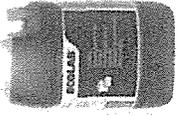
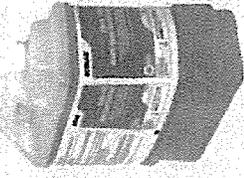
- ▲ Ecolab Representative will inspect general kitchen area which may include:
 - Pre-scrub Hose
 - Cooler / Freezer
 - Procedures
 - Sink
 - Garbage Disposal
 - Food Contact Surfaces

360° of Protection

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

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

San Ysidro School District

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



San Ysidro School District

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



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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Educational Services,
Manuela Colom, Executive Director

INITIAL 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH DOCUMENT TRACKING SERVICES

BACKGROUND INFORMATION:

Document Tracking Services (DTS) provides small businesses; public/private school systems and the real estate industry an easy-to-use, web-based application that allows these different entities to create, edit and track critical documents. The idea behind our effective web-based application is to streamline and provide a consistent way organizations and companies create documents while providing significant cost savings as well as re-directing staff resources. Our web-based application completely eliminates faxing documents; provides more flexibility to staff work schedules (clients can access from anywhere) and provides 100% accountability in tracking their documents and/or reports.

The maximum number of documents per school districts is five (5). Our District is using this service for:

1. 2019 Single Plan for Student Achievement (CDE template)
2. 2019 Comprehensive Safety Plan (CDE template)
3. Other templates as needed

RECOMMENDATION:

Approve the license agreement with Document Tracking Services (**DTS**) to provide a web-based application to streamline documents and State reports at a cost not to exceed \$2,500.00 from General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$2,500.00

(Amount)

General Fund

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



LICENSING AGREEMENT

This Agreement effective **November 15, 2019**, is made and entered into by **San Ysidro Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,500**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: August 12, 2019

Licensee

By: _____

Date: _____

San Ysidro Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2019 School Plan for Student Achievement (CDE Template)
2. Others to be identified as needed.



August 12, 2019

San Ysidro Elementary School District
1350 Otay Mesa Road
San Ysidro, CA 92173

Re: Document Tracking Services

INVOICE #9217306

Pursuant to the licensing agreement between San Ysidro Elementary School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [11/15/19 to 11/15/20]: \$2,500
9 schools and District Personnel = 10 sites
License Agreement includes up to 5 documents

Total Balance Due: \$2,500

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

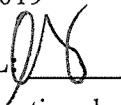
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM
GRANT AWARD

BACKGROUND INFORMATION:

Since 1987, the California Department of Education (CDE) has administered Federal McKinney-Vento Homeless Assistance Act program funds. These funds are used to provide grants to facilitate the identification, enrollment, attendance, and success in school for homeless children and youth.

The District was awarded the 3-year Education for Homeless Children and Youth (EHCY) Program Grant. Based on receipt of Federal allocations for the EHCY Grant Program, the CDE will issue a new grant award each fiscal year for each of the three years. These funds will be used to provide supplemental services for our homeless children and youth.

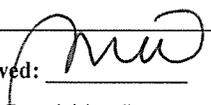
RECOMMENDATION:

Accept the Grant Award from the Education for Homeless Children and Youth Program to provide supplemental services for District's homeless children and youth in an amount up to \$121,875.00 for fiscal year 2019-20.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Climate, Safety and Student Engagement – Action: 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.

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

Revenue
\$121,875.00
(Amount)

EHCY Grant Award
(Name of funding source and/or location)

--
(Funding account number)

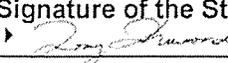
Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

Grant Award Notification

GRANTEE NAME AND ADDRESS San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173 ORIGINAL		CDE GRANT NUMBER				
		FY	PCA	Vendor Number	Suffix	
		19	14332	68379	00	
Attention Gina Potter, Superintendent		STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY	
Program Office San Ysidro Elementary		Resource Code	Revenue Object Code		37	
Telephone 619-428-4476		5630	8290		INDEX	
Name of Grant Program Education For Homeless Children and Youth					0510	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$121,875		\$121,875		7/1/19	6/30/20
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.196A	S196A190005	Education for Homeless Children and Youth			U.S. Department of Education	
I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth Program. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) and Budget Request to: <div style="text-align: center;"> Shoshannah Fuentes, Associate Governmental Program Analyst Regional Support and Awards Office California Department of Education 1430 N Street, Suite 6208 Sacramento, CA 95814-5901 </div>						
California Department of Education Contact Shoshannah Fuentes				Job Title Associate Governmental Program Analyst		
E-mail Address sfuentes@cde.ca.gov				Telephone 916-319-0384		
Signature of the State Superintendent of Public Instruction or Designee 				Date July 30, 2019		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent				Title		
E-mail Address				Telephone		
Signature ▶				Date		

Grant Award Notification (Continued)

1. The Education for Homeless Children and Youth (EHCY) Program is authorized under Title VII-B of the McKinney-Vento Homeless Assistance Act (42 *United States Code* Section 11431 et seq.). The intent of this funding is to implement some of the new provisions within the Every Student Succeeds Act (ESSA) as it relates to the EHCY Program as well as for countywide activities such as professional development and technical assistance to all local homeless liaisons that are required to identify and meet the needs of homeless children and youth. The grantee is **required** to attend the annual Coordinator's Meeting. Failure to attend may result in a billing for the entire amount of grant funds advanced. The grantee must expend these funds by June 30, 2020. Carryover of EHCY funds is not allowed.
2. The grantee **must** submit four quarterly expenditure reports (Q1-4). Reporting period and due dates are:

Reporting Period

Q1: July 1, 2019, through September 30, 2019
Q2: October 1, 2019, through December 31, 2019
Q3: January 1, 2020, through March 31, 2020
Q4: April 1, 2020, through June 30, 2020

Due Date:

October 31, 2019
January 31, 2020
April 30, 2020
July 31, 2020

Failure to submit the required reports by the due dates may result in a billing for the entire amount of funds advanced. If the grantee is charging indirect, it must be reflected on each quarterly report. The grantee cannot wait until the close of the grant to charge indirect for the entire grant period. The calculation of the subtotal times the indirect must be to-the-penny. No rounding is allowed. All fiscal forms will be emailed to the grantees.

3. Budget changes that are more than 10 percent of the grant amount require advance approval from the California Department of Education (CDE). If the grantee wishes to change an approved budget, a 2019-20 Budget Change Request (BCR) must be submitted. All BCRs must be submitted **before** May 31, 2020. Please mail **all** fiscal forms to Shoshannah Fuentes at the address shown on the front of this AO-400.
4. The CDE will disburse funds to the grantee in four payments. The initial payment of 30 percent will be disbursed after receipt of all signed AO-400s and Budget Requests. The second payment of 30 percent ~~will be disbursed after receipt of the second quarterly expenditure report, due January 31, 2020, if the~~ grantee shows they have spent 65 percent or more of the first payment. The third payment of 30 percent will be disbursed after receipt of the third quarterly expenditure report if the grantee shows they have spent 65 percent of funds advanced thus far. The final payment of up to 10 percent will be disbursed after the grantee has submitted the close-out expenditure report, due July 31, 2020.
5. The grantee must comply with the requirements that pertain to sub-grantees in Title 34 of the *Code of Federal Regulations (CFR)* Part 80. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. In addition, 34 *CFR* Section 80.21 requires the grantee to promptly, but at least quarterly, remit to the federal agency any interest greater than \$100 per year earned on payments. When reporting and remitting federal interest to the CDE, a grantee should specify their Data Universal Numbering system number, the time period associated with the interest earned, and the federal program resource code. Please send interest on federal cash balances to the CDE at the following address:

California Department of Education
Attention: Cashier's Office
P.O. Box 515006
Sacramento, CA 95851

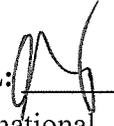
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: DISPOSAL OF OBSOLETE, DAMAGED, AND OUTDATED TECHNOLOGY EQUIPMENT

BACKGROUND INFORMATION:

The Information Management Services Department has been evaluating equipment that has been in storage and has determined that there are approximately 260 items that are obsolete and/or beyond repair. These items include old printers, computers, monitors, and other miscellaneous items.

The District has no need to retain these items and recommends that they be disposed of by means of sale and/or recycling. Recycle International is a company that has been used in the past to dispose of this type equipment in a safe manner. A portion of the revenue generated through this process will be remitted to the District. The list of equipment is attached.

RECOMMENDATION:

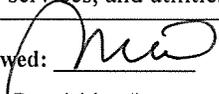
Approve the disposal of technology equipment that is obsolete, damaged, outdated and/or beyond economic repair.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety

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

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

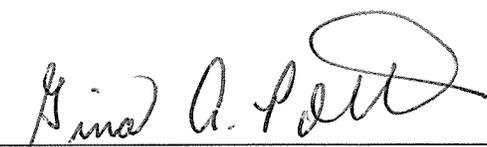
REVENUE TBD (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SYSD TAG or Serial #	Description	Device	MRC's tag
	8 APC BATTERIES	Battery	
	16 Old, beyond their life, backup batteries that have been replaced (District Office)	Battery	
	APC Symmetra LX Backup Battery Frame	Battery	
1VVBLF1	DELL OPTIPLEX 755	Computer	
6WRBLF1	DELL OPTIPLEX 755	Computer	
7D6VGG1	DELL OPTIPLEX 755	Computer	
8VPQRH1	DELL OPTIPLEX 755	Computer	
GN73GH1	DELL OPTIPLEX 755	Computer	
8gbtrf1	DELL OPTIPLEX 755	Computer	
9019	DELL OPTIPLEX 755	Computer	
bvrblf1	DELL OPTIPLEX 755	Computer	
cktqrh1	DELL OPTIPLEX 755	Computer	
d08vnh1	DELL OPTIPLEX 755	Computer	
BCK6TF1	DELL OPTIPLEX 755	Computer	
d18vnh1	DELL OPTIPLEX 755	Computer	
hk0hdf1	DELL OPTIPLEX 755	Computer	
BBVLNH1	DELL OPTIPLEX 755	Computer	
75WFBG1	DELL OPTIPLEX 755	Computer	
9N4Y3J1	DELL OPTIPLEX 755	Computer	
C1S8SF1	DELL OPTIPLEX 755	Computer	
3R40TF1	DELL OPTIPLEX 755	Computer	
8WSBLF1	DELL OPTIPLEX 755	Computer	
9W69CK1	DELL OPTIPLEX 755	Computer	
JQTWL1	DELL OPTIPLEX 755	Computer	
SPMYRG1	DELL OPTIPLEX 755	Computer	
CWMXFG1	DELL OPTIPLEX 755	Computer	
6CVLNH1	DELL OPTIPLEX 755	Computer	
009532SYSD	SOUTHLAND COMPUTERS SILVER C2Q	Computer	
008930SYSD	SOUTHLAND COMPUTERS SILVER	Computer	
006298SYSD	OLD WHITE COMPUTER P4	Computer	
006022SYSD	OLD WHITE COMPUTER P4	Computer	
6N4Y3J1	DELL OPTIPLEX 755	Computer	
9WD2CK1	DELL OPTIPLEX 755	Computer	
56B1JK1	DELL OPTIPLEX 755	Computer	
2CFYPH1	DELL OPTIPLEX 755	Computer	
5430JK1	DELL OPTIPLEX 755	Computer	
9W75CK1	DELL OPTIPLEX 755	Computer	
BRIHCG1	DELL OPTIPLEX 755	Computer	
G03RQJ1	DELL OPTIPLEX 755	Computer	
B64TQJ1	DELL OPTIPLEX 755	Computer	
6Y43SH1	DELL OPTIPLEX 755	Computer	
5M1V7J1	DELL OPTIPLEX 755	Computer	
3S1HCG1	DELL OPTIPLEX 755	Computer	
3WRBLF1	DELL OPTIPLEX 755	Computer	

