

San Ysidro School District Governing Board

AGENDA

Thursday
November 14, 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.

Willow School
Auditorium
226 Willow Road
San Ysidro

GENERAL ADMINISTRATION

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, OCTOBER 10, 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, October 10, 2019 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **Ocean View Hills School - Auditorium, 4919 Del Sol Blvd., San Diego, CA 92154**. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

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

- 1) Conference/Session Item 12.1: Tabled the San Ysidro School District Positive Student Discipline Plan Presentation to the next Regular Board Meeting.

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 – EXISTING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Student v. San Ysidro School District
OAH Case No. 2019050255

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: 3

5.3 GOVERNMENT CODE SECTION 54957 (Farkas)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.4 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS (Farkas)

Agency Negotiators: David Farkas, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:08 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: President I. Lopez Time: 6:08 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 Osiris Camarillo, San Ysidro Middle School Student

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)

9.1 Ocean View Hills Student Presentations - Presenter Manuela Colom

9.2 San Ysidro Middle School & Vista Del Mar Middle School Cross Country Coaches & Teams - Presenter Omar Calleros

9.3 Summer Stephan, San Diego County District Attorney & Marissa Bejarano, San Diego County Deputy District Attorney - Presenter Manuela Colom

9.4 Parent Teacher Association (PTA) Presidents - Presenter Manuela Colom

9.5 Oscar Madera, Director of Special Education - 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) Thanked the Board for recognizing the children. 2) Thanked the Board for quickly addressing her concerns about the TK restrooms at Smythe. Mentioned that La Mirada School needs the same.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

President I. Lopez, Commented: 1) Thanked Principal Carranza and Assistant Principal Meza for hosting the Board Meeting. 2) It was nice to see the students recognized. 3) The school's security gate looks very nice. 4) Would like more time to look at the Single Plans for Student Achievement. 5) Thanked staff for all their hard work. 6) Thanked Dr. Potter for sharing the California School Boards Association articles with the Board.

Clerk Martinez, Commented: 1) Thanked Principal Carranza and Assistant Principal Meza for hosting the Board Meeting. 2) Thanked staff for attending. 3) Would like to see student presentations at every Board Meeting. 4) Would like to see a working group created to focus on declining enrollment districtwide and a working group to focus on what to do with the Beyer site. He would also like an update on the Beyer site Cherry Blossom trees. 5) Thanked Dr. Potter for resolving issues and making the District better.

Member Pallasigue, Commented: 1) Thanked Principal Carranza and Assistant Principal Meza for hosting the Board Meeting. 2) Would like middle school students to take field trips to see the judicial system. 3) Would like to see daytime activities for students during school hours. 4) Would like the gates at San Ysidro Middle School to be looked at for security. 5) Requested a Board presentation on absenteeism, tardies and incentives.

Member R. Lopez, Commented: 1) Attended the first day of the California Latino School Boards Association Conference and shared information about the conference. 2) Thanked Veronica Medina for the OneSight Program. All students should be screened. There is no reason why a student that needs glasses in this District shouldn't have them.

Vice-President Gurmilan, Commented: 1) Thanked Principal Carranza and Assistant Principal Meza for their hospitality. 2) He participated in the Ocean View Hills School visit and was impressed with the students doing college level work with the powerpoint presentations. Congratulated Ocean View Hills School teachers. 3) Commended Mr. Azevedo and staff for all the work they are doing to make the District look better. 4) The math and english scores are going up. Commended all of our teachers. He would like the District to continue to focus on academics.

Superintendent Potter, Commented: 1) Thanked Principal Carranza and Assistant Principal Meza for hosting the Board Meeting. 2) Thanked Mr. Azevedo and his team for the security gates. 3) Our District started a communications campaign to better communicate with our community, staff and families. This includes District Highlights and newsletters that are being published on the District's website. 4) Thanked Clerk Martinez for introducing our District to Mother's Out Front. They are collaborating with our District to submit an SDG&E electric bus grant application to potentially secure one to two electric busses. 5) A voter's survey will be sent out for a potential 2020 General Obligation Bond Election and we will present survey results at a Board Meeting. 6) She represented San Diego and Imperial Counties as one of two superintendents selected to attend the IgnitED Conference. Advocated for stronger support for public education, unrepresented minorities and special education. 7) Thanked Interim Principal Cevallos for hosting the California Public Utilities Oversight Committee Board Meeting. 8) Thanked San Ysidro Middle School for the Mexican Independence Day Chalk Art Contest.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1 San Ysidro School District Positive Student Discipline Plan - Executive Director of Curriculum, Instruction & Innovation, Manuela Colom --- **Tabled to next Regular Board Meeting**
- 12.2 Single Plans for Student Achievement Presentation - Executive Director of Curriculum, Instruction & Innovation, Manuela Colom and Principals
- 12.3 Revised Unaudited Actuals 2018-19 & Revised Adopted Budget 2019-20 - Chief Business Official, Marilyn Adrianzen

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of September 12, 2019 and the minutes of the Special South County Collaborative School Boards Meeting of August 29, 2019.

Motion: Gurmilan Second: Martinez Vote: Unanimous

13.2 REVISED 2018-19 UNAUDITED ACTUALS AND 2019-20 ADOPTED BUDGET (Adrianzen)

The Board approved the revised 2018-19 Unaudited Actuals and the revised 2019-20 Adopted Budget.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

13.3 RESOLUTION NO. 19/20-0020 (Farkas)

The Board approved/ratified the adoption of Resolution No. 19/20-0020 authorizing the teaching assignment of a multiple subject teacher to a single subject class pursuant to Education Code Section 44256(b).

Motion: Gurmilan Second: I. Lopez Vote: Unanimous

13.4 AGREEMENT WITH STRADLING YOCCA CARLSON & RAUTH, P.C., ATTORNEYS AT LAW (Adrianzen)

The Board approved/ratified the agreement with Stradling Yocca Carlson & Rauth, P.C for Bond Counsel Services. The District executed a Request for Proposals (RFP) and Stradling Yocca Carlson & Rauth, P.C. was selected.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Item 14.C1 for discussion and to be voted on separately.

Motion: R. Lopez Second: Gurmilan Vote: Unanimous

14A. PERSONNEL - CLASSIFIED

EMPLOYMENT (Farkas)

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

- 14A.1 Substitute Bus Driver
- 14A.2 Substitute Campus Aide
- 14A.3 Substitute Custodians
- 14A.4 Substitute Instructional Aide

RESIGNATION (Farkas)

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

- 14A.5 Campus Aide

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Farkas)

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

- 14B.1 Substitute Teachers
- 14B.2 Substitute Permit Teachers

RESIGNATION (Farkas)

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

14B.3 Resource Specialist

OUT OF CLASS COMPENSATION (Farkas)

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

14B.4 Classroom Teacher

14C. PERSONNEL - MANAGEMENT

EMPLOYMENT (Farkas)

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

14C.1 Principal - Elementary

Motion: R. Lopez Second: Pallasigue Vote: Unanimous

14D. CURRICULUM & INSTRUCTION

14D.1 EXTENDED SCHOOL YEAR 2020 WAIVER (Colom/Madera)

The Board approved the Waiver for Extended School Year 2020 to reduce the number of instructional days maintaining the 86.75 instructional hours provided over a span of 15 days instead of 27 to special education students.

14D.2 FIELD TRIP TO CIVIC THEATRE FOR STUDENT NIGHT AT THE OPERA – SMYTHE ELEMENTARY (Colom/Little)

The Board approved the field trip to the Civic Theatre in San Diego for a Student Night at the Opera for fifty 6th grade students from Smythe on October 17, 2019 at no direct cost to the District.