14E.12

SYSD TAG or Serial #	Description	Device	MRC's tag
FR1HCG1	DELL OPTIPLEX 755	Computer	
006894SYSD	OLD WHITE COMPUTER P4	Computer	
008912SYSD	SOUTHLAND COMPUTERS SILVER	Computer	
011242sysd	SOUTHLAND COMPUTERS SILVER	Computer	
011386SYSD	SOUTHLAND COMPUTERS SILVER	Computer	
010075SYSD	SOUTHLAND COMPUTERS SILVER	Computer	
009502SYSD	SOUTHLAND COMPUTERS SILVER	Computer	
009704SYSD	SOUTHLAND COMPUTERS SILVER	Computer	
011354SYSD	SOUTHLAND COMPUTERS SILVER	Computer	
006132SYSD	OLD WHITE COMPUTER P4	Computer	
011203SYSD	HIQ COMPUTER	Computer	
8844qh1	DELL OPTIPLEX 755	Computer	
53C2JK1	DELL OPTIPLEX 755	Computer	
NO TAG OR SERIAL	DELL OPTIPLEX 755	Computer	
F9FC511	DELL OPTIPLEX 755	Computer	
F9D05J1	DELL OPTIPLEX 755	Computer	
2Q1HQC1	DELL OPTIPLEX 755	Computer	
010808sysd	SOUTHLAND COMPUTER SILVER	Computer	
013902SYSD	SOUTHLAND COMPUTER SILVER	Computer	
010803SYSD	SOUTHLAND COMPUTER SILVER	Computer	
010805SYSD	SOUTHLAND COMPUTER SILVER	Computer	
010807SYSD	SOUTHLAND COMPUTER SILVER	Computer	
010810SYSD	SOUTHLAND COMPUTER SILVER	Computer	
010812SYSD	SOUTHLAND COMPUTER SILVER	Computer	
010804SYSD	SOUTHLAND COMPUTER SILVER	Computer	
010806SYSD	SOUTHLAND COMPUTER SILVER	Computer	
010806SYSD	SOUTHLAND COMPUTER SILVER	Computer	
009680SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007866SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007871SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007872SYSD	SOUTHLAND COMPUTER SILVER	Computer	
006603sysd	SOUTHLAND COMPUTER SILVER	Computer	
007886SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007887SYSD	SOUTHLAND COMPUTER SILVER	Computer	
006601SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007873SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007879SYSD	SOUTHLAND COMPUTER SILVER	Computer	
006600SYSD	SOUTHLAND COMPUTER SILVER	Computer	
006604sysd	SOUTHLAND COMPUTER SILVER	Computer	
007874SYSA	SOUTHLAND COMPUTER SILVER	Computer	
007890SYSD	SOUTHLAND COMPUTER SILVER	Computer	
006597sysd	SOUTHLAND COMPUTER SILVER	Computer	
007883SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007889SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007865SYSD	SOUTHLAND COMPUTER SILVER	Computer	

14E.12

SYSD TAG or Serial #	Description	Device	MRC's tag
007870SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007868SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007882SYSD	SOUTHLAND COMPUTER SILVER	Computer	
007863SYSD	SOUTHLAND COMPUTER SILVER	Computer	
006595SYSD	SOUTHLAND COMPUTER SILVER	Computer	
011239sysd	OLD WHITE COMPUTER P4	Computer	
001608sysd	HP COMPUTER WHITE P4	Computer	
99114	OLD WHITE COMPUTER P4	Computer	
005518sysd	OLD WHITE COMPUTER P4	Computer	
005716sysd	SOUTHLAD COMPUTER SILVER	Computer	
006066sysd	OLD WHITE COMPUTER P4	Computer	
125399	SOUTHLAND COMPUTERS SILVER	Computer	
009724sysd	SOUTHLAND COMPUTERS SILVER	Computer	
006070sysd	WHITE PC CEL 266	Computer	
001580sysd	WHITE PC CEL 266	Computer	
002671sysd	WHITE PC CEL 266	Computer	
010969sysd	WHITE PC CEL 266	Computer	
010968sysd	WHITE PC CEL 266	Computer	
011384sysd	SOUTHLAND COMPUTERS SILVER	Computer	
162259	SOUTHLAND COMPUTERS SILVER	Computer	
125387 SOUTHLAND	SOUTHLAND COMPUTERS SILVER	Computer	
NO TAG OR SERIAL	DELL OPTIPLEX 760	Computer	
006095sysd	WHITE PC CEL 266	Computer	
006094sysd	WHITE PC CEL 266	Computer	
002906sysd001162sysd	WHITE PC CEL 266	Computer	
001162sysd	WHITE PC CEL 266	Computer	
001029sysd	WHITE PC CEL 266	Computer	
015404sysd	HIQ COMPUTER	Computer	
011234sysd	HIQ COMPUTER	Computer	
008835SYSD	iMAC computer	Computer	
008830SYSD	iMAC computer	Computer	
008843SYSD	iMAC computer	Computer	
008832SYSD	iMAC computer	Computer	
008833SYSD	iMAC computer	Computer	
008831SYSD	iMAC computer	Computer	
011225SYSD	iMAC computer	Computer	
008837SYSD	iMAC computer	Computer	
011232SYSD	iMAC computer	Computer	
011224SYSD	iMAC computer	Computer	
001229sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
x 88331	TOSHIBA LAPTOPS SATELLITE M20	Computer	
93163770su	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001322sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001241sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001101sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	

14E.12

SYSD TAG or Serial #	Description	Device	MRC's tag
001306sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001244sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001214sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
93163955su	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001211sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001320sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001261sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001224sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001216sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001277sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001256sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001274sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001263sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
001300sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
006135sysd	TOSHIBA LAPTOPS SATELLITE M20	Computer	
	Epson Stylus Color 800 Fax	Fax	
	82 KEYBOARDS AND MICE	Keyboard/Mice	
	9 iMAC KEYBOARDS & MICE	Keyboard/Mice	
	4 KEYBOARD	Keyboard/Mice	
	32 MICE	Keyboard/Mice	
	19 ACER MONITORS 19" AL1916W	Monitor	
	10 ACER MONITORS 19" V199W	Monitor	
	2 ACER 15" WHITE AL1511	Monitor	
	3 DELL MONITOR 15"	Monitor	
	2 KDS MONITOR 15"	Monitor	
	30 ACER MONITORS	Monitor	
	3 ACER MONITORS 15"	Monitor	
007674SYSD	HP LASERJET 4250	Printer	
013877SYSD	HP COLOR LASER3500	Printer	
U61506E8J681855	BROTHER DCP 8060	Printer	
U61506E8J681451	BROTHER DCP 8060	Printer	
007264sysd	HP LASERJET 1300	Printer	
CNDC520236	HP LASERJET 1320	Printer	
MY32LF60Q9	HP PSC 2210v ALL IN ONE	Printer	
CNBJB24591	HP LASER JET 1320	Printer	
jkdy339367	EPSON STYLUS C88	Printer	
cnb9t12306	HP LASERJET P2035	Printer	
cnd1d24485	HP LASERJET P3005	Printer	
005660sysd	HP LASERJET 4250n	Printer	
001618sysd	HP LASERJET 5000	Printer	
CNBKD13535	HP LASER JET 1300	Printer	
005678SYSD	HP LASER JET 4250n	Printer	
001126SYSD	HP LASER JET 4050	Printer	
005389SYSD	HP COLOR LASER 4650	Printer	
005740sysd	HP LASERJET 4250n	Printer	

14E.12

SYSD TAG or Serial #	Description	Device	MRC's tag
U62270A1J631146	BROTHER DCP 8060	Printer	
U61506E8J681461	BROTHER DCP 8060	Printer	
CNBKF14497	HP LASER JET 1300	Printer	
OO6063SYSD	HP COLOR LASE 4R650	Printer	
006277sysd	HP LASER JET 4250n	Printer	
011241sysd	HP LASER JET P3005	Printer	
009549SYSD	HP LASER P4014n	Printer	
CNBJB44957	HP LASER JET 1300	Printer	
CNBJB44972	HP LASER JET 1300	Printer	
005857SYSD	HP LASER JET 4250n	Printer	
005813sysd	HP LASER JET P3005	Printer	
006112sysd	HP COLOR LASER 2840	Printer	
005962sysd	HP LASER JET 5200	Printer	
CNBKB13532	HP LASER JET 1300	Printer	
006064sysd	HP LASER JET 4250n	Printer	
CNBJB24586	HP LASERJET P2015D	Printer	
PHGDC75129	HP LASERJET M401	Printer	
011294SYSD	HP LASERJET 4700DN	Printer	SYSD-325
005414SYSD	HP LASERJET 4250	Printer	SYSD-276
006949SYSD	HP LASERJET 4250	Printer	SYSD-5
008306sysd	HP LASERJET 4250	Printer	SYSD-244
010587sysd	HP LASERJET 4250	Printer	SYSD-36
NO TAG OR SERIAL	HP LASERJET 4250	Printer	SYSD-79
005723sysd	HP P3005	Printer	SYSD-275
cnbkf00660	HP 1300 laserjet	Printer	
cnbkd13545	HP 1300 laserjet	Printer	
002587sysd	HP 4600	Printer	SYSD-285
013837sysd	HP LASERJET 4250	Printer	SYSD-243
vnb3p03067	HP 1022	Printer	SYSD-330
007052sysd	HP LASERJET 4250	Printer	SYSD-89
006457sysd	HP LASERJET 4250	Printer	SYSD-195
007540sysd	HP LASERJET 4250	Printer	SYSD-15
010710sysd	HP LASERJET 4250	Printer	SYSD-86
NO TAG OR SERIAL	HP LASERJET1300	Printer	
006064sysd	HP LASERJET 4250	Printer	SYSD-302
008525sysd	HP LASERJET 4600	Printer	SYSD-241
005962sysd	HP LASERJET 5200	Printer	
006112sysd	HP LASERJET 2840	Printer	SYSD-308
015377SYSD	HP P3005 PRINTER	Printer	
212a00568292	OKIPAGE PRINTER	Printer	
5312SYSD	Toshiba eStudio 162 Fax/Printer	Printer	
007834SYSD	HP Laser Jet 4650 Printer	Printer	
	HP Deskjet 612C Printer	Printer	
	HP Laserjet 300 MFP	Printer	
	HP Laserjet 300 Printer	Printer	

SYSD TAG or Serial #	Description	Device	MRC's tag
	HP Laser Jet 1300 Printer	Printer	
	HP Laser Jet 1320 Printer	Printer	
1341	HP Design Jet 300 Printer	Printer	
X 48267	OVERHEAD PROJECTOR EIKI	Projector	
18117523	OVERHEAD PROJECTOR 3M	Projector	
011342SYSD	Cisco Catalyst 3560G	Switch	
003107SYSD	Cisco Catalyst3500	Switch	
013804SYSD	Cisco Catalyst 3560G	Switch	
005337SYSD	Cisco Catalyst 3560G	Switch	
013924SYSD	Cisco Catalyst 3560G	Switch	
013732SYSD	Cisco Catalyst 3560G	Switch	
010761SYSD	Cisco Catalyst 3560G	Switch	
7603	Phillips/Magnavox 27G700-7585 Tube TV	TV	
	TRINITRON SUPERFINE PITCH Security Monitor	TV	
	TRINITRON SUPERFINE PITCH Security Monitor	TV	
	TRINITRON SUPERFINE PITCH Security Monitor	TV	
	T.V. PANASONIS CRT 27"	TV	
	ACER MONITOR 22"	TV	
5364	Sharp Tube TV MUA63AAM08X	TV	
5637	Sharp Tube TV XA-605A	TV	
CN1K23308075293001061	KODAK ESP ALL IN ONE	Various	
LR8791	OP SCAN U3	Various	
014042sysd	OP SCAN U4	Various	
	7 VCRs RCA DRC8335	Various	
001433sysd	RISO GRAPH GR1700	Various	
	5 Boxes of old cables, broken parts, broken keyboards, broken headphones and other various parts that are no longer usable	Various	
	22 LAPTOP TOSHIBA SATELLITE POWER SUPPLY	Various	
	11 Small boxes of keyboards/mice/cables/various old parts	Various	
	2 Typewriters	Various	
KT000411013845	PHILLIPS DVD VIDEO RECORDER	VCR	
J2IC35852	Panasonic VCR PV-V4522	VCR	
5630	Sharp VCR XA-505	VCR	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH UTAH STATE UNIVERSITY – DIETETIC INTERN

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Utah State University to support a Dietetic Intern Program under the supervision of the Nutrition Services Department.

RECOMMENDATION:

Approve the 2-year agreement with the Utah State University to support a Dietetic Intern Program placements effective September 13, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: me

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



INTERNSHIP AFFILIATION AGREEMENT

THIS INTERNSHIP AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of _____ ("Effective Date") between Utah State University ("University"), having an office at 1445 Old Main Hill, Logan, UT 84322 and San Ysidro Elementary School District ("Facility"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's dietetic interns.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Responsibilities of University.

1.1. Intern Preparation. The University will use reasonable efforts to prepare interns selected for participation in the internship.

1.2. Education Responsibility. The University will retain general responsibility for the education of its interns. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the internship. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the internship.

1.3. Confidentiality. The University will advise all interns assigned to the Facility regarding the confidentiality of Facility's student records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The University will also advise all interns that confidentiality duties are ongoing.

1.4. Compliance. The University will advise interns that they are required to comply with Facility dress codes, rules, regulations, and procedures.

1.5. Performance Evaluations. If requested by the Facility, the University will provide instruction via its online training materials and resources to the Facility's staff with respect to the performance evaluation of all the interns at the Facility.

1.6. Insurance. The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions. The University warrants that its insurance



provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional liability insurance for its interns with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. The University will provide the Facility with a certificate of such insurance.