14D.3 STUDENT PARTICIPATION AT THE ONESIGHT EYE CLINIC (Colom/Medina)

The Board approved the attendance and participation of approximately 300 students from all schools to the OneSight Eye Clinic field trips to be held from November 4 – 8, 2019 at a total cost of \$1,600.00 for transportation services from the McKinney-Vento fund.

14D.4 SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA) FOR THE 2019-2020 SCHOOL YEAR (Colom)

The Board approved the 2019-2020 Single Plans for Student Achievement for La Mirada, Ocean View Hills, Smythe, Sunset, Willow, Vista Del Mar Middle and San Ysidro Middle Schools.

14D.5 PILOT OF NEXT GENERATION SCIENCE CORE MATERIALS (Colom)

For Information Only ~ Pilot of Next Generation Science Standards (NGSS) core instructional materials at no cost to the District.

14D.6 PROFESSIONAL DEVELOPMENT (Colom)

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Nohemi Yescas, Andrea Counts, Josefina Villegas,	Reading Between The Lines	SDCOE	October 1, 2019	\$0	Sponsored by SE

Carina Ponce, Marlo Vasquez, Irma Abedoy, Diana Pacheco					
Kathleen Cordero	Critical Issues Conference	Imperial County	October 16-18, 2019	\$770.00	Special Education Fund
Omar Calleros, Amber Elliott, Marta Rodriguez	ASES, ASSETS & 21st CCLC Grant and Fiscal Management Training	SDCOE	October 10, 2019	\$0	No Cost
Omar Calleros	Fourth Annual College & Career Pathways Summit	San Diego	Sept. 17, 2019	\$25.00	General Fund
Omar Calleros	The 2019 Annual Summit On Student Engagement & Attendance	San Diego	October 28, 2019	\$0	No Cost
Manuela Colom, Cynthia Gonzalez, Oscar Madera	MTSS Community of Practice	Clairemont Mesa	Sept. 27, 2019 November 1, 2019 January 31, 2020 March 20, 2020 May 15, 2020	\$0	None
Mariana Rochin	CAPTAIN Summit	Sacramento	November 6-7, 2019	\$803.00	Special Education Fund
Cynthia Gonzalez	LCAP Quarterly Network Meeting	San Diego	Oct. 30, 2019 December 10, 2019 February 7, 2020 May 1, 2020	\$0	No Cost
Omar Calleros	Uniting for Impact	San Diego	October 28, 2019	\$0	No Cost
Maria Rodriguez, Irene Herrera-Cevallos, Omar Calleros	Passion, Purpose, Potential, and Pathways: How Educators Leverage Middle Schooler Interests	San Diego	October 8, 2019 December 3, 2019 January 21, 2020	\$500.00	General Fund
Up to 4 Teachers and ELAC Parents per school -TBD-	2019 CAFE Mini Conference	Chula Vista	November 9, 2019	\$2,800.00	Title II Fund
Denise Villezcas, Rick Quintana, Anais Flores, Karina Victorino, + 2 PBIS reps from each school	Training for Facilitating Grief Groups with K-12 Youth	SDCOE	October 29, 2019	\$4,000.00	Title II Fund

Courtney Foster	PeopleSoft Conference	San Diego	October 24, 2019	\$0	No Cost
Paulo Azevedo, Lorena Vega	Transfinder Routing System Proficiency Training	Anaheim, CA	November 5-7, 2019	\$4,800.00	General Fund

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period August, 26, 2019 through September 24, 2019.

14E.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of August 24, 2019 through September 24, 2019 for a total expenditure of \$1,311,419.72.

14E.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$6,300.00 to help support and enrich our educational programs.

14E.4 FIRST QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2019-20 (Adrianzen)

The Board accepted the Report of William’s Settlement related complaints for the first quarter from July 1, 2019 to September 30, 2019 of the 2019-20 school year for submission to the San Diego County Office of Education.

14E.5 AGREEMENT WITH DECISIONINSITE, LLC (Adrianzen/Azevedo/Lewis)

The Board approved/ratified the license agreement with DecisionInsite, LLC to provide access to the School Locator Software at an annual cost of \$995.00 from the General fund.

14E.6 PURCHASE OF ANNUAL PUBLIC PERFORMANCE SITE LICENSE (Adrianzen)

The Board approved the 5-year Public Performance Site Licenses that allows the legal use of movies within the District’s school facilities at a cost not to exceed \$13,152.00 from the General fund.

14E.7 DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD (Colom/Reed)

The Board approved the destruction of documents related to the Preschool & Child Development Programs that have been retained beyond the legal retention period as listed above and dated from 2011 to 2013.

14E.8 AGREEMENTS WITH STANLEY CONVERGENT SECURITY SOLUTIONS INC. (Adrianzen/Azevedo)

The Board approved/ratified the 3-year renewal of the Equipment and Service Agreements with Stanley Convergent Security Solutions, Inc. and the approval of the amended contracts for La Mirada, Smythe and Smythe CDC changing the payment frequency to annually.

14E.9 CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2020-2021(Colom/Reed)

The Board approved application for continued funding for the District's State Preschool and Child Development Program serving children 3 to 5 years of age for fiscal year 2020-2021.

14E.10 AGREEMENT WITH SOUTH BAY COMMUNITY SERVICES FOR SAN DIEGO PROMISE NEIGHBORHOOD – MASTER DATA SHARING (Colom/Calleros)

The Board approved/ratified the agreement with South Bay Community Services for the San Diego Promise Neighborhood- Master Data Sharing.

14E.11 AGREEMENT WITH LLOYD'S PEST CONTROL (Adrianzen/Zarzosa)

The Board approved/ratified the agreement with Lloyd Pest Control for 2019-20 at an approximate cost of \$5,312.00 from the Child Nutrition and General funds.

14E.12 AGREEMENT WITH FLEETWASH, INC. (Adrianzen/Azevedo)

The Board approved/ratified the agreement with Fleetwash, Inc. to provide washing of transportation vehicles at an estimated annual cost of \$5,000.00 from the General fund.

14E.13 AGREEMENT WITH XEROX MRC SMART TECHNOLOGY SOLUTIONS FOR COPIERS (PRINTSHOP AND DISTRICT OFFICES) (Adrianzen)

The Board approved/ratified the five (5) year agreement with Xerox, MRC Smart Technology Solutions for copiers/equipment and copy print charges to be paid from the General fund.

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

15. ADJOURNMENT Time: 8:06 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
MONDAY, OCTOBER 28, 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 Monday, October 28, 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 – *Absent for family reasons*
Mr. Rudy Lopez, Member – *Absent*
Mrs. Rosaleah Pallasigue, Member

3. FLAG SALUTE by Irene Lopez, Board President

4. AGENDA

The Board approved the agenda for the meeting.

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

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

None at this time.

6. GENERAL ADMINISTRATION

6.1 LOCAL INDICATORS FOR THE CALIFORNIA DASHBOARD PRESENTATION BY EXECUTIVE DIRECTOR OF CURRICULUM, INSTRUCTION & INNOVATION, MANUELA COLOM

Vice-President Gurmilan made the motion to adjourn, seconded by Member Pallasigue. The vote was 3-0.