2. Responsibilities of Facility.

2.1. Learning Environment. The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for participating interns. Therefore, the Facility will provide interns with access to appropriate resources for intern education including: a) access to students at the Facility in an appropriately supervised environment, in which the intern can complete the University's curriculum; b) intern security badges or other required security access to student care areas; c) access and required training for interns in the proper use of electronic records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to call rooms, if necessary.

2.2. Responsible for Students. The Facility will retain full responsibility for care of its students and will maintain administrative and professional supervision of interns insofar as their presence and internship assignments affect the operation of the Facility and its care, direct and indirect, of students. The responsibility of the Facility for student care should not diminish or preclude opportunities for interns to undertake student care duties under appropriate supervision.

2.3. Performance Evaluations. The Facility will assist the University in the evaluation of the learning and performance of participating interns by completing and returning in a timely fashion University-provided evaluation forms.

2.4. Orientation. The Facility will provide for the orientation of interns as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the participating interns.

2.5. Supervision. The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of interns participating in the internship.

2.6. Emergency Care. In the event an intern is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such interns to the nearest emergency facility. The intern will be responsible for any charges thus generated.

2.7. Student Records. Facility, its employees, agents and representatives shall maintain in confidence intern files and personal information and limit access to only those Facility employees or agents with a need to know. Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the



educational records of the intern(s) who participate in the internship to the extent that access to the records is required by Facility to carry out the internship.

2.8. Liability Insurance. If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.

2.9. Claims. The Facility will provide written notification to the University promptly if a claim arises involving an intern.

2.10. Incidents. The Facility will resolve any situation in favor of its students' welfare. When an incident or problem occurs involving an intern, the Facility may restrict or remove such intern from the situation or restrict such intern to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

3. Mutual Responsibilities.

3.1. Collaboration. The Parties will work together to maintain a high-quality educational environment where student care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

University-
Name: Lacie Peterson
Phone Number: (435) 797-4230
Email: dietetic.internship@usu.edu

Facility- San Ysidro Elementary School
District
Name: Linda Gonzales
Phone Number: 619-428-4476 x 3013
Email: linda.gonzales@syzschools.org

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change.

3.2. Background Checks, Immunizations, and Other Requirements. If applicable, the Facility shall notify the University of any required criminal background checks, immunizations, drug tests, or any other requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist interns in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the intern.

3.3. Intern Removal. The Facility may request the removal of any intern whom the Facility determines is not performing in accordance with its applicable administrative and student care policies, procedures, rules, and/or regulations. Such request must be in writing and must include a statement of the reason or reasons why Facility desires to have the intern removed. The intern must be afforded by the University an opportunity to respond in writing to the statements. However, Facility may immediately remove from the premises any intern who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the intern would no longer be appropriate. The University will notify the Facility if such action is required.



3.4. Expenses. Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.

3.5. Non-Discrimination. Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

3.6. Compliance with the Law. The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

4. Term and Termination. This Agreement will commence as of the Effective Date and will continue for two (2) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than thirty (30) days prior written notice to the other Party. Should notice of termination be given under this Section, interns scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled internship at Facility up to the date of termination.

5. Employment Disclaimer. Participation in the internship will not afford interns status as employees or agents of the Facility or University for any purpose. The Parties agree that interns will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any intern of the University. The Parties agree that in compliance with HIPAA, if an intern has access to protected health information of the Facility, then such intern shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

6. Liability. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement.

7. Miscellaneous

7.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of California, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of California, venue San Diego County.

7.2. Government Records and Management Act. Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that



certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

7.3. Governmental Immunity. Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

7.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-
Utah State University Dietetic Internship
920 W Levoy Dr
Taylorsville, UT 84123
(435) 797-4230
email: dietetic.internship@usu.edu

Facility-
San Ysidro School District
Human Resources
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476
email: linda.gonzales@sysdschools.org



7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

SAN YSIDRO SCHOOL DISTRICT
(FACILITY)

By: _____

By: _____

Print Name: Dwight E. Davis

Print Name: Marilyn Adrianzen

Title: AVP Business & Finance

Title: Chief Business Official

Date: _____

Date: _____

Board Approved: _____

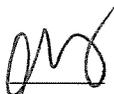
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12 2019

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

FROM: Special Education,
Oscar Madera, Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS

BACKGROUND INFORMATION:

All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. Independent Educational Evaluations (IEE) are provided at public expense through member district of the South County SELPA according to the policy, procedures and criteria which should all be read in conjunction with one another.

AcademiCognitive Connections has been selected by the parents of a student with special needs, to provide independent psycho-educational assessment per OAH Case No. 2019061011. Cost Implication: \$3,850.00 for independent psycho-educational assessment and IEP meeting attendance.

RECOMMENDATION:

Approve the agreement with AcademiCognitive Connections to provide an independent psycho-educational assessment for a student with special needs for school year 2019-2020 at a cost up to \$3,850.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Business Services Reviewed: 

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

Requisition #

Yes No Yes No

\$3,850.00
(Amount)

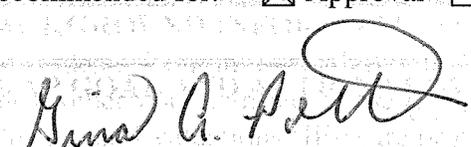
Special Education

(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

14E.14

Page 1 of 11

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of September, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

AcademiCognitive Connections
Company/Consultant

(760) 604-2114
Telephone Number

P.O. Box 211231, Chula Vista, CA 91921
Address

www.AcademiCognitiveConnections.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: September 13, 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 the net 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

CONSULTANT:	AcademiCognitive connections	
Name:	Nadia Braun	
Title:	Licensed Educational Psychologist	
Address:	PO Box 211231	
City/State/Zip Code:	Chula Vista, Ca 91921	
Telephone:	760-604-2114	
Email:	AcademiCognitiveConnections@gmail.com	

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

AcademiCognitive Connections
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Nadia Braun, Licensed Educational Psychologist
Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Phone Number: 760-604-2114

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

AcademiCognitive Connections will be providing an independent psycho-educational evaluation and attends IEP meeting to present the report at a cost up to \$ 3,850.00.

AcademiCognitive Connections will be providing an independent psycho-educational evaluation and attends IEP meeting to present the report at a cost up to \$ 3,850.00.

AcademiCognitive Connections will be providing an independent psycho-educational evaluation and attends IEP meeting to present the report at a cost up to \$ 3,850.00.

AcademiCognitive Connections will be providing an independent psycho-educational evaluation and attends IEP meeting to present the report at a cost up to \$ 3,850.00.

AcademiCognitive Connections will be providing an independent psycho-educational evaluation and attends IEP meeting to present the report at a cost up to \$ 3,850.00.

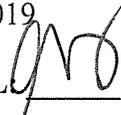
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIALS 
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR PARTICIPATION IN THE MIDDLE SCHOOL ATHLETIC LEAGUE DURING SCHOOL YEAR 2019-20

BACKGROUND INFORMATION:

The Sweetwater Union High School District (SUHSD) annually forms and operates the Middle School Athletic League (MSAL) for students in seventh and eighth grade to participate in interscholastic sports.

The District would like to enter into an agreement with SUHSD to provide sporting events for middle school students. Students will have the opportunity to compete against SUHSD middle school students during the Fall, Winter and Spring seasons. All students will need to complete a clearance packet, as well as have medical insurance.

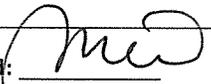
The District will employ current personnel (classified and/or certificated) to serve as coaches. This league is a worthwhile athletic program that provides an appropriate supervised system of competition for our middle school students. The cost implications include team entry fee ranging from \$500.00-\$750.00 per team and coaches will be compensated for their participation.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding with Sweetwater Union High School District for participation the Middle School Athletic League at an estimated cost of \$20,000.00 to be paid from the Supplemental and Concentration Fund.

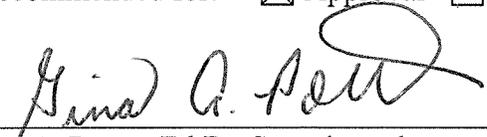
LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement – Action 2.9: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2019-2020 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
\$20,000.00 <small>(Amount)</small>	Supplemental & Concentration Fund <small>(Name of funding source and/or location)</small>	-- <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



Student Support Services

1130 Fifth Avenue, Chula Vista CA 91911
(619) 585-6015 • (619) 600-4904 FAX

MEMORANDUM OF UNDERSTANDING

Between

Sweetwater Union High School District

and

San Ysidro School District,

on behalf of San Ysidro Middle School and Vista Del Mar

**For Participation in Middle School Athletic League
2019-2020**

This is a Memorandum of Understanding between the Sweetwater Union High School District (“SUHSD”) and the **San Ysidro School District**, on behalf of the following School Sites **San Ysidro Middle School and Vista Del Mar**, a [501(c)(3) or California Corporation.

This Understanding indicates the desire of both parties to enter into a voluntary agreement to permit San Ysidro Middle School and Vista Del Mar School students and who are grade level appropriate (grades 7 and 8) to participate in the SUHSD interscholastic Middle School Sports League (MSSL).

It is the understanding of both parties that the MSSL will offer boys’ and girls’ sports in three seasons; that it is important for scheduling and competition purposes to commit to participation; and that failure to participate after committing may result in financial and scheduling consequences to other league members.

It is the further understanding of both parties that failure to comply with the responsibilities and requirements of this Understanding may result in the exclusion from participation in the MSSL immediately and in the future.

The San Ysidro Middle School and Vista Del Mar School commits to:

1. Recruit students sufficient to ensure the minimum number of participants are present to compete in each sporting event. The sports offered in the MSSL are:
 - Fall season: co-ed flag football, girls’ softball, baseball, cheer, and co-ed cross country
 - Winter season: girls’ and boys’ basketball and girls’ and boys’ soccer
 - Spring season: girls’ volleyball, field hockey, and boys volleyball
2. Coordinate and monitor their teams including but not limited to:
 - a. Ensure all coaches serving in the capacity of a coach for San Ysidro Middle School and Vista Del Mar have been cleared through the DOJ/Life Scan process and have current CPR/First Aid certification;
 - b. Certify to SUHSD for completeness student clearance packets for every member of their team, including waivers and insurance information, in advance of participation;
 - c. Permit students to participate only on the teams of the school where they are enrolled;
 - d. Provide direct supervision of team during practices and games.

14E.15

Page 2 of 4

- e. Monitor its school's athletic program for compliance with all rules, state and federal legal compliance issues, with particular attention paid to Title IX requirements for equality between male and female athletic program. The purpose of the MSSL is to provide a competitive athletic experience to teach core values of sportsmanship and citizenship.
3. Abide by all of the current rules, regulations, and decisions of the MSSL or as interpreted and applied by its coordinators;
4. Notify the District at least one month in advance whether each site will participate in the sports for the upcoming season.
5. Pay a proportionate share for the actual costs of the sports in which their schools participate to operate the Middle School Sports League within 10 days following invoicing by the Sweetwater Union High School District. For the 2018-2019 season, the estimated total is approximately \$5,500 for a site that participates in all 12 sports. The costs include, but are not limited to, costs of officials (ranges from \$500 to \$750 per team per season); expenses for oversight and coordination of the league, including weekend games; field set-up and maintenance; additional costs caused by cancellations, rain outs, and other unanticipated costs due to acts beyond the control of the MSSL.
6. Payment of any and all assessments shall be made promptly (within 10 days) upon receipt of invoice from SUHSD; failure to pay promptly may terminate San Ysidro Middle School and Vista Del Mar's participation in the MSSL immediately and/or impair the ability of San Ysidro Middle School and Vista Del Mar to participate in subsequent seasons and/or years;
7. Workers' Compensation:
San Ysidro School District agrees to procure and maintain in full force and effect Workers' Compensation Insurance in accordance with limits established by law covering its employees and agents while these persons are participating in the activities hereunder agreed to.
8. Insurance:
San Ysidro School District agrees to procure and maintain General Liability Insurance and Property Damage Insurance, comprehensive or commercial form with \$2,000,000 minimum limit for each occurrence and minimum limit of \$4,000,000 general aggregate commensurate with other non-profit organizations of similar type and size, to insure the District, its officers, agents, assigns, representatives and employees from all claims for personal injury, including accidental death, to any person as well as from all claims for property damage arising from operations under this agreement and for the term of this agreement. San Ysidro School District shall furnish the District with and shall maintain on file with the District during the term of the agreement valid and up-to-date, original certificates of insurance and endorsements effecting coverage as required by this agreement on forms satisfactory to the District.
9. Indemnification.
San Ysidro School District agrees to protect, save, defend and hold harmless the District, its Governing Board and each member thereof, its officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by San Ysidro School District, San Ysidro School District's agents, officers, employees, subcontractors, or independent consultants hired by San Ysidro School District under this Agreement. The only exception to **San Ysidro School District**'s responsibility to protect, save, defend and hold harmless the District, is where a claim, liability, expense or damage occurs due to the sole negligence, willful misconduct or

active negligence of the 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 San Ysidro School District.

The Sweetwater Union High School District commits to coordinate the MSAL as follows:

1. Scheduling games for San Ysidro School District's teams;
2. Provide access to District facilities to participate in the games for San Ysidro School District;
3. Provide officials for San Ysidro School District's games;
4. Prepare fields for all San Ysidro School District's games;
5. Provide timely invoice San Ysidro School District for all assessments.

San Ysidro School District

Sweetwater Union High School District

Authorized Signature

Date

Authorized Signature

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH COMSPORTS FOR PARTICIPATION IN THE MIDDLE SCHOOL ATHLETIC LEAGUE

BACKGROUND INFORMATION:

Community Sports organizes sports leagues for community members, schools and community-based organizations to participate in, whether in a seasonal or tournament format. They have organized leagues for middle school aged students to participate.

The San Ysidro School District will employ current personnel (classified and/or certificated) to serve as coaches. This league is a worthwhile athletic program that provides an appropriate supervised system of competition for our middle school students and other organized teams.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding with ComSports for participation in Pathways - Middle School Athletics at a cost of \$1,400 for fiscal year 2018-19 and up to \$3,000.00 for fiscal year 2019-20 to be paid from the Supplemental and Concentration Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement – Action 2.9: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2018-2020 Budget?

Requisition #

Yes No

Yes No

\$4,400.00

(Amount)

Supplemental & Concentration Fund

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this September 12 day of 2019, by and between the San Ysidro School District, hereinafter called the "District", and

ComSports – Community Sports
Company/Consultant

619-735-4844
Telephone Number

63 Via Veneto, San Diego, CA 91910
Address

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

2018-19 Term: From: January 1, 2019 To: June 30, 2019
2019-20 Term: From: September 12, 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.
- 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 \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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 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 and 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 the amount of 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

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT:	ComSports
Name:	Felipe Muro
Title:	Executive Director
Address:	63 Via Vento,
City/State/Zip Code:	San Diego, CA 91910
Telephone:	619-7358-4844
Email:	comsportssd@gmail.com

DISTRICT:	San Ysidro School District	
Name:	Manuela Colom	Omar Calleros
Title:	Executive Director	Coordinator
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext 3086
Email:	Manuela.colom@syzdschools.org	Omar.calleros@syzdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

ComSports
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Felipe Muro – Executive Director
Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: ComSports

Name/title of authorized representative (Print) Felipe Muro

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

ComSports has provided several organized sports activities for community members to participate in. In addition, they provide several sports leagues for schools to enroll teams.

1. The ComSports may offer their services for the following sports (*optional*):
 - flag football, cross country, basketball, soccer, volleyball, softball, baseball, cheer, and field hockey

2. The District will coordinate and monitor teams including but not limited to:
 - a. Ensure all coaches serving in the capacity of a coach for San Ysidro Middle School and Vista Del Mar have been cleared through the DOJ/Life Scan process and have current CPR/First Aid certification;
 - b. Certify for completeness student clearance packets for every member of their team, including waivers and insurance information, in advance of participation;
 - c. Permit students to participate only on the teams of the school where they are enrolled;
 - d. Provide direct supervision of team during practices and games.
 - e. Monitor its school’s athletic program for compliance with all rules, state and federal legal compliance issues, with particular attention paid to Title IX requirements for equality between male and female athletic program. The purpose of these services is to provide a competitive athletic experience to teach core values of sportsmanship and citizenship.

3. Fees: For the 2018-2019 season, the total cost is \$1,400.00. For the 2019-20 season, the fee will be determined, is subject to change and will not exceed \$3,000.00.

The fees include, but are not limited to:

- Costs of officials/referees, expenses for oversight and coordination of the league, including weekend games; field set-up and maintenance; additional costs caused by cancellations, rain outs, and other unanticipated costs due to acts beyond the control of the District.
- Schedule games for San Ysidro School District’s teams;
- Provide officials/referees for San Ysidro School District’s games;
- Provide/Coordinate access to facilities to participate in the games for San Ysidro School District;
- Prepare fields/facilities for all San Ysidro School District’s games;
- Provide sports equipment

Approved by authorized representative:

ComSports

San Ysidro School District

Date: _____

Date: _____

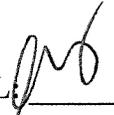
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH BORDER VIEW FAMILY YMCA FOR ONLINE COLLEGE READINESS

BACKGROUND INFORMATION:

The Border View Family YMCA will collaborate with San Ysidro School District to provide online college readiness services in English, Math, ACT and SAT prep for the 2019-2020 school year. Pre and post assessments will be administered in English, Math and ACT/SAT for practice scores that will measure effort/dosage and change scores. Pre/post assessments to measure socioemotional health indicators such as personal will also be administered. Tests will be administered through the Winward Academy. A maximum of 35 students will be able to participate.

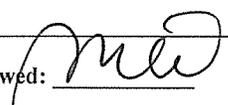
RECOMMENDATION:

Approve the Memorandum of Understanding with Border View YMCA to provide college readiness preparation at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement – Action 2.9: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 26th day of August 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Border View Family YMCA
Company/Consultant

619-428-9622
Telephone Number

3601 Arey Drive, San Diego CA 92154
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

Term: From: August 26th, 2019 To: 5/29/2020

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

14E-17
District waives

SAN YSIDRO SCHOOL DISTRICT

4350 Olay 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 **14E.17** 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 direct 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

CONSULTANT:	Border View Family YMCA
Name:	Gabriela Millan
Title:	Executive Director
Address:	3601 Arey Dr.
City/State/Zip Code:	San Diego/CA/92154
Telephone:	619-428-9622
Email:	gmillan@ymca.org

DISTRICT:	San Ysidro School District	
Name:	Omar Calleros	
Title:	Coordinator	
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext
Email:	@sysdschools.org	@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Border View Family YMCA

San Ysidro School District

Firm Name

Firm Name



Signature

Signature of Authorized Agent

Gabriela Millan, Executive Director

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Print Name, Title

8/8/19

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 667.51 or a serious felony listed in Penal Code section 1192.71 Fingerprinting and Criminal Background Investigation Requirements

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

SM (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.

SM (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 667.51 or a serious felony listed in Penal Code section 1192.71.

SM (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 667.51 or a serious felony listed in Penal Code section 1192.71.

SM (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.

SM (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.

SM (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 667.51 or a serious felony listed in Penal Code section 1192.71.
- 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: Border View Family YMCA

Name/title of authorized representative (Print) Gabriela Millan

Signature [Signature] Date 8/2/19

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

The Border View Family YMCA (YMCA) will collaborate with San Ysidro Middle School to provide online college readiness services in English, Math, ACT and SAT prep for the 2019-2020 school year. Pre and post assessments will be administered in English, Math, and ACT/SAT practice scores that will measure effort/dosage and change in scores. Pre and post assessments to measure socioemotional health indicators such as personal will also be administered. To protect students' identity and privacy, students will be identified through a unique, anonymous login ID that they will use for all surveys, tests, and practice sessions. All data reports and surveys will be available to the District to comply with Section 5.4 of this MOU.

YMCA shall provide San Ysidro Middle School Pathway students (max of 35) access to Winward Academy, an award winning online learning program that provides support to students, helping them develop good study habits and build confidence. The YMCA staff and San Ysidro Middle School faculty will meet regularly, at least twice per year, to maintain the integrity and evaluate the effectiveness of the services.

YMCA will collaborate with San Ysidro Middle School to hold an information session at the school for students and staff. This includes training and ongoing support to the program. San Ysidro Middle School will be responsible for implementation of the program and will maintain custodial care of students during all aspects of the program. San Ysidro will provide all required materials, such as computers and other materials needed for students' success.

San Ysidro Middle will assign faculty that will meet regularly, at least twice per year, with appropriate YMCA staff to ensure that Winward Academy is being utilized and aligned with the Program's expectations.

San Ysidro Middle School personnel will be responsible for all communication with parents. YMCA personnel will not be expected to communicate with parents.

San Ysidro Middle School will support the execution of pre and post assessment that will be provided to each student for program evaluation purpose.

The YMCA is responsible for the Winward Academy usage fees.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL 
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY OFFICE EDUCATION FOR THE PARTICIPATION IN THE CORE DATA COLLABORATIVE

BACKGROUND INFORMATION:

The CORE Data Collaborative provides educators a clearer picture of school progress and currently hosts data that encompasses more than 2 million students and six county office of education in California. CORE has partnered with Stanford University, the Stuart Foundation, the Bechtel Foundation, the Hewlett Foundation and the Gates Foundation. The CORE system includes all of our State measures to analyze growth, social emotional learning, climate surveys and high school readiness measures. The model looks at student change and growth over time and allows districts to dialogue across the state with other districts demonstrating promising practices.

This Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) is needed to share our student data such as state and local dashboard data for a deeper analysis and to empower our schools to focus on School Quality Improvement systems. This CORE Data Collaborative will provide us these statistically significant predictors to set targets for schools in their School Plans for Student Achievement (SPSA).

RECOMMENDATION:

Approve the 2-year Memorandum of Understanding with San Diego County Office of Education to participate in the CORE Data Collaborative from September 13, 2019 to June 30, 2022.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
6401 Linda Vista Road
San Diego, California 92111**

MEMORANDUM OF UNDERSTANDING FOR DATA SHARING SERVICES

This Memorandum of Understanding (“MOU”) is entered into this **25th day of September through June 30th, 2022** by and between the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (“SDCOE”)** and the **San Ysidro School District (“LEA,”** together with SDCOE, the “Parties”).

WHEREAS, SDCOE and LEA enter into this MOU to facilitate the mutual sharing of data and establish responsibilities between the Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; “FERPA”); California Education Code § 49073.1; the Student Online Personal Information Protection Act (California Business and Professions Code § 22584; “SOPIPA”); California Civil Code § 1798.29; and California Government Code § 6250 et seq.; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SDCOE and LEA with respect to data collected or retained by LEA or by SDCOE pursuant to this MOU.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Role of SDCOE

1.1 SDCOE shall provide services designed to assist LEA with certain requirements and mandates for managing or reporting on data collected by LEA, potentially including the integration of data between disparate systems, and staff and pupil records, which include any information that is directly related to a student that is maintained by LEA or acquired directly through the use of instructional software or applications assigned to a student by a teacher or other LEA employee (collectively, “Data”). Services rendered under this MOU shall be referred to as “Core Services” and be identified in Exhibit A hereto.

The LEA may request in writing to opt into participation in one or more core services outlined in Exhibit A. SDCOE reserves the right to accept or deny such request for services. Once this decision is made, SDCOE shall provide a written response to the LEA either accepting or denying the request within 10 working days of receipt of the request to add services.

2. Responsibilities of SDCOE

SDCOE will provide any services it delivers in a timely and professional manner.

2.1 SDCOE will ensure any systems it develops with such Data to serve the needs of LEA or public agencies will have appropriate levels of security, as further detailed in Section 11 (Data Security) of this MOU.

2.2 SDCOE shall help ensure Data available can only be viewed or accessed by agencies legally allowed to do so, and as agreed upon by LEA and SDCOE.

2.3 Should it be deemed necessary, SDCOE will specify and assist in allowing network access to resources, in a controlled and secure manner.

3. LEA Rights and Responsibilities

LEA shall provide system linkages or necessary Data extracts or permission access from LEA's student information or other systems on an agreed upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement.

3.1 Data extracts will be provided through secure electronic transmission by LEA to SDCOE.

3.2 LEA will be responsible for providing the data needed to integrate LEA's Data into SDCOE's data repositories as needed to perform the required tasks.

3.3 Data provided by LEA shall include Data relevant to the purpose of this MOU or specific system requirements.

3.4 LEA shall be responsible for determining which of their staff has access to system, communicating to SDCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining LEA's main and sub-accounts, and communicating the names of individuals for whom access should be removed due to change of position or separation from the LEA.

3.5 LEA shall designate those individuals who can: (a) transmit Data to SDCOE; (b) request release of Data to LEA or third parties; or (c) request extracts or analysis of LEA's Data.

4. Third-Party Agencies

Third parties may include but are not limited to public agencies the Parties desire to collaborate with, public agencies the Parties are required to share Data with, and/or any third-party vendor of either Party. Permission for SDCOE to share Data with a third party must be first granted by LEA in writing.

5. Amendments to MOU

The MOU shall be supplemented by amendments or other attachments that will reflect specific undertakings by SDCOE and LEA.

6. Applicable Law

6.1 Data sharing under this MOU will from time to time include SDCOE collecting and maintaining educational, personnel, medical and financial records that contain personally identifiable information (PII) on students or staff of LEA. SDCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SDCOE and LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code § 49073 et seq., FERPA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), SOPIPA, and other state and federal/European Union laws and regulations regarding educational, personnel, medical and financial records.