7. ADJOURNMENT Time: 6:05 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: November 14, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0021

BACKGROUND INFORMATION:

The District has determined that a number of schools within the District need to be upgraded, repaired, improved and better furnished and equipped to enable the District to maintain and enhance the quality of academic instruction at these schools and that new school facilities will need to be constructed to accommodate new students enrolling in the District; and has identified a number of upgrades and enhancements needed at the District's existing schools facilities and locations in order to renovate, construct, acquire, equip and furnish facilities and classrooms, upgrade security and safety infrastructure, implement energy saving measures and improve technology access in the District's school facilities.

Additional funding by means of general obligation bonds is needed to improve the quality of facilities within the District and position the District to be eligible for potential State matching funds. It is in the best interest of the students and residents of the District to provide funding to meet critical facility needs now by means of general obligation bonds to be issued by the District.

The Resolution calls for an election within the District on March 3, 2020 for the purpose of approving general obligation bonds in an amount up to \$52,985,000, requests that the San Diego County Registrar of Voters conduct the election on behalf of the District, and authorizes the preparation of election materials, including ballot arguments and tax rate statement, to be included in the ballot pamphlet.

RECOMMENDATION:

Approve Resolution No. 19/20-0021 ordering an bond election on March 3, 2020 for School Bond Measure 1 and Establishing Specification of the Election Order for general obligation bonds in an amount up to \$52,985,000.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

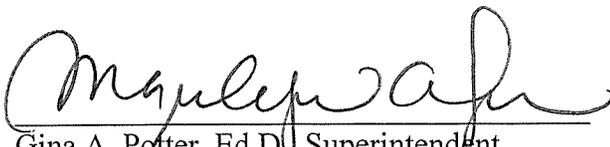
Yes No

Yes No

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

FOR

RESOLUTION NO. 19/20-0021

RESOLUTION OF THE GOVERNING BOARD OF SAN YSIDRO
SCHOOL DISTRICT ORDERING AN ELECTION ON A SCHOOL
BOND MEASURE AND ESTABLISHING SPECIFICATIONS OF
THE ELECTION ORDER

WHEREAS, the Governing Board (the “Board”) has determined that a number of the schools within the San Ysidro School District (the “District”) need to be upgraded, repaired, improved and better furnished and equipped to enable the District to maintain and enhance the quality of academic instruction at these schools and that new schools may need to be constructed to accommodate new students enrolling in the District and to replace existing schools with better facilities; and

WHEREAS, the District has identified a number of upgrades and enhancements needed at the District’s existing schools facilities and locations in order to construct, reconstruct, rehabilitate, replace acquire, equip and furnish facilities and classrooms, upgrade security and safety infrastructure, implement energy saving measures and improve technology access in the District’s school facilities; and

WHEREAS, the State of California (the “State”) is unable to provide the District with enough money for the District to adequately upgrade school facilities within the District notwithstanding ongoing efforts by the District to obtain such monies; and

WHEREAS, the District has pursued all available sources of funding to improve local school facilities, including funding from Proposition 39 of 2012, the Clean Energy Jobs Act; and

WHEREAS, in the judgment of the Board, additional funding by means of general obligation bonds is needed to improve the quality of facilities within the District and position the District to be eligible for potential state matching funds; and

WHEREAS, in the judgment of the Board, it is in the best interests of the students and residents of the District to provide funding to meet critical facility needs now by means of general obligation bonds to be issued by the District; and

WHEREAS, Proposition 46, approved by the voters of the State on June 3, 1986 (“Proposition 46”), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision that exempts from the 1% of full cash value limitation, those *ad valorem* taxes used to pay for debt service of any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by voters voting on the proposition; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which amended Section 18 of Article XVI to allow bonded indebtedness for the construction, reconstruction, rehabilitation or replacement of school facilities, including furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities to be approved by 55 percent of the votes cast by voters voting on the proposition and amended Section 1(b) of Article XIII A of the California Constitution by adding a provision that exempts from the 1% of full cash value limitation on *ad valorem* taxes in Article XIII A those *ad valorem* taxes used to pay for debt service of any bonded indebtedness approved in accordance with the requirements of Proposition 39 ; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to provide for certain performance audits, standards of financial accountability and citizen oversight which are required by Proposition 39 and the Act; and

WHEREAS, on March 4, 1997, the District's voters approved Measure C, a \$250 million bond measure ("Measure C") under the provisions of Proposition 46; and

WHEREAS, the District has \$108,487,389 of authorized but unissued bonds under Measure C and has determined that due to certain limitations in the Measure C ballot proposition it cannot access the remaining authorization in the immediate future which will be detrimental to students and residents of the District; and

WHEREAS, the Board desires to authorize the submission of two propositions to the District's voters at the March 3, 2020 election to approve the issuance of bonds equal to the unissued portion of the Measure C bonds (the "Unissued Measure C Bonds") and to covenant not to issue the Unissued Measure C Bonds if such measures are adopted by the voters and to take steps in accordance with Education Code Section 15200 *et. seq* to cancel the authorization for the Unissued Measure C Bonds as described herein; and

WHEREAS, to implement the financing plan to replace the authorization for the Unissued Measure C Bonds the Board will adopt this resolution to submit a proposition to the voters to authorize \$52,985,000 of bonds pursuant to Proposition 39 at the March 3, 2020 election and will adopt a second resolution to submit a second proposition to the voters to authorize \$55,500,000 of bonds pursuant to Proposition 39 at the March 3, 2020 election; and

WHEREAS, the Board desires to have the propositions that are submitted to the District's voters at the election authorize the issuance of general obligation bonds to pay for the construction, reconstruction, rehabilitation or replacement of school facilities, including furnishing and equipping of school facilities and the acquisition or lease of real property which the Board has determined are necessary improvements to be made to District school facilities; and

WHEREAS, the Board hereby determines that, in order to comply with the restrictions in Proposition 39 which prohibit any bond money from being used for teacher or administrative salaries not related to oversight of the projects to be constructed with the bonds and for other operating expenses of the District, all expenditures shall be reviewed by the District's Citizens' Oversight Committee to be established in accordance with the Act; and

WHEREAS, pursuant to Education Code Section 15268, based upon a projection of increases in assessed property valuations in accordance with Article XIII A of the California Constitution, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued under the proposition described herein will not exceed the Proposition 39 limits of \$30 per year per \$100,000 of assessed valuation of taxable property;

WHEREAS, Section 9400 *et seq.* of the Elections Code of the State of California (the “Elections Code”) requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a ballot argument in favor of the proposition described herein to be submitted to the voters of the District at the election; and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election on the proposition described herein with any and all other elections to be held on Tuesday, March 3, 2020, and to request the San Diego County Registrar of Voters to perform certain election services for the District;

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

Section 1. That the Board, pursuant to Education Code Sections 5304, 5322, 15100 *et seq.* and 15264 *et seq.*, hereby requests the San Diego County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$52,985,000 (the “Bonds”) shall be issued and sold for the purpose of raising money for the projects described in Exhibits “A” and “B” hereto. Exhibit “B” contains the full text of the proposition to be submitted to the voters and is directed to be printed in the voter pamphlet. In accordance with Education Code Section 5322 and Election Code Sections 13119 and 13247, Exhibit “A” is the abbreviated statement of the proposition to appear on the ballot to be submitted to voters. The Board hereby adopts each of the findings set forth in Exhibit B hereto. This resolution shall constitute the specifications of the election order as required by Education Code Section 5322.

Section 2. That the date of the election shall be March 3, 2020.