6.2 The Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SDCOE and LEA additionally agree that aggregated (non-individually identifiable) and non-aggregated PII Data may be reported upon or shared as allowable by law.

6.3 SDCOE and LEA shall ensure joint coordination and cooperation with one another to ensure compliance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended. The foregoing notwithstanding, SDCOE and LEA agree that LEA shall be responsible for providing notices to parents required under FERPA, obtaining necessary parental consent required under FERPA, and for providing parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of Data shared with SDCOE pursuant to this MOU.

7. Ownership of Data

SDCOE and LEA agree that LEA will continue to maintain ownership of and control over its source Data. SDCOE agrees that it will not alter LEA's source Data without explicit authorization from LEA, and is not responsible for any errors therein. SDCOE shall not be responsible for the type or quality of the Data provided by LEA, and SDCOE makes no warranty as to the Data itself. LEA understands that though SDCOE may notify it of issues it discovers with the source Data, LEA is responsible for any corrections required to its own Data or will authorize SDCOE to make any limited explicit changes. LEA acknowledges that accurate reports rely upon accurate source Data being maintained by LEA. Each party owns or controls its data systems and the work product generated by such systems.

8. Prohibited Use of Data

Except as otherwise permitted by the terms of this MOU, SDCOE shall not use the Data supplied to it in an unauthorized manner. Specifically, SDCOE shall not sell or release Data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this MOU.

9. Student and Parent Access to Data

SDCOE shall work with LEA to provide a means by which employees, when authorized by LEA, can search and access student Data through reasonable procedures for LEA to respond to a parent, legal guardian, or eligible student who seeks to review PII in the pupil's records and to correct erroneous information. The foregoing notwithstanding, SDCOE shall cooperate with LEA to help ensure this record correction will be consistent with LEA's policies regarding record correction.

10. Third-Party Vendors

SDCOE will have contracts with third parties to help SDCOE maintain the SDCOE data system ("SDCOE Contractors"). SDCOE may not distribute student or staff Data to any SDCOE Contractors without LEA's written consent or as permitted by this MOU, unless required by law. SDCOE shall ensure that approved subcontractors adhere to this MOU. SDCOE will help ensure that any subcontractor or sub-processor that it engages, to process, store, or access Data, has adequate technical security and organizational measures in place to keep Data secure and comply with this MOU. SDCOE will require any third-party vendors and subcontractors to comply with any applicable state and federal laws and regulations regarding educational records and data privacy, including but not limited to: Education Code §§ 49073.1, 49076, and 49076.5; FERPA; HIPAA; and SOPIPA.

11. Data Security

Both Parties agree to maintain appropriate security protocols in the transfer or transmission of Data, including ensuring Data may only be viewed or accessed by Parties legally allowed to do so. SDCOE shall maintain Data obtained or generated pursuant to this MOU in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to this MOU, except as requested by LEA. SDCOE shall provide security training to those of its employees who operate or have access to the system. SDCOE may also provide an initial security training to LEA. SDCOE shall provide LEA with contact information for the person at SDCOE who

LEA may contact if LEA has security concerns or questions. Where applicable, SDCOE will require unique account identifiers, user names, and passwords that must be entered each time a client or user signs in. A description of SDCOE's data security practices and procedures is attached to this MOU as Exhibit B.

12. Data Breach Notification

SDCOE shall maintain Information Security & Privacy Insurance with Electronic Media Liability policy with coverage limits of no less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate for the duration of this MOU. Such policy shall cover damages resulting from the unauthorized access to, or theft of, data obtained by SDCOE in connection to this MOU, as well as the unauthorized disclosure or use of (PII) that SDCOE may acquire from LEA ("Data Breach"). It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of LEA Data, and defense costs, fines, and penalties related to a Data Breach. Parties agree that the insurance requirements referred to herein shall apply to any third-party vendors hired by SDCOE that may obtain or maintain LEA Data, as well as the outside agencies referred to in Section 0 of this MOU. LEA reserves the right to request proof of insurance from SDCOE, third-party vendors, and outside agencies to confirm compliance with these insurance requirements. Upon becoming aware of any unlawful or unauthorized access to student or staff Data stored on equipment used by SDCOE or in facilities used by SDCOE, SDCOE will take the following measures:

12. Promptly file a claim with SDCOE's Information Security & Privacy Insurance with Electronic Media Liability policy provider.

12.2 Promptly notify LEA of the suspected or actual incident, including the type of Data subject to unauthorized access.

12.3 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

12.4 Assist LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

13. Outside Agencies

13.1 SDCOE may be required by subpoena or other lawfully issued order to divulge Data to law enforcement or another agency. When permitted by the requesting agency, SDCOE shall provide LEA with notice of the request and types of information requested. Both SDCOE and LEA have periodic needs to share Data, as legally allowed, with public agencies needing access to such Data to provide services to students. SDCOE and LEA understand that sharing Data for use in such systems streamlines the process of providing services to students. SDCOE agrees that no Data will be made accessible to any such agency for any purpose other than those limited to the Data required and only under conditions allowed by law. Education Code §§ 49076 and 49076.5, as amended, and 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, as amended, provide specific conditions under which Data may be accessed by or shared with public agencies.

13.2 SDCOE may have periodic needs to share Data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with LEA and SDCOE or to perform relevant research studies. SDCOE shall notify LEA in writing of any Data sharing pursuant to this Section, as follows:

1. Describe the identity of the researchers/organizations to whom the Data will be transmitted

2. Provide contracts when requested, which shall include provisions binding the researcher/organization to the terms of this MOU
3. Describe the types of Data to be transmitted
4. Describe the manner in which the Data shall be de-identified or aggregated.

14. Independent Contractors

Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

15. Indemnification and Liability

Each Party agrees to indemnify the other against any and all liability, actions, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or in any way resulting from the indemnifying Party's own negligent or intentional acts, errors, or omissions in connection to the performance of the responsibilities of each Party, per this MOU. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this MOU. The Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this MOU or pursuant to law, excluding such release in connection to the negligence of either Party, or that of its officers, agents, or employees. If liability, damages, or any other claim relating to Data shared pursuant to this MOU is a result of a third party's act or omission, then the indemnification and defense that the third party contractually owes to SDCOE and/or LEA shall also be extended to the other Party to this MOU, to the maximum extent possible.

16. Severability

If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this MOU, and the remaining provisions shall remain in effect and enforceable.

17. Term

This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this MOU is part of an effort to standardize data sharing and management between SDCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate effective June 30, 2022.

18. Termination

Either Party may terminate this MOU upon ninety (90) days' written notice. Upon termination or expiration of this MOU, SDCOE shall work with LEA for the orderly cessation of extracts of student Data. Upon termination or expiration of this MOU, SDCOE shall return or delete personally identifiable student Data unless otherwise provided by law or mutual agreement of the Parties. SDCOE and LEA understand that SDCOE may have an ongoing need to reference the raw Data it acquired during the term of this MOU. In the event that such need arises, SDCOE shall, to the extent possible and subject to the mutual agreement of the LEA, only retain anonymized, aggregated Data that it obtained from LEA during the term of this MOU. However, SDCOE certifies

that such anonymized, aggregated Data shall be purged when the Data has exceeded its useful life and shall not be kept for more than seven (7) years unless otherwise legally required.

19. Dispute Resolution

In the event of a dispute between any Party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision- makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within ninety (90) days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the San Diego County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of San Diego, State of California.

SAN DIEGO COUNTY OFFICE OF EDUCATION

SAN YSIDRO SCHOOL DISTRICT

By: _____

By: _____

Name: Mr. Michael Simonson

Name: _____

Title: Chief Business Officer, Deputy Superintendent
San Diego County Office of Education

Title: _____

Dated: _____

Dated: _____

By: _____

Name: Dr. Terry Loftus

Title: Chief Technology Officer
Assistant Superintendent Integrated
Technology Services

Dated: _____

EXHIBIT A

SDCOE Core Services

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
<p>National Student Clearinghouse</p> <p>The LEA and SDCOE agree to collaborate in order to maximize student preparation for college and career during the K-12 experience. In order to accurately track the progress of San Diego county high school graduates' success in post-secondary education and to be able to adjust programs and services to maximize student success in such institutes, we have established a MOU regarding the use of StudentTracker, a tool developed by the National Student Clearinghouse.</p>	<p>Student Tracker</p> <p>The LEA upon participation submits accurate, updated data for each high school (periodically and as appropriate) to StudentTracker guidelines for submission to the National Student Clearinghouse.</p>	<p>LLS/AAE</p>	<p>YES</p>	<p>NO</p>	<p>NO</p>
<p>CORE Districts/ Education Analytics</p> <p>The CORE Districts and their analytic partner Education Analytics serves together to maximize the use of data to populate dashboards associated with the CORE Data Collaborative. At the request of SDCOE and under the Joinder agreement with CORE, Education Analytics may supply additional analytical support and data extracts to LEAs in support of their</p>	<p>Data Collaborative/Dashboard / Predictive Analytics</p>	<p>LLS/AAE ITS/ITS</p>	<p>YES</p>	<p>NO</p>	<p>NO</p>

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
<p>analysis of student data trends and/or LEA participation in predictive analytics projects. Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI and Tableau.</p>					
<p>SDCOE LLS/MEGA</p> <p>SDCOE shall provide the MEGA dashboard to support the LEA in understanding and monitoring the progress of language learners. The MEGA Dashboard is a tool that utilizes business intelligence software, establishing a dynamic, multi-faceted assessment system to monitor the progress of language learners. This tool provides visualizations of both academic and linguistic data and assists districts.</p> <p>Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI and Tableau.</p>	<p>MEGA EL Dashboard</p> <ul style="list-style-type: none"> · Provide data monitoring for students including English learners. · Monitor progress towards reclassification at the student level · Monitor the progress of reclassified students per CDE requirements · Provide LCAP metrics 	<p>ITS/ITS</p>	<p>YES</p>	<p>NO</p>	<p>NO</p>
<p>Ed-Fi/Digital Promise In coordination with third party services providers or grantors</p>	<p>SDCOE Data Interoperability</p>	<p>LLS/ITS/ Innovation</p>	<p>YES</p>	<p>NO</p>	<p>NO</p>

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
<p>including the Ed-Fi Alliance and/or Digital Promise SDCOE shall provide the LEA metrics output from combined data sets, utilizing the Ed-Fi data structure to combine student information system data with one or more additional sources of data. The LEA shall provide any additional sources of data through either data submissions through secure transfer or via APIs to subscription software as services the LEA has contracted with.</p> <p>Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI and Tableau.</p>					

EXHIBIT B

SDCOE Data Security Practices and Procedures

Introduction: SDCOE has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Operational Support Services, Personnel Services, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of January 1, 2019, the Program has identified the following areas to be part of the continual improvement of the SDCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration
 - a. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances
 - b. Continual improvement of Anti-virus/Malware software configuration, operation and security
 - c. Provide Anti-virus/Malware training and awareness
 - d. Practice in depth Anti-virus/Malware defense for server and end user computers

2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a **DRP**. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. SDCOE addresses these plans by:

 - a. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
 - b. Secure Executive Oversight and Support for the COOP
 - c. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.

3. Firewall Administration and Configuration
 - a. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
 - b. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
 - c. Implement least privilege access
 - d. Documentation, content and sufficiency of firewall policies and procedures
 - e. Logical placement of firewalls
 - f. Restricted access to management interfaces
 - g. Continual evaluation of applied rule sets
 - h. Backup, recovery, and storage of configuration files
 - i. Firewall event log review and sufficient storage for retention policy

4. Network Systems and Database Vulnerability Scanning

Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.

5. Network Monitoring & Intrusion Detection
 - a. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
 1. Attempted unauthorized logical and physical access;
 2. Access trends and deviations from those trends;
 3. Access to sensitive data and resources;
 4. Highly-sensitive privileged access, such as the ability to override security controls;
 5. Access modifications made by security personnel; and
 6. Unsuccessful attempts to logon to a system.
 - b. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures
6. Patch Management
 - a. Regularly review and update systems, configuration, and applications for required systems
 - b. Sufficient testing of systems before and after patching
 - c. Maintain documentation of patch history of required systems
7. Physical Security

To prevent unauthorized personnel from gaining direct access to SDCOE facilities that house sensitive information, the following areas are under regular review and improvement process:

 - a. Documentation, content and sufficiency of physical security policies and procedures
 - b. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
 - c. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
 - d. Lock and Key control
 - e. Access control including identification systems in use and access points
 - f. Intrusion alarms
 - g. Fire detection, suppression and prevention
 - h. CCTV/digital imaging technologies
 - i. Power system and utility control points
 - j. Documentation, retired network storage, and refuse disposal
 - k. Mail Handling
 - l. Hard copy record storage
 - m. Network Operations Center
8. Server (Data Center Systems) Administration and Configuration

Continual improvement of the following areas:

 - a. Documentation of server implementations, policies, and procedures
 - b. Hardware, operating system, and application security
 - c. User account policy and rights assignments
 - d. Auditing policies, system changes, user rights, and access to sensitive data
 - e. Event and security log retention and regular review
 - f. Critical file and folder permissions
 - g. Remote access and security
9. Network Switch and Router Administration and Configuration

Continual improvement of the following areas:

 - a. Develop clear documentation, content and sufficiency of policies and procedures
 - b. Streamline installation, operation and security
 - c. Regular review of configuration

10. Workstation Administration and Configuration
Continual improvement of the following:
 - a. Documentation of workstation policies and procedures
 - b. Hardware security
 - c. Operating System installation, configuration and maintenance (patching)
 - d. User account policies and rights assignments
 - e. Event and security log settings and retention
 - f. Critical file and folder permissions
 - g. Remote access and security

11. Mobile Devices
Regularly examine SDCOE's policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both SDCOE owned devices and personal devices brought onto SDCOE's network.

12. Application Security Assessment and Mitigation
The primary objective is to assess how effectively and efficiently SDCOE ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in SDCOE's IT systems to accomplish and/or conceal an unauthorized diversion of SDCOE's assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:
 - a. Database administration practices.
 - b. Production control practices.

13. Users Awareness Training
Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.

EXHIBIT C – Data Use Agreement

**AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN
SCHOOL DISTRICT AND
CORE DISTRICTS**

This Data Use and Confidentiality Agreement (“Data Use Agreement”) between School District (as identified and signed in the joinder, Attachment E), and CORE Districts (referred to as CORE) with subcontractors Education Analytics (hereinafter referred to as EA), VersiFit Technologies LLC (hereinafter referred to as VFT), and Panorama Education (hereinafter referred to as PE), as well as with the CORE Research Partner at Policy Analysis for California Education (hereinafter referred to as PACE). Together, EA, VFT and PE are referred to as the “CORE Measurement Sub-Contractors” below. PACE is referred to as the “CORE Research Partner.” This Data Use Agreement describes the means to be used by the CORE Measurement Sub-Contractors and CORE Research Partner to ensure the confidentiality and security and terms of use for information and data exchanged between School District, the CORE Measurement Sub-Contractors, and the CORE Research Partner for the purposes stated below. Within the scope of this agreement, confidential data may be exchanged between and amongst School District, the CORE Measurement Sub-Contractors, and the CORE Research Partner.

I. GENERAL TERMS

A. PURPOSE

The CORE Measurement Sub-Contractors have entered into service and measurement/analytical support partnerships with the CORE Districts (hereinafter, CORE). PACE¹ has a continued research support partnership with the CORE Districts. CORE is a non-profit organization comprised of member California school districts. The purpose of this Agreement is to assist School District, a member of the CORE Data Collaborative, to participate in measurement, analytics, reporting and research based upon CORE’s school quality improvement indicator system. The CORE Measurement Sub-Contractors will collect and utilize longitudinal administrative data specific to the School Quality Improvement Index indicators and including related indicators in order to provide reporting to School District leaders and practitioners. Further, the CORE Research Partner will collect and archive longitudinal administrative data from the CORE data system to conduct policy analyses for School District leaders, School District practitioners and the public in order to support the continuous improvement in K-12 education. Public policy and other research questions to be addressed using the CORE Data Archive managed by our CORE

¹ Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California’s education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from leading universities and research institutes in California and beyond and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

Research Partner will be developed in collaboration with participating CORE Data Collaborative districts and representatives of CORE.

B. NATURE OF DATA

To further the achievement of the above stated purposes, School District will provide the CORE Measurement Sub-Contractors, and, in some cases, the CORE Research Partner with data extracts from the School District data systems to include data elements, identified in Attachment C, necessary to produce and report the measures involved in CORE's school quality improvement data system, and to engage in meaningful analytics and research.

School District may also provide the CORE Measurement Sub-Contractors and/or CORE Research Partner with any additional items required to answer research questions defined by School District alone or with other CORE participants.

School District warrants that it has the authority to provide such data to the CORE Measurement Sub-Contractors and to the CORE Research Partner under the terms of this Agreement, and that School District will not be in breach of any law or representations to any person by providing such information to CORE Measurement Sub-Contractors and/or the CORE Research Partner.

These data extracts will include historical information wherever possible. Additional data elements may be provided at the discretion of School District.

The CORE Measurement Sub-Contractors and/or CORE Research Partner may collect data that contain confidential information, the disclosure of which is restricted by a provision of law. Some examples of "confidential information" include, but are not limited to, "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act and "personal information" about students as defined by the Code of Federal Regulations CFR Title 34 Volume 1 Part 99.3.

C. TRANSFER OF DATA

School District and the CORE Measurement Sub-Contractors and CORE Research Partner shall use a secure electronic means and schedule for transferring confidential information. School District will create data extracts according to specifications provided by CORE. Extracts will be updated using a mutually agreed upon schedule (generally through annual submission the summer). Generally, data will be transferred by School District or their Partnering Education Agency to CORE's Measurement Sub-Contractors. For research and policy analysis purposes, such data or analyzed versions of such data may be transferred between and amongst CORE Sub-Contractors and CORE Research Partner as named in this Data Use Agreement; this agreement also covers the transfer of data from School District directly to the CORE Research Partner.

D. PERIOD OF AGREEMENT

This Agreement shall be effective from the signing of this agreement through June 30, 2020, unless terminated earlier by either party pursuant to Section F.

E. CORE DISTRICTS RESPONSIBILITIES

CORE agrees to the following confidentiality statements:

1. CORE acknowledges that these data are confidential data and proprietary to School District, and

agree to protect such information from unauthorized disclosures and comply with all applicable confidentiality laws which may include but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this agreement. The CORE Measurement Sub-Contractors and the CORE Research Partner are responsible for complying with all applicable District, Local, State and Federal confidentiality laws and regulations.

2. The CORE Measurement Sub-Contractors and CORE Research Partner will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
3. The CORE Measurement Sub-Contractors and CORE Research Partner shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information (b) provide all staff with access to confidential information statements of organizational policies and procedures for the protection of human subjects and data confidentiality and (c) notify staff of the sanctions against unauthorized disclosure or use of confidential and private information. Other than as provided herein, no confidential data will be released by the CORE Measurement Sub-Contractors and CORE Research Partner.
4. The CORE Measurement Sub-Contractors and CORE Research Partner shall not assign this Agreement or any portion thereof to a third party without the prior written consent of School District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement. For clarification purposes, members of the PACE network who have signed a separate affiliated researcher agreement with PACE are not considered a third party.
5. The CORE Measurement Sub-Contractors and CORE Research Partner will use any information which could potentially allow the identification of any individual only for the purpose of creating the data sets using aggregate data and analyzing the data. The CORE Measurement Sub-Contractors and CORE Research Partner will not use or further disclose the information accessed or received other than as permitted by this Data Use Agreement or as otherwise required by law.
6. The CORE Measurement Sub-Contractors and CORE Research Partner will publically report only aggregate data and will not publically report any individual data, nor will data be reported in a manner that permits indirect identification of any individual. At the direction of School District, the CORE Measurement Sub-Contractors and CORE Research Partner may provide School District leaders and practitioners secure, private access to School District student level data in alignment with School District's permission and security policies and procedures. This paragraph will survive the termination of this Agreement.
7. The CORE Measurement Sub-Contractors and CORE Research Partner will not contact the individuals included in the data sets without written consent from School District.
8. The CORE Measurement Sub-Contractors and CORE Research Partner agree to obtain written approval from School District prior to engaging any additional subcontractors or research partners to perform any services requiring access to any individually identifiable information. Notwithstanding the forgoing, the parties agree that CORE Research Partner may engage additional

members of the PACE network who have signed a separate affiliated researcher agreement with PACE to perform research services. PACE affiliated researchers will only utilize student data that is stripped of official state and district identifiers, and researchers will access data housed on a Stanford secure folder with restricted access.

9. The CORE Measurement Sub-Contractors and CORE Research Partner shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by School District.
10. The CORE Measurement Sub-Contractors and CORE Research Partner shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
11. The CORE Measurement Sub-Contractors and CORE Research Partner shall keep all information furnished by School District in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored unencrypted on laptop computers or other portable computing devices or media, e.g., flash drives, etc.
12. The CORE Measurement Sub-Contractors and CORE Research Partner shall permit examination and on-site inspections by School District upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

F. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
 - a. By CORE or School District immediately in the event of a material breach of this Agreement by the other party.
 - b. By CORE or School District upon 30 days notice to the other party.
 - c. By CORE Research Partner or Measurement Subcontractors upon 30 days notices to CORE Districts.
2. Upon ninety (90) days written notice from School District, the CORE Measurement Sub-Contractors and CORE Research Partner shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis and exists only on a temporary back-up server that is encrypted. The CORE Measurement Sub-Contractors and CORE Research Partner shall also securely destroy all physical media (e.g., data on CDs or USB drives) containing confidential and/or sensitive information utilizing a mutually approved method of confidential destruction, which may include shredding, burning, or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. In the absence of such notice, the CORE Measurement Sub-Contractors and CORE Research Partner may continue to use such data for research, education or related purposes; or to meet CORE public reporting requirements.

G. PARTY LIABILITY; LIMITATION OF DAMAGES

1. The parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage arising from the negligent acts or omission of their own officers, employees, students or agents in the performance of their duties under this Agreement.
2. EXCEPT FOR CLAIMS BASED ON WILLFUL MISCONDUCT, NEITHER PARTY, THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES SHALL BE LIABLE FOR PUNITIVE OR EXEMPLARY DAMAGES OF THE OTHER PARTY.

H. DISPUTES

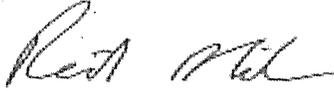
In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.

I. GENERAL UNDERSTANDING

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to be one and the same document. The parties may sign and deliver this Agreement by facsimile or using other electronic means (including digital signatures). Copies of this Agreement shall be treated as originals.
2. This Agreement constitutes the full and complete agreement between the parties, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
3. This Agreement shall be governed by and construed under the laws of the State of California. Venue for any proceeding relating to enforcement of this Agreement shall be in the California state courts located in Sacramento County, California.
4. Any waiver by a party of a violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

I. Signatures

Signed:
CORE DISTRICTS



Rick Miller, Executive Director

May 17, 2016

Date

PANORAMA EDUCATION

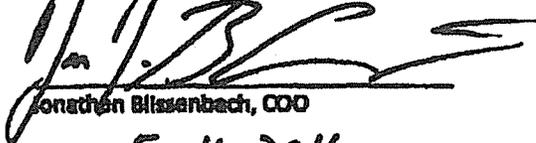


Aaron Feuer, CEO

05 / 16 / 2016

Date

VERSANT TECHNOLOGIES



Jonathan Blissenbach, COO

5-16-2016

Date

PACE

Board of Trustees of the Leland Stanford
Junior University



Nicole Pobuta | Contract & Grant Officer
May 13, 2016

May 13, 2016

Date

EDUCATION ANALYTICS



Andrew Rice, VP Research & Operations

5/13/16

Date

**ATTACHMENT C:
SPECIFIC DATA ELEMENTS REPORTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE**

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)		
Standardized Tests [student level data]	Variables to include (Subject or Adjustment)	Additional Notes
SBAC Summatives all grades (3-11) & Subjects (ELA & Math)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Key Indicator
SBAC and/or other interim/benchmark assessments	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Additional Indicator
CELDT information	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Key/additional indicator
Other standardized test results (e.g., AP, IB, SAT, ACT)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Additional Indicator
Student Characteristics [student level data]		
Student demographics	Student district ID, Student state ID, gender, grade level, race/ethnicity, free/reduced lunch status, mother education attainment, father education attainment, first U.S. school entry date	Key Indicator
District entry date	Student ID, district entry date	Key Indicator
Special Education flag	Student ID, special education flag (Yes or no)	Key Indicator
English Language Information	Student ID, EL status (EL or RFEF), date identified as EL, date reclassified as RFEF	Key Indicator
Foster care flag	Student ID, foster care flag (yes or no)	Key Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)	
Data Element(s): Applies to all students (K-12) unless noted otherwise.	Variables to Include (Substitute Adjustment)
Enrollment, Attendance and Discipline (student level data, for each school of attendance.)	
Days enrolled	Student ID, CDS code (14 digits), total days enrolled Key Indicator
Days present (alternative: Days absent)	Student ID, CDS code (14 digits), total days present (alternative: total days absent) Key Indicator
School entry and leave date	Student ID, CDS code (14 digits), entry date, leave date Key Indicator
Total number of out of school suspensions (alternatively, each suspension per student is listed in a separate row)	Student ID, CDS code (14 digits), suspension count Key Indicator
Expulsion flag	Student ID, CDS code (14 digits), expulsion flag (yes or no) Key Indicator
Course Information, Graduation Information, Program Information and Staff Information	
Course information	Student ID, CDS code (14 digits), semester (e.g., fall or spring), department (subject area), name of course, Calpad course code, district course code, credits earned, course marks, flag for required 8th grade courses, potentially flags for other course identifiers (e.g., AP, IB, concurrent enrollment, career pathway information), and teacher-student-course linkage information Key/additional indicator
Staff information	Role, years of experience, demographics (race/ethnicity, gender), education/certification, staff ID Additional Indicator
Program information	Program participation, program dosage, program performance Additional Indicator
Unweighted end of the year GPA (based only on fall and spring semesters) for 6th to 12th grades	Student ID, CDS code (14 digits), unweighted end of year GPA Key/additional indicator
High school graduation flag	Student ID, CDS code (14 digits), graduation indicator Additional Indicator
Students in graduation cohort	Student ID, CDS code (14 digits), cohort year Additional Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)		
State Element(s) Applies to all students in grades K-12 unless noted otherwise	Variables to include (Subject to Adjustment)	Additional Notes
School Information	School name, CDS code (14 digits), district code, grades served, school level, SIG status and year, charter status, type of school (credit recovery programs, independent study schools, schools for students with severe disabilities, schools for expelled students, and early childhood education programs)	
School level data		
College Going Information	Examples include college application data, college persistence data, college completion data	
College going data		Additional Indicator