Section 3. That the purpose of the election shall be for the voters in the District to vote on the proposition, a copy of which is attached hereto and marked Exhibit “B”, containing the question of whether the District shall issue the Bonds to pay for the construction, reconstruction, rehabilitation or replacement of school facilities, including furnishing and equipping of school facilities and the acquisition or lease of real property to the extent permitted by such proposition. In compliance with Proposition 39 and the Act, the ballot proposition in Exhibits “A” and “B” is subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the proposition and not for any other purpose, including teacher or administrator salaries not related to oversight of the projects to be financed with the bonds or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit “B”, evaluated the safety, class size reduction and information technology needs of the District as well as the importance of the projects to student achievement and high quality instruction;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies are spent only for the projects identified in Exhibit “B” hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens' Oversight Committee shall initially consist of at least seven (7) members meeting the qualifications set forth in Education Code Section 15282. The Citizens' Oversight Committee may not include any employee or official of the District or any vendor, contractor or consultant of the District. The Citizens' Oversight Committee shall carry out the purposes enumerated in Education Code Section 15278 and may engage in any of the activities described therein relating to the expenditure of the Bond proceeds; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limit of \$30 per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That prior to adopting this resolution, the District has reviewed the 2018 San Diego County Taxpayers Association School Bond Support Process & Criteria (the "Criteria") and in response to the Criteria makes the following findings and determinations:

(a) the Board has identified facilities needs of more than \$108,500,000 and the Board has determined that there are not other funding sources to pay for the projects to be funded with the proceeds of the Bonds; and

(b) in order to maximize community benefit and efficiently apply taxpayer dollars, the District will make a good faith effort to pursue all practical opportunities to expand community joint use facilities at each of its schools at which Bond proceeds will be expended without adversely impacting operations or finances of the District such as joint use of libraries, recreational/physical education facilities, computer labs, meeting rooms and childcare and health care facilities; and

(c) the District will not authorize the issuance of any form of capital appreciation bonds or convertible capital appreciation bonds without review by the Citizens' Oversight Committee.

Section 5. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.* and 15264 *et seq.* and Government Code Sections 53506 *et seq.*

Section 6. That the authority for the specifications of this election order is contained in Section 5322 of the Education Code.

Section 7. That in accordance with the provisions of Education Code Section 15266(a) and Elections Code Section 10400 *et. seq.*, the San Diego County Registrar of Voters and the San Diego County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020 within the District and to canvass the returns of the election. The Board further requests the governing body of any other political subdivision, or any officer otherwise authorized by law, to consolidate the election on the Bonds with the election to be held on March 3, 2020 and to provide for the canvass of the returns of the election, and the Board consents to such consolidation.

Section 8. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the San Diego County Registrar of Voters, the San Diego County Superintendent of Schools and the San Diego County Clerk of the Board of Supervisors no later than December 6, 2019.

Section 9. That at the discretion of the Board any Bonds may be issued either pursuant to the Act with a maturity not exceeding twenty-five (25) years, or pursuant to Sections 53506 *et seq* of the Government Code with a maturity not exceeding forty (40) years. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 10. That if the Bonds are approved by voters, the District covenants to take all steps described below to cancel the authorization for \$52,985,000 of Unissued Measure C Bonds and, whether or not such cancellation occurs, covenants that it will not issue \$52,985,000 of the Unissued Measure C Bonds. To that end, the Board hereby covenants as follows:

(a) prior to the issuance of any series of the Bonds, the Board shall adopt a resolution petitioning the Board of Supervisors of San Diego County to cause the Unissued Measure C Bonds to be canceled in a principal amount equal to \$52,985,000; and

(b) under any circumstances, including but not limited to a failure or refusal by San Diego County to cancel \$52,985,000 of Unissued Measure C Bonds, the Board shall treat the Unissued Measure C Bonds authorization as having been reduced by \$52,985,000 and will instead only issue the Bonds in place of such portion of the Unissued Measure C Bonds .

Section 11. That, pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of San Diego County is requested to permit the Registrar of Voters to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse San Diego County. The requested services will include the preparation of the impartial analysis of the proposition by County Counsel in accordance with Elections Code Section 9500, the publication of a Formal Notice of School Bond Election pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code and the mailing of the sample ballot and tax rate statement as required by the Elections Code.

Section 12. That any and all members of this Board and the Superintendent are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including an argument in favor of the proposition and any rebuttal argument. The Superintendent, President of the Board, Deputy Superintendent, or their designees, are hereby authorized to execute any Tax Rate Statement or other document and to perform all acts necessary or required by the Registrar of Voters, including, but not limited to, reducing the word count or otherwise modifying the language in the ballot proposition in Exhibits “A,” and “B” in order to meet the requirements to place the bond proposition on the ballot.

Section 13. That this resolution shall take effect on and after its adoption by a two-thirds vote.

ADOPTED, SIGNED AND APPROVED this 14th day of November, 2019.

Irene Lopez, President
Governing Board
San Ysidro School District

ATTEST:

Antonio Martinez, Clerk
Governing Board
San Ysidro School District

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 14th day of November 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Secretary to the Governing Board of the San Ysidro School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Governing Board

EXHIBIT A

To make student safety and school security improvements; upgrade classroom technology; and construct, rehabilitate, acquire, equip and furnish classrooms and school facilities, shall the San Ysidro School District measure to authorize the issuance of \$52,985,000 of bonds to replace bonds previously authorized in 1997, at legal interest rates raising an average \$3.2 million per year while bond are outstanding, with projected levies of less than \$0.03 per \$100 assessed valuation, requiring annual audits and citizens' oversight, be adopted?

Yes

No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE SAN YSIDRO SCHOOL DISTRICT BOND MEASURE ELECTION MARCH 3, 2020

The following is the full proposition presented to the voters by the San Ysidro School District.

To make student safety and school security improvements; upgrade classroom technology; and construct, rehabilitate, acquire, equip and furnish classrooms and school facilities, shall the San Ysidro School District measure to authorize the issuance of \$52,985,000 of bonds to replace bonds previously authorized in 1997, at legal interest rates raising an average \$3.2 million per year while bond are outstanding, with projected levies of less than \$0.03 per \$100 assessed valuation, requiring annual audits and citizens' oversight, be adopted?

PROJECT LIST FOR THE BOND MEASURE

Description of Projects. The Governing Board of the San Ysidro School District has evaluated the facility needs for the District's schools. The Board has determined that facilities needs exist at all 8 of its schools, at its Preschool and Child Development Program Facilities and at the District office and that one or more additional schools may need to be constructed as the District enrollment increases and existing schools need to be replaced all as further described below.

Existing Facilities. The Board has established a list of projects to be financed at the District's existing schools and facilities. The projects to be financed by the bonds to be issued by the District include the construction, rehabilitation, acquisition, equipping and furnishing of the following existing schools and facilities listed below:

La Mirada Elementary School
Ocean View Elementary School
San Ysidro Middle School
Smythe Elementary School
Sunset Elementary School
Vista Del Mar Middle School
Willow School
Preschool and Child Development Program Facilities
District Office Facilities and Departments
Former Beyer School location

The projects to be financed at each of the school facilities and locations listed above fall into four general categories including safety and security, infrastructure, enhanced energy efficiency and technology as further described below:

- Construction, rehabilitation and acquisition of safety and security improvements including lockdown equipment, emergency communication systems, fire alarm systems, cameras and video security

systems, perimeter fencing and other fencing and improvements to create a single point of entry.