Exhibit D

Joinder Agreement – San Ysidro School District and CORE Districts Data Use Agreement

This Joinder Agreement (hereinafter referred to as “Joinder”) is effective as of September 25th, 2019 by and among the undersigned San Ysidro School District (hereinafter referred to as SYSD), whose address is listed on the signature page hereto, and the parties to that certain Data Use and Confidentiality Agreement dated May 2016 (“the Data Use Agreement”)

SYSD hereby agrees that upon execution of this Joinder, SYSD shall be bound by all of the terms and conditions of the Data Use Agreement and shall be deemed a party to such Data Use Agreement in all respects.

This Joinder, together with the Data Use Agreement, represents the entire agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreement, whether written or oral, of the parties regarding this subject matter.

As the data in this Data Use Agreement is part of a collective project for the San Diego County Office of Education, data will be collected and organized first by the San Diego County Office of Education and then provided to the parties named in the Data Use Agreement.

San Ysidro School District

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

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

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ZONAR SYSTEMS – AMENDMENT NO. 2 (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.

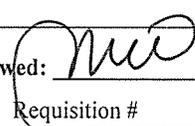
Amendment No. 2 includes a system inspection service that is necessary for optimal system function.

RECOMMENDATION:

Approve the Amendment No. 2 with Zonar Systems to provide a system inspection service for vehicles used in the Transportation Department at a cost of \$1,260.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$16,888.32

General Fund

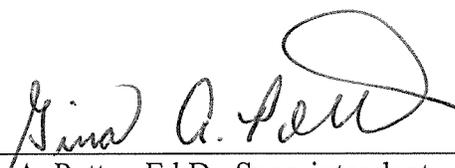
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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



Sales Estimate

18200 Cascade Ave S.
Seattle WA, 98188

AMENDMENT NO. 2

Date: August 6, 2019

Phone: 12065013881

Expiration Date: September 5, 2019

Fax: 206-878-3082

Email: eric.trench@zonarsystems.com

Customer Name: San Ysidro School District

To: Blanca Vega
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617
619-428-4476

Service Billing: Annual

SALESPERSON	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS
Eric Trench	FedEx	Ground	TBD	NET 30

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
15	EVIR CSA Inspection Service	\$84.00	\$1,260.00
Three year contract required. Early termination fees will apply. N/A Refer to Contract			Total: \$1,260.00

Terms & Conditions - Not Applicable - Refer to Main Contract

- 1) The above pricing is a good faith estimate, however, different vehicles may require different cables, which can affect pricing. Firm pricing will be provided once an asset list has been provided. The above pricing does not include installation, which can be quoted based on an asset list.
- 2) Delivery date will be confirmed upon receipt of purchase order.
- 3) All prices are in US Dollars.
- 4) Travel Expenses & Shipping will be charged at cost.
- 5) Bundled Package Installation with less than 10 units will be charged travel expenses, billed at cost.
- 6) The following hardware on this quote if leased/bundled, must be returned to Zonar after termination for any reason.

Approved by SYSD:

Marilyn Adrianzen, CBO

Board approved/ratified: 09-12-19

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 12, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH DALE SCOTT & COMPANY (DS&C)

BACKGROUND INFORMATION:

The San Ysidro School District (the "District") wishes to address its capital needs by reviewing its current debt profile, placing general obligation bonds before the voters issuing general obligation bonds, certificates of participation, refunding bonds, and/or bond anticipation notes (collectively, the "Bonds"). Additionally, the District wishes to comply with obligations under the continuing disclosure certificates the District has executed and delivered in connection with its outstanding long-term debt financings.

The District requested proposals (RFP) from qualified and interested parties that would like to provide Financial Advisory Services to evaluate financing options for construction and modernization work through one or more Proposition 29 General Obligation Bond Measures in the future.

A public notice was placed in the San Diego Union-Tribune and posted on the District's website requesting interested parties to submit proposals. Six firms requested the RFP and only 4 replied. The proposals were reviewed by an impartial selection advisory committee and selected the firm of Dale Scott & Company Inc. (DS&C) to be the Financial Advisor for the District.

RECOMMENDATION:

Approve the 5-year agreement with Dale Scott & Company Inc. to provide financial advisory services to the District. Compensation is based on the services provided.

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

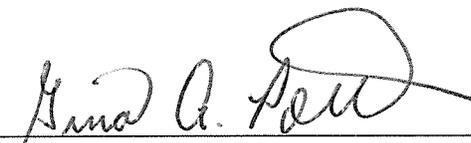
Compensation based on services provided.
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

August 30, 2019

Board of Trustees
c/o Dr. Gina Potter, Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA, 92173

**Re: San Ysidro School District
Agreement for Financial Advisory Services/Continuing Disclosure/ADTR Services**

Ladies and Gentlemen:

San Ysidro School District (the "District") wishes to address its capital needs by reviewing its current debt profile, reviewing the potential of placing general obligation bonds before the voters issuing general obligation bonds, certificates of participation, refunding bonds, bond anticipation notes and/or tax and revenue anticipation notes (collectively, the "Bonds"). Additionally, the District wishes to comply with obligations under the continuing disclosure certificates the District has executed and delivered in connection with its outstanding long-term debt financings. Dale Scott & Company, Inc. ("DS&C", together with the District, the "Parties"; individually each a "Party") hereby agrees to assist the District as its continuing disclosure dissemination agent ("Dissemination Agent"). In connection with this goal, DS&C proposes to advise and assist the District as its independent financial advisor as set forth below (the "Agreement").

- I. **Advisory Services Provided.** The services to be provided under this Agreement are set forth below:
 - a. **Pre-Election Services.** If the District prepares for and/or conducts a bond election, DS&C will provide the following services:
 - Review District's overall financing needs and recommend appropriate financing vehicle
 - Review District project list including anticipated costs
 - Develop an election and financing timetable
 - Review historical assessed valuation patterns
 - Calculate bonding capacity of District, less any outstanding debt
 - Prepare a financing plan including alternative amortization schedules of the Bonds' principal repayment, alternative total bond issue amounts, alternative repayment plans (e.g. level debt service, ascending debt), alternative scenarios for timetable of bond issuance
 - Analyze impact of alternative bond scenarios on tax rates
 - Recommend proposed bond amount and issuance schedule
 - Prepare ballot language
 - Review financial aspects of resolutions prepared by bond counsel to confirm that potential financing plans are permitted
 - Advise District as to information to be distributed to public regarding proposed bond issue
 - Prepare tax rate statement for ballot
 - Prepare argument for ballot and rebuttal (if necessary)



- b. **Survey Research Services.** If so requested, design and draft a random survey of registered voters of the District, incorporating comments from the District, coordinating the gathering of data, and analyzing and presenting the results to the District. Specific information will include:
- Overall performance of district
 - Quality of education
 - Quality of district facilities
 - Perceived need for a bond issue
 - Need for the funding of specific projects
 - Willingness to raise taxes for bond
- c. **Bond Issuance Services.**
- Analyze issues such as debt capacity, assessed valuation growth, alternative financing structures, and developments in the bond market
 - If requested, oversee the selection process and assembly of finance team members
 - Prepare schedule of financing and see that all parties take the necessary actions to ensure timely completion of financing
 - Size and structure the bond financing to meet District's cash flow needs and tax rate goals
 - Provide legal counsel with information necessary for the preparation of authorizing resolutions and related legal documentation
 - Advise District as to available and appropriate pricing mechanisms for the Bonds
 - Manage bid process for competitive sales including posting of Notice of Sale, monitoring bids, and coordinating the award of bonds
 - Oversee negotiated sales process, review preliminary and proposed interest rate scales provided by underwriter, and make recommendation to the District on competitiveness of proposed interest rates
 - Assist with management and coordination of pre-closing and closing as needed
- II. **Continuing Disclosure Services Provided.** The services to be provided under this Agreement are set forth below:
- a. **Preparation of Annual Report.** Include all required items from the continuing disclosure certificate ("CDC") from each of the District's outstanding financings. DS&C shall, whenever possible, attempt to consolidate information from separate CDCs into a single Annual Report.
- b. **Annual Filing of Annual Report, Budget and Audit.** File all materials as required under each CDC with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access portal.
- c. **Preparation and Filing of Notice of Significant Events.** Notices of significant market events are required to be filed within 10 days of their occurrence. DS&C will prepare notices of significant events as required by any CDC when DS&C becomes aware of such event. DS&C will monitor third-party sources for occurrences of significant events. The District will notify DS&C if it becomes aware of any significant event requiring a filing. The terms of the CDC govern but such significant events include, but are not limited to:



- Delinquencies, defaults, unscheduled drawdowns of debt service reserves or credit enhancements, defeasances, bankruptcies, bond calls, adverse tax opinions, etc.
 - Changes in the underlying rating of the District
 - Changes in the ratings of the insurers on the District's outstanding financings
 - Incurrence of non-public debt or amendments to terms of non-public debt
 - Any other significant event
- III. **Preparation and Filing of Annual Debt Transparency Reports ("ADTRs")** shall include but not be limited to:
- a. Complete an Annual DTR for each applicable District bond or note issuance.
 - b. Obtain outstanding data from the District not otherwise available as required for the filing of each Annual DTR.
 - c. Annually file ADTRs with the California Debt and Investment Advisory Commission ("CDIAC").
 - d. Provide the District with notice and confirmation of each successful filing.
- IV. **Limitations on Services.**
- a. The services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by DS&C.
 - b. Unless otherwise provided above, DS&C is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about DS&C provided by DS&C for inclusion in such documents.
- V. **Compensation.** Except as noted, payment of all fees and expenses is contingent on the passage and/or sale of the Bonds. For its services as set forth in this Agreement, DS&C shall be compensated as follows:
- a. **Pre-Election Services.** For Pre-Election Services, the District shall pay DS&C a one-time fee of \$5,000 per election payable from legally available funds and due with the issuance of the first series of Bonds.
 - b. **Survey Research Services.** If Survey Research Services are provided, the District shall pay DS&C a fee of \$10,000 per survey. In addition, the District agrees to reimburse DS&C for approved out of pocket expenses related to the collection of survey research data in an amount not to exceed \$5,000.
 - c. **Bond Issuance Services.** For Bond Issuance Services, the District shall pay DS&C as follows:
 - For each series of Bonds with the exception of BANs, a fee of \$50,000
 - For each series of BANs, a fee of \$25,000
 - For each series of Tax and Revenue Anticipation Notes, a fee of \$12,500
 - d. **Continuing Disclosure Services.** For the preparation and filing of the Annual Report (including budgets, audits and any other required data) and for the reporting of significant events, an annual fee of \$500 per series of bonds not to exceed \$5,000 payable within 30 days of receipt of invoice from DS&C.



- e. **ADTR Services.** For the preparations and filing of ADTRs:
 - An annual fee of \$250 for each filed ADTR provided however:
 - That for any one year, the total annual fee for all services related to the preparation and filing of ADTRs shall not exceed \$2,500
 - Starting with the second year of this Agreement, the Annual DTR fee and cap shall escalate by 2.5% per year
- f. **Expenses.** The District agrees to reimburse DS&C approved reasonable and necessary out-of-pocket expenses at their direct cost not to exceed \$5,000.