- Construction, rehabilitation and expansion of classrooms, auditoriums, cafeterias, kitchens, restrooms, physical education facilities, storage areas and other facilities including new flooring, lighting, windows, roofs, plumbing and related infrastructure and electrical systems.
- Site improvements including resurfacing of existing exterior hard courts and physical education fields and courts, renovation of playground areas, new playground equipment, parking area improvements, shade structures, asphalt and concrete walkway rehabilitation and replacement, improvements to meet Americans for Disability Act access requirements, and landscaping, and rehabilitation of building exteriors.
- Energy efficiency improvements including heating, ventilation and air conditioning installation and replacement, and window replacement to improve classroom environments.
- Replacement of modular classroom space with new modular or permanent classrooms for current and future program needs.
- Added space for school support programs, including dedicated offices, conference rooms, family resource centers and other support areas.
- Equipment and related technology improvements for all classrooms and other facilities, including video and communication equipment and systems, hardware and software, and computers, tablets, wireless devices and software for individual student use, as well as modernizing technology servers at the District and in its schools.
- Acquire the heating, ventilation and air conditioning improvements made at La Mirada Elementary School, Smythe Elementary School, San Ysidro Middle School and the District Office by prepaying the amounts due under a 2016 lease for such improvements and and acquire the improvements made at La Mirada Elementary School and Smythe Elementary School by prepaying the amounts due under the District's 2017 lease financing.

Whenever specific items are included in the list above, they are presented to provide an example and are not intended to limit the generality of the broader description of authorized projects.

New Facilities. The projects to be financed with bond proceeds also include the construction, acquisition, equipping and furnishing of a central kitchen facility and one or more new schools to provide facilities as enrollment increases and existing schools need to be replaced. These projects include the acquisition of sites at locations to be determined in the future and the construction, equipping and furnishing of all elements of new schools including, but not limited to, classrooms, career technical education facilities, science and computer labs, auditoriums, gymnasiums, fields and

stadiums, cafeterias, administration and support facilities, parking, playgrounds, hardscape, energy efficiency improvements, landscaping, furnishings and equipment and a central kitchen facility.

Implementation of Construction and Bond Program. Listed projects will be completed only as needed and the above order in the listing of projects does not imply a particular prioritization among projects. Decisions regarding the scope, timing, prioritization or other facets of project implementation will be made solely by the Governing Board by subsequent action. Projects may be done in phases, based on Governing Board priorities. Listed projects may be completed at any and all District schools, sites and education buildings where such projects are determined necessary by the Governing Board. Where terms such as “rehabilitation” and “replacement” are used in the foregoing Project List for the Bond Measure, the Governing Board shall determine the best method for accomplishing the project’s objective. For any listed project involving renovation of all or a portion of a building, the District may proceed with new replacement construction instead (including any necessary demolition), if the District determines that replacement and new construction is more practical than renovation, considering the building’s age, condition, expected remaining life, comparative cost, and other relevant factors.

Each project financed will include its share of architectural, engineering, and similar planning costs, program management, project or construction management, a contingency for unforeseen circumstances, offsite/utility connection costs, and interim housing. Projects also may include the payment of the costs of preparation of all facility planning, facility assessment reviews, environmental studies, construction documentation, plan check, inspection and permit fees and costs for temporary facilities, furnishings and equipment necessary in connection with construction activities.

The projects may include the acquisition of improvements on the project list that are financed by the District on an interim basis through temporary loans, leases, lease-leaseback, or lease-purchase arrangements.

The District intends to apply for State matching funds for all eligible projects to be financed. In the absence of such funding, the District may not be able to undertake some of the projects listed above. Approval of this proposition does not guarantee that the proposed projects that are the subject of this proposition will be funded beyond the local revenues generated by this proposition. The District’s receipt of matching State funds will be subject to appropriation by the Legislature and approval of a statewide bond measure. In the absence of State matching funds, which the District will pursue to reduce the District’s share of the costs of the projects, the District may not be able to complete some of the projects listed above.

The budget for each project is an estimate and may be affected by factors beyond the District’s control. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed.

CANCELLATION OF MEASURE C BOND AUTHORIZATION

District voters previously approved Measure C at an election held in the District on March 4, 1997. Not all of the bonds authorized by Measure C have been issued. Due to limitations imposed on the issuance of bonds under Measure C, the District estimates that it will be unable to issue any additional Measure C bonds in the immediate future. If the \$52,985,000 of bonds are approved under this proposition, the Governing Board of the District has covenanted that it will not issue an equal

amount of the previously authorized Measure C bonds and will petition the San Diego County Board of Supervisors to cancel \$52,985,000 of the Measure C bond authorization.

FISCAL ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers in the District may be assured that their money will be spent only to address specific facilities needs of the District in compliance with the requirements of Article XIII A, Section I (b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

Evaluation of Needs. The Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the project list contained in this ballot proposition.

Independent Citizens' Oversight Committee. The Board shall establish an Independent Citizens' Oversight Committee pursuant to Education Code Section 15278 and following to ensure bond proceeds are expended only on the projects listed in this ballot proposition. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board.

Performance Audits. The Board shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects listed in this ballot proposition.

Financial Audits. The Board shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the projects listed in this ballot proposition.

Special Bond Proceeds Account: Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited which will be a Building Fund to be held by the San Diego County Treasurer, as required by the California Education Code. As long as any proceeds of the bonds remain unexpended, the Superintendent of the District shall cause a report to be filed with the Board annually stating (1) the amount of bond proceeds received and expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the Superintendent shall determine and may be incorporated in the annual budget, audit, or another appropriate routine report to the Board.

ADDITIONAL SPECIFICATIONS

Terms of the Bonds. The bonds may be issued and sold in several series in accordance with the financing plan determined by the Governing Board. Bonds may be issued pursuant to the Education Code or the Government Code in the discretion of the Governing Board with final maturity dates and at interest rates not exceeding the legal limits.

Limit on Use of Bond Proceeds. Proceeds from the sale of bonds authorized by this proposition may be used only for the construction, reconstruction, rehabilitation or replacement of school facilities including the furnishing and equipping of school facilities or acquisition or lease of real property for school facilities and not for any other purpose, including teacher and administrator salaries not related to oversight of the projects to be constructed with the bonds and other school operating expenses.

Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the projects being financed.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: Ma
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0022

BACKGROUND INFORMATION:

The District has determined that a number of schools within the District need to be upgraded, repaired, improved and better furnished and equipped to enable the District to maintain and enhance the quality of academic instruction at these schools and that new school facilities will need to be constructed to accommodate new students enrolling in the District; and has identified a number of upgrades and enhancements needed at the District's existing schools facilities and locations in order to renovate, construct, acquire, equip and furnish facilities and classrooms, upgrade security and safety infrastructure, implement energy saving measures and improve technology access in the District's school facilities.

Additional funding by means of general obligation bonds is needed to improve the quality of facilities within the District and position the District to be eligible for potential State matching funds. It is in the best interest of the students and residents of the District to provide funding to meet critical facility needs now by means of general obligation bonds to be issued by the District.

The Resolution calls for an election within the District on March 3, 2020 for the purpose of approving general obligation bonds in an amount up to \$55,500,000 (Measure 2), requests that the San Diego County Registrar of Voters conduct the election on behalf of the District, and authorizes the preparation of election materials, including ballot arguments and tax rate statement, to be included in the ballot pamphlet.

RECOMMENDATION:

Approve Resolution No. 19/20-0022 ordering a bond election on March 3, 2020 for School Bond Measure 2 and Establishing Specifications of the Election Order for general obligation bonds in an amount up to \$55,500,000.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: Ma
Requisition #

Financial Implications?

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

Yes No

Yes No

N/A
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

RESOLUTION NO. 19/20-0022

RESOLUTION OF THE GOVERNING BOARD OF THE SAN
YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION ON A
SCHOOL BOND MEASURE AND ESTABLISHING
SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the Governing Board (the “Board”) has determined that a number of the schools within the San Ysidro School District (the “District”) need to be upgraded, repaired, improved and better furnished and equipped to enable the District to maintain and enhance the quality of academic instruction at these schools and that new schools may need to be constructed to accommodate new students enrolling in the District and to replace existing schools with better facilities; and

WHEREAS, the District has identified a number of upgrades and enhancements needed at the District’s existing schools facilities and locations in order to construct, reconstruct, rehabilitate, replace acquire, equip and furnish facilities and classrooms, upgrade security and safety infrastructure, implement energy saving measures and improve technology access in the District’s school facilities; and

WHEREAS, the State of California (the “State”) is unable to provide the District with enough money for the District to adequately upgrade school facilities within the District notwithstanding ongoing efforts by the District to obtain such monies; and

WHEREAS, the District has pursued all available sources of funding to improve local school facilities, including funding from Proposition 39 of 2012, the Clean Energy Jobs Act; and

WHEREAS, in the judgment of the Board, additional funding by means of general obligation bonds is needed to improve the quality of facilities within the District and position the District to be eligible for potential state matching funds; and

WHEREAS, in the judgment of the Board, it is in the best interests of the students and residents of the District to provide funding to meet critical facility needs now by means of general obligation bonds to be issued by the District; and

WHEREAS, Proposition 46, approved by the voters of the State on June 3, 1986 (“Proposition 46”), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision that exempts from the 1% of full cash value limitation, those *ad valorem* taxes used to pay for debt service of any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by voters voting on the proposition; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which amended Section 18 of Article XVI to allow bonded indebtedness for the construction, reconstruction, rehabilitation or replacement of school facilities, including furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities to be approved by 55 percent of the votes cast by voters voting on the proposition and amended Section 1(b) of Article XIII A of the California Constitution by adding a provision that exempts from the 1% of full cash value limitation on *ad valorem* taxes in Article XIII A those *ad valorem* taxes used to pay for debt service of any bonded indebtedness approved in accordance with the requirements of Proposition 39 ; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to provide for certain performance audits, standards of financial accountability and citizen oversight which are required by Proposition 39 and the Act; and

WHEREAS, on March 4, 1997, the District's voters approved Measure C, a \$250 million bond measure ("Measure C") under the provisions of Proposition 46; and

WHEREAS, the District has \$108,487,389 of authorized but unissued bonds under Measure C and has determined that due to certain limitations in the Measure C ballot proposition it cannot access the remaining authorization in the immediate future which will be detrimental to students and residents of the District; and

WHEREAS, the Board desires to authorize the submission of two propositions to the District's voters at the March 3, 2020 election to approve the issuance of bonds equal to the unissued portion of the Measure C bonds (the "Unissued Measure C Bonds") and to covenant not to issue the Unissued Measure C Bonds if such measures are adopted by the voters and to take steps in accordance with Education Code Section 15200 *et. seq* to cancel the authorization for the Unissued Measure C Bonds as described herein; and

WHEREAS, to implement the financing plan to replace the authorization for the Unissued Measure C Bonds the Board will adopt this resolution to submit a proposition to the voters to authorize \$55,500,000 of bonds pursuant to Proposition 39 at the March 3, 2020 election and will adopt a second resolution to submit a second proposition to the voters to authorize \$52,985,000 of bonds pursuant to Proposition 39 at the March 3, 2020 election; and

WHEREAS, the Board desires to have the propositions that are submitted to the District's voters at the election authorize the issuance of general obligation bonds to pay for the construction, reconstruction, rehabilitation or replacement of school facilities, including furnishing and equipping of school facilities and the acquisition or lease of real property which the Board has determined are necessary improvements to be made to District school facilities; and

WHEREAS, the Board hereby determines that, in order to comply with the restrictions in Proposition 39 which prohibit any bond money from being used for teacher or administrative salaries not related to oversight of the projects to be constructed with the bonds and for other operating expenses of the District, all expenditures shall be reviewed by the District's Citizens' Oversight Committee to be established in accordance with the Act; and

WHEREAS, pursuant to Education Code Section 15268, based upon a projection of increases in assessed property valuations in accordance with Article XIII A of the California Constitution, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued under the proposition described herein will not exceed the Proposition 39 limits of \$30 per year per \$100,000 of assessed valuation of taxable property;

WHEREAS, Section 9400 *et seq.* of the Elections Code of the State of California (the “Elections Code”) requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a ballot argument in favor of the proposition described herein to be submitted to the voters of the District at the election; and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election on the proposition described herein with any and all other elections to be held on Tuesday, March 3, 2020, and to request the San Diego County Registrar of Voters to perform certain election services for the District;

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

Section 1. That the Board, pursuant to Education Code Sections 5304, 5322, 15100 *et seq.* and 15264 *et seq.*, hereby requests the San Diego County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$55,500,000 (the “Bonds”) shall be issued and sold for the purpose of raising money for the projects described in Exhibits “A” and “B” hereto. Exhibit “B” contains the full text of the proposition to be submitted to the voters and is directed to be printed in the voter pamphlet. In accordance with Education Code Section 5322 and Election Code Sections 13119 and 13247, Exhibit “A” is the abbreviated statement of the proposition to appear on the ballot to be submitted to voters. The Board hereby adopts each of the findings set forth in Exhibit B hereto. This resolution shall constitute the specifications of the election order as required by Education Code Section 5322.

Section 2. That the date of the election shall be March 3, 2020.

Section 3. That the purpose of the election shall be for the voters in the District to vote on the proposition, a copy of which is attached hereto and marked Exhibit “B”, containing the question of whether the District shall issue the Bonds to pay for the construction, reconstruction, rehabilitation or replacement of school facilities, including furnishing and equipping of school facilities and the acquisition or lease of real property to the extent permitted by such proposition. In compliance with Proposition 39 and the Act, the ballot proposition in Exhibits “A” and “B” is subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the proposition and not for any other purpose, including teacher or administrator salaries not related to oversight of the projects to be financed with the bonds or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit “B”, evaluated the safety, class size reduction and information technology needs of the District as well as the importance of the projects to student achievement and high quality instruction;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies are spent only for the projects identified in Exhibit “B” hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens' Oversight Committee shall initially consist of at least seven (7) members meeting the qualifications set forth in Education Code Section 15282. The Citizens' Oversight Committee may not include any employee or official of the District or any vendor, contractor or consultant of the District. The Citizens' Oversight Committee shall carry out the purposes enumerated in Education Code Section 15278 and may engage in any of the activities described therein relating to the expenditure of the Bond proceeds; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limit of \$30 per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That prior to adopting this resolution, the District has reviewed the 2018 San Diego County Taxpayers Association School Bond Support Process & Criteria (the "Criteria") and in response to the Criteria makes the following findings and determinations:

(a) the Board has identified facilities needs of more than \$108,500,000 and the Board has determined that there are not other funding sources to pay for the projects to be funded with the proceeds of the Bonds; and

(b) in order to maximize community benefit and efficiently apply taxpayer dollars, the District will make a good faith effort to pursue all practical opportunities to expand community joint use facilities at each of its schools at which Bond proceeds will be expended without adversely impacting operations or finances of the District such as joint use of libraries, recreational/physical education facilities, computer labs, meeting rooms and childcare and health care facilities; and

(c) the District will not authorize the issuance of any form of capital appreciation bonds or convertible capital appreciation bonds without review by the Citizens' Oversight Committee.

Section 5. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.* and 15264 *et seq.* and Government Code Sections 53506 *et seq.*

Section 6. That the authority for the specifications of this election order is contained in Section 5322 of the Education Code.