VI. **Effective Date, Terms, and Conditions.** This Agreement shall be effective on the date signed by an authorized representative of the District and remain in effect for five years. Either party may terminate this Agreement at any time with 30 days' written notice of such termination. If such termination is requested by the District, the District agrees to compensate DS&C for its services performed to date and expenses as mutually agreed upon.

VII. **Additional Matters.**

- a. **Insurance.** DS&C shall maintain in full force and effect workers' compensation insurance, general liability insurance, and professional liability and/or errors and omissions insurance covering its employees at its own expense. Evidence of such insurance shall be provided to the District upon request.

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.

- b. **Entire Agreement and Amendments.** This Agreement contains the entire understanding of the parties with respect to the subject matter herein. No amendment or addition to this Agreement shall be valid unless such amendment or addition is in writing and signed by the parties hereto.
- c. **Jurisdiction.** 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.
- d. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- e. **Independent Contractor.** DS&C are independent contractors and not agents or employees of the District and shall have no authority to act as an agent of the District, nor to enter into any agreement for or on behalf of the District except as provided herein.



- f. **Property of District.** All work performed by DS&C pursuant to this Agreement shall become the property of the District, is for the sole use of the District, and shall not be released to any third party without prior written consent of the District.
- g. **Notices.** The parties may deliver any documents related to this Agreement or any notices required by email or other electronic means. The parties consent to (i) conduct business electronically, (ii) receive documents and notices by such electronic delivery, and (iii) sign documents electronically. Where written notice is to be given under this Agreement, service shall be sufficient if deposited in the United States mail, postage paid, and shall be effective from the date of mailing. Notice to the parties shall be addressed to the signatories below at their respective addresses listed above.
- h. **Attorneys' Fees.** If either party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including but not limited to the recovery of damages for its breach, both parties are responsible for their own fees.
- i. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same Agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed original and valid.
- j. **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.
- k. **Severability.** If a provision of this Agreement is held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.
- l. **Official Statement.** DS&C is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about DS&C provided by DS&C for inclusion in such documents.



m. **Certain Mandatory Disclosures.** DS&C agrees to provide to the District disclosures required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 (the "Disclosures"), which are attached here as Appendix A. DS&C agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to the District and incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

Dale Scott & Company, Inc.

San Ysidro School District

By:

Accepted:

Dale Scott, President

Title:

Date:



APPENDIX A:

DISCLOSURES REQUIRED UNDER MSRB RULE G-10 AND G-42

Required Disclosures. MSRB Rule G-10 and G-42 require that DS&C provide you with the following disclosures of actual and potential material conflicts of interest, of information regarding certain legal events and disciplinary history, and of information regarding municipal advisory client education and protection.

- 1) **Disclosures of Conflicts of Interest.** DS&C makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under its Agreement with the District, together with explanations of how DS&C addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, DS&C mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District. This duty of loyalty obligates DS&C to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to DS&C's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.
 - a) **Compensation-Based Conflicts.** The financial advisory fees due under DS&C's agreement with the District are contingent upon the completion of the financing for which DS&C is providing municipal advisory services and may be based on metrics such as refunding savings. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for DS&C to advise the District to complete a financing or to alter the structure of a financing. This conflict of interest is mitigated by our fiduciary obligation to the District as described above. Further, DS&C works closely and carefully with the District to ensure the structure of the financing is appropriate for the District's needs.
 - b) **Related Disclosure Relevant to the District.** DS&C may have made contributions to bond referendum campaigns or provided in-kind election-related assistance to bond referendum campaigns and the campaigns resulted in voter authorization for an issue under DS&C's agreement with the District. Similarly, DS&C may have made contributions to charitable organizations at the request of personnel of the District. The District may wish to consider any impact such circumstances may have on how it conducts its activities with DS&C under its Agreement.
 - c) **Other Municipal Advisor Relationships.** DS&C serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District under its agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, DS&C could potentially face a conflict of interest arising from these competing client interests.
- 2) **Disclosures Regarding Legal Events, Disciplinary History and Client Education and Protection.** MSRB Rule G-42 requires that municipal advisors provide to its clients certain disclosures of legal or disciplinary events material to the clients' evaluation of the municipal advisor or the



integrity of the municipal advisor's management or personnel. Additionally, MSRB Rule G-10 requires that municipal advisors provide to its clients certain disclosures of education and protection information. Accordingly, DS&C sets out below required disclosures and related information in connection with such disclosures.

- a) **Registration.** DS&C is registered with the US Securities and Exchange Commission and the MSRB. The website for the MSRB is www.msrb.org.
- b) **Client Brochure.** A municipal advisory client brochure is available to you on the MSRB website that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.
- c) **Material Legal or Disciplinary Events.** There are no legal or disciplinary events that are material to the District's evaluation of DS&C or the integrity of DS&C's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- d) **Most Recent Change in Legal or Disciplinary Event Disclosure.** As required by the SEC, DS&C regularly updates its Forms MA and MA-I with information pertinent to the firm. In response to item 6(g)(2) on the Form MA-I for Dale Scott, DS&C has filed notice regarding a non-public, fact-finding investigation by the SEC which is currently ongoing.
- e) **How to Access Form MA and Form MA-I Filings.** DS&C's most recent Form MA and each most recent Form MA-I filed with the SEC are located on the SEC's EDGAR system by searching for "Dale Scott & Co" at:
<https://www.sec.gov/edgar/searchedgar/companysearch.html>

REQUEST FOR PROPOSALS

For

FINANCIAL ADVISORY SERVICES

For the

SAN YSIDRO SCHOOL DISTRICT

Request for Proposals Issued: July 16, 2019

Deadline for Submittal of Proposals: July 31, 2019

I. BACKGROUND

The San Ysidro School District (“District”) serves a diverse community along the southern border in the City of San Diego, with a student population of approximately 5,066 in 8 schools including 5 (Five) elementary schools, 2 (Two) middle schools and 1 (One) Child Development Center.)

The District has a number of aging schools, the oldest of which was built in 1971. Although some of the schools have been recently modernized, the average age of the District’s school buildings is 30 years old, an age in which school buildings require significant upgrades such as learning environment improvements or building systems major maintenance and/or replacement. In some cases, older buildings, especially portables may require replacement. Accordingly, the District is evaluating its options for financing such construction and modernization work through one or more Proposition 29 General Obligation Bond Measures in the future.

II. INTRODUCTION

The District is seeking the professional services of a consultant to provide financial advisory services related to calling for an election for the potential passage of a Proposition 39 General Obligation Bond Measure, issuance of General Obligation Bonds, Certificates of Participation, Tax Revenue Anticipation Notes, and other financial services, such as recommend a financing structure, review the financial feasibility of capital projects, and recommend investment strategies.

III. GENERAL INSTRUCTIONS

Interested firms are invited to submit one original signed (by authorized representative) un-bound proposal, and four (4) copies. The response shall be made in the format provided and the complete response, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 4:00 p.m. on July 31, 2019 to the following address:

Marilyn Adrianzen, Chief Business Official
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

The sealed envelope shall be marked on the outside lower left corner with the words “Financial Advisory Services RFP”. It is the firm’s sole responsibility to ensure that their response is received prior to the scheduled closing time for receipt of Proposals. No corrected or resubmitted Proposals will be accepted after the deadline.

This Request for Proposal does not commit the San Ysidro School District to award a contract or pay any costs incurred in the preparation of a response to this request. The District reserves the right to accept all or part of any responses or to cancel in part or in its entirety this Request for Proposals. The District further reserves the right to accept the response that it considers to be in the best interest of the District.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All responses, whether selected or rejected, shall become the property of the District.

Requests for Information

Questions related to this RFP should be submitted in writing to Marilyn Adrianzen, Chief Business Official, at marilyn.adrianzen@sysdschools.org, no later than July 24, 2019. Specify "RFP for Financial Advisory Services" in the subject line.

SCOPE OF WORK

The District requires the services of a qualified financial advisory services consultant to:

- Advise and assist the District in calling for an election seeking passage of a Proposition 39 General Obligation Bond measure for District facilities.
- Advise and assist the District in developing and executing a financing plan for such a Bond measure.
- Advise District in relation to the issuance of General Obligation Bonds, Tax Revenue Anticipation Notes, Certificates of Participation, and other financial services (including Facilities Bonds and Parcel Taxes).
- Provide the District with available financing options by conducting studies and analyses to determine the most appropriate and cost effective financing methods, terms, security provisions, and repayment structures. Financing options and accompanying studies and analyses shall be presented to the district within an agreed upon timeline.
- Develop a schedule for all participating parties with regard to any of the above transactions.
- Work cooperatively with and coordinate the work of recognized bond counsel, to be selected by the District, in connection with issuance of bonds.
- Work cooperatively with the San Diego County Treasurer and Finance Department, as well as the San Diego County Office of Education as necessary regarding financial matters.
- Provide the District with expert advice concerning the method of sale, and the appropriate interest rates for its financings.
- Prepare and distribute the preliminary and final Official Statements to provide the market with timely and accurate information about the District and any bond issues.
- Assist District officials in preparing materials for presentation to national credit rating services regarding the District's financial condition and debt structures.
- Have representatives present at meetings, when requested or notified, on matters concerning financing techniques and bond issues.
- Prepare other analyses that may be utilized by the District in its financings.
- Perform such other functions normally contemplated to be within the scope of a fully qualified financial advisor.

IV. CONTENTS FOR RESPONSES

In order for responses to be considered, said response must be clear, concise, complete, well organized and demonstrate firm's ability to follow instructions. The quality of answers, not length of responses or visual exhibits is important.

The response shall be organized in the format listed below. Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements.

Section A. Business Profile: Provide a profile of your company

1. Company name, address, telephone number, fax number, and e-mail address.
2. Identify who is authorized to sign agreements and represent your firm in matters related to this Request for Proposals.
3. Describe your firm's experience with California schools. Please include the date-to-date, par amount, issuer, type of bond, new money or refunding, and lead financial advisor. Please also include your firm's experience with school district finance and elections in the past four years.
4. Certify that you are registered with the SEC and MSRB as required by the Dodd-Frank Act.
5. Describe briefly the services to be provided by your firm.
6. Provide a clear and concise rationale as to why the district should select your firm over other qualified financial advisors.
7. References: Provide the names and contact information for at least three (3) California school districts your firm has worked with as a Financial Advisor over the past four (4) years.

Section B. Performance Standards

1. Firm's competence and experience in structuring and completing California school district financings, including the election process. Include at least three (3) school district references.
2. Qualifications and depth of experience of assigned personnel who will conduct work for the district (include Résumés).
3. Select two to four recent short term or long-term, competitive sale, or negotiated bond transactions for which your firm was the financial advisor.
 - a. List the following information (if applicable) regarding each transaction such as: client, sale date, issue size, credit rating and enhancements, financial advisor fee, and any other information you feel may be relevant.

Section C. Fees

Provide your firm's fees for election related services, the issuance of General Obligation Bonds, Certificates of Participation, Tax and Revenue Anticipation Notes, Refunding Issuances, and Bond Anticipation Notes. Further, identify consultant fees, if any, for services the District might require for municipal financing not directly related to the issuance of a bond/note. If there are to be charges for reimbursable expenses, please list all charges to be considered reimbursable and provide a not-to-exceed amount for said expenses. The District may consider an hourly rate rather than a contingency fee. Please provide the hourly rates for your team.

Section D. Insurance

Selected firm will be asked to provide a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence and naming the District as an additional insured.

Section E. Legal Issues

Please respond to each of the following questions:

1. Is there now pending any legal action alleging violations of the law in connection with an offering of municipal securities in a California transaction against the firm or any employee of the firm? If so, please describe such pending action.
2. Have there been any settlements or judgments involving such actions within the last five (5) years? Please describe each such settlement or judgment, including the nature of the action and the amount of recovery.
3. Are there pending legal or disciplinary matters involving such actions against the firm by any State or Federal regulatory agency? If yes, describe. Include information about any criminal indictments or convictions against the firm or its attorneys where the charges involved municipal securities in the United States. Also include information about any material pending legal action, settlement, or judgment involving a claim of fraud, whether civil or criminal.
4. Has your firm or any of your employees ever been subject to municipal securities litigation?

V. EVALUATION CRITERIA

A Selection Advisory Committee will select and rank in the order of their qualifications, experience, fees, and overall responsiveness the proposals that meet the criteria set forth in this Request for Proposals and are most advantageous to the District.

The Selection Advisory Committee may choose to interview any, all, or none of the respondents as may be in the best interest of the district. If interviews are held, a committee representative will notify those firms selected as to place, time, date, and location of the interview. Your firm's main point of contact as stated in your response to this Request for Proposals must be present at the interview.

The names of all firms submitting proposals and the name of the firm selected will be made available upon request. All firms shall be notified of the results in writing after the conclusion of the selection process.