Section 7. That in accordance with the provisions of Education Code Section 15266(a) and Elections Code Section 10400 *et. seq.*, the San Diego County Registrar of Voters and the San Diego County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020 within the District and to canvass the returns of the election. The Board further requests the governing body of any other political subdivision, or any officer otherwise authorized by law, to consolidate the election on the Bonds with the election to be held on March 3, 2020 and to provide for the canvass of the returns of the election, and the Board consents to such consolidation.

Section 8. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the San Diego County Registrar of Voters, the San Diego County Superintendent of Schools and the San Diego County Clerk of the Board of Supervisors no later than December 6, 2019.

Section 9. That at the discretion of the Board any Bonds may be issued either pursuant to the Act with a maturity not exceeding twenty-five (25) years, or pursuant to Sections 53506 *et seq* of the Government Code with a maturity not exceeding forty (40) years. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 10. That if the Bonds are approved by voters, the District covenants to take all steps described below to cancel the authorization for \$55,500,000 of Unissued Measure C Bonds and, whether or not such cancellation occurs, covenants that it will not issue \$55,500,000 of the Unissued Measure C Bonds. To that end, the Board hereby covenants as follows:

(a) prior to the issuance of any series of the Bonds, the Board shall adopt a resolution petitioning the Board of Supervisors of San Diego County to cause the Unissued Measure C Bonds to be canceled in a principal amount equal to \$55,500,000; and

(b) under any circumstances, including but not limited to a failure or refusal by San Diego County to cancel \$55,500,000 of Unissued Measure C Bonds, the Board shall treat the Unissued Measure C Bonds authorization as having been reduced by \$55,500,000 and will instead only issue the Bonds in place of such portion of the Unissued Measure C Bonds .

Section 11. That, pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of San Diego County is requested to permit the Registrar of Voters to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse San Diego County. The requested services will include the preparation of the impartial analysis of the proposition by County Counsel in accordance with Elections Code Section 9500, the publication of a Formal Notice of School Bond Election pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code and the mailing of the sample ballot and tax rate statement as required by the Elections Code.

Section 12. That any and all members of this Board and the Superintendent are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including an argument in favor of the proposition and any rebuttal argument. The Superintendent, President of the Board, Deputy Superintendent, or their designees, are hereby authorized to execute any Tax Rate Statement or other document and to perform all acts necessary or required by the Registrar of Voters, including, but not limited to, reducing the word count or otherwise modifying the language in the ballot proposition in Exhibits “A,” and “B” in order to meet the requirements to place the bond proposition on the ballot.

Section 13. That this resolution shall take effect on and after its adoption by a two-thirds vote.

ADOPTED, SIGNED AND APPROVED this 14th day of November, 2019.

Irene Lopez, President
Governing Board
San Ysidro School District

ATTEST:

Antonio Martinez, Clerk
Governing Board
San Ysidro School District

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 14th day of November 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Secretary to the Governing Board of the San Ysidro School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Governing Board

EXHIBIT A

To reconstruct or replace roofs and plumbing and construct, rehabilitate, replace, acquire, equip and furnish classrooms and school facilities, shall the San Ysidro School District measure to authorize the issuance of \$55,500,000 of bonds to replace bonds previously authorized in 1997, at legal interest rates raising an average \$3.3 million per year while bond are outstanding, with projected levies of less than \$0.03 per \$100 assessed valuation, requiring annual audits and citizens' oversight, be adopted?

Yes

No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE SAN YSIDRO SCHOOL DISTRICT BOND MEASURE ELECTION MARCH 3, 2020

The following is the full proposition presented to the voters by the San Ysidro School District.

To reconstruct or replace roofs and plumbing and construct, rehabilitate, replace, acquire, equip and furnish classrooms and school facilities, shall the San Ysidro School District measure to authorize the issuance of \$55,500,000 of bonds to replace bonds previously authorized in 1997, at legal interest rates raising an average \$3.3 million per year while bond are outstanding, with projected levies of less than \$0.03 per \$100 assessed valuation, requiring annual audits and citizens' oversight, be adopted?

PROJECT LIST FOR THE BOND MEASURE

Description of Projects. The Governing Board of the San Ysidro School District has evaluated the facility needs for the District's schools. The Board has determined that facilities needs exist at all 8 of its schools, at its Preschool and Child Development Program Facilities and at the District office and that one or more additional schools may need to be constructed as the District enrollment increases and existing schools need to be replaced all as further described below.

Existing Facilities. The Board has established a list of projects to be financed at the District's existing schools and facilities. The projects to be financed by the bonds to be issued by the District include the construction, rehabilitation, acquisition, equipping and furnishing of the following existing schools and facilities listed below:

La Mirada Elementary School
Ocean View Elementary School
San Ysidro Middle School
Smythe Elementary School
Sunset Elementary School
Vista Del Mar Middle School
Willow School
Preschool and Child Development Program Facilities
District Office Facilities and Departments
Former Beyer School location

The projects to be financed at each of the school facilities and locations listed above fall into four general categories including safety and security, infrastructure, enhanced energy efficiency and technology as further described below:

- Construction, rehabilitation and acquisition of safety and security improvements including lockdown equipment, emergency communication systems, fire alarm systems, cameras and video security

systems, perimeter fencing and other fencing and improvements to create a single point of entry.

- Construction, rehabilitation and expansion of classrooms, auditoriums, cafeterias, kitchens, restrooms, physical education facilities, storage areas and other facilities including new flooring, lighting, windows, roofs, plumbing and related infrastructure and electrical systems.
- Site improvements including resurfacing of existing exterior hard courts and physical education fields and courts, renovation of playground areas, new playground equipment, parking area improvements, shade structures, asphalt and concrete walkway rehabilitation and replacement, improvements to meet Americans for Disability Act access requirements, and landscaping, and rehabilitation of building exteriors.
- Energy efficiency improvements including heating, ventilation and air conditioning installation and replacement, and window replacement to improve classroom environments.
- Replacement of modular classroom space with new modular or permanent classrooms for current and future program needs.
- Added space for school support programs, including dedicated offices, conference rooms, family resource centers and other support areas.
- Equipment and related technology improvements for all classrooms and other facilities, including video and communication equipment and systems, hardware and software, and computers, tablets, wireless devices and software for individual student use, as well as modernizing technology servers at the District and in its schools.
- Acquire the heating, ventilation and air conditioning improvements made at La Mirada Elementary School, Smythe Elementary School, San Ysidro Middle School and the District Office by prepaying the amounts due under a 2016 lease for such improvements and and acquire the improvements made at La Mirada Elementary School and Smythe Elementary School by prepaying the amounts due under the District's 2017 lease financing.

Whenever specific items are included in the list above, they are presented to provide an example and are not intended to limit the generality of the broader description of authorized projects.

New Facilities. The projects to be financed with bond proceeds also include the construction, acquisition, equipping and furnishing of a central kitchen facility and one or more new schools to provide facilities as enrollment increases and existing schools need to be replaced. These projects include the acquisition of sites at locations to be determined in the future and the construction, equipping and furnishing of all elements of new schools including, but not limited to, classrooms, career technical education facilities, science and computer labs, auditoriums, gymnasiums, fields and

stadiums, cafeterias, administration and support facilities, parking, playgrounds, hardscape, energy efficiency improvements, landscaping, furnishings and equipment and a central kitchen facility.

Implementation of Construction and Bond Program. Listed projects will be completed only as needed and the above order in the listing of projects does not imply a particular prioritization among projects. Decisions regarding the scope, timing, prioritization or other facets of project implementation will be made solely by the Governing Board by subsequent action. Projects may be done in phases, based on Governing Board priorities. Listed projects may be completed at any and all District schools, sites and education buildings where such projects are determined necessary by the Governing Board. Where terms such as “rehabilitation” and “replacement” are used in the foregoing Project List for the Bond Measure, the Governing Board shall determine the best method for accomplishing the project’s objective. For any listed project involving renovation of all or a portion of a building, the District may proceed with new replacement construction instead (including any necessary demolition), if the District determines that replacement and new construction is more practical than renovation, considering the building’s age, condition, expected remaining life, comparative cost, and other relevant factors.

Each project financed will include its share of architectural, engineering, and similar planning costs, program management, project or construction management, a contingency for unforeseen circumstances, offsite/utility connection costs, and interim housing. Projects also may include the payment of the costs of preparation of all facility planning, facility assessment reviews, environmental studies, construction documentation, plan check, inspection and permit fees and costs for temporary facilities, furnishings and equipment necessary in connection with construction activities.

The projects may include the acquisition of improvements on the project list that are financed by the District on an interim basis through temporary loans, leases, lease-leaseback, or lease-purchase arrangements.

The District intends to apply for State matching funds for all eligible projects to be financed. In the absence of such funding, the District may not be able to undertake some of the projects listed above. Approval of this proposition does not guarantee that the proposed projects that are the subject of this proposition will be funded beyond the local revenues generated by this proposition. The District’s receipt of matching State funds will be subject to appropriation by the Legislature and approval of a statewide bond measure. In the absence of State matching funds, which the District will pursue to reduce the District’s share of the costs of the projects, the District may not be able to complete some of the projects listed above.

The budget for each project is an estimate and may be affected by factors beyond the District’s control. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed.

CANCELLATION OF MEASURE C BOND AUTHORIZATION

District voters previously approved Measure C at an election held in the District on March 4, 1997. Not all of the bonds authorized by Measure C have been issued. Due to limitations imposed on the issuance of bonds under Measure C, the District estimates that it will be unable to issue any additional Measure C bonds in the immediate future. If the \$55,500,000 of bonds are approved under this proposition, the Governing Board of the District has covenanted that it will not issue an equal

13.3

Page 12 of 14

amount of the previously authorized Measure C bonds and will petition the San Diego County Board of Supervisors to cancel \$55,500,000 of the Measure C bond authorization.

FISCAL ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers in the District may be assured that their money will be spent only to address specific facilities needs of the District in compliance with the requirements of Article XIII A, Section I (b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

Evaluation of Needs. The Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the project list contained in this ballot proposition.

Independent Citizens' Oversight Committee. The Board shall establish an Independent Citizens' Oversight Committee pursuant to Education Code Section 15278 and following to ensure bond proceeds are expended only on the projects listed in this ballot proposition. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board.

Performance Audits. The Board shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects listed in this ballot proposition.

Financial Audits. The Board shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the projects listed in this ballot proposition.

Special Bond Proceeds Account: Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited which will be a Building Fund to be held by the San Diego County Treasurer, as required by the California Education Code. As long as any proceeds of the bonds remain unexpended, the Superintendent of the District shall cause a report to be filed with the Board annually stating (1) the amount of bond proceeds received and expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the Superintendent shall determine and may be incorporated in the annual budget, audit, or another appropriate routine report to the Board.

ADDITIONAL SPECIFICATIONS

Terms of the Bonds. The bonds may be issued and sold in several series in accordance with the financing plan determined by the Governing Board. Bonds may be issued pursuant to the Education Code or the Government Code in the discretion of the Governing Board with final maturity dates and at interest rates not exceeding the legal limits.

Limit on Use of Bond Proceeds. Proceeds from the sale of bonds authorized by this proposition may be used only for the construction, reconstruction, rehabilitation or replacement of school facilities including the furnishing and equipping of school facilities or acquisition or lease of real property for school facilities and not for any other purpose, including teacher and administrator salaries not related to oversight of the projects to be constructed with the bonds and other school operating expenses.

Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the projects being financed.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

VIA: Gina Potter, Ed.D.
Superintendent

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

INITIAL: gap
 Informational
 Action

AGENDA ITEM: ORGANIZATIONAL MEETING

BACKGROUND INFORMATION:

The Education Code requires that governing boards hold an annual organizational meeting for the purpose of electing officers and establishing dates of regular meetings.

Education Code sections 35143 and 72000(c)(2) provide that:

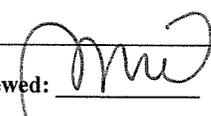
- The Governing Board of each school and community college district shall hold an annual organizational meeting. In 2019, the meeting must be held on a date between **December 13 and December 27**, inclusive.
- The day and time of the annual organizational meeting shall be selected by the Board at its regular meeting held immediately prior to December 13, unless otherwise provided by rule of the Governing Board.
- The Governing Board shall notify the County Superintendent of Schools of the day and time selected.

RECOMMENDATION:

Approve Thursday, December 19, 2019, at 5:00 p.m. in the Multicultural Complex at San Ysidro Middle School as the date, time and place for the annual Organizational Meeting of the Governing Board as per Education Code section 35143.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

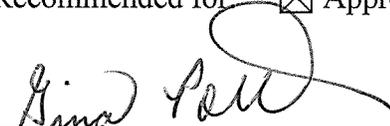
N/A
(Amount)

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

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**NOTICE OF DECEMBER 2019
ORGANIZATIONAL MEETING OF THE GOVERNING BOARD**

Complete and submit no later than **Nov. 27, 2019**, to:

Jonathan Berry-Smith
Legal Services, Room 506
San Diego County Office of Education
Email: jonathan.berrysmith@sdcoe.net
Phone: 858-292-3644

School/Community College District: _____

Date of Organizational Meeting: _____
(Date between Dec. 13 and Dec. 27 inclusive)

Time of Meeting: _____

Clerk/Secretary to the Governing Board

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 19/20-0023

BACKGROUND INFORMATION:

Climate change as a critical component of healthy schools for students and recognizes the link between student health and learning (Student Wellness, 2019). While climate change impacts all people and disproportionately impacts all young people and future generations, it disproportionately affects people of color and people in poverty, thereby exacerbating existing inequities and limiting the equality of opportunity which is a foundational aspiration for modern America.

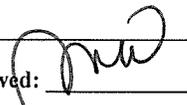
The District works to ensure students graduate as empowered individuals, with their own talents, interests, needs and goals by also recognizing and understanding the significant negative impact that rapid and ongoing climate change has on the health and learning in America's schools, students, and their communities. The District celebrates existing sustainability initiatives such as the San Ysidro Wellness Program and investment in solar panels installed in parking areas.

RECOMMENDATION:

Approve Resolution No. 19/20-0023 authorizing the call to climate change action and requesting the Governing Board to issue said notes.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

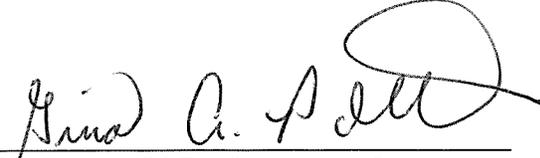
N/A
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

RESOLUTION NO. 19/20-0023

RESOLUTION OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE CALL TO CLIMATE CHANGE ACTION AND REQUESTING THE GOVERNING BOARD TO ISSUE SAID NOTES

WHEREAS, there is a broad scientific consensus among climate scientists that human activities contribute to increases in greenhouse gas emissions and are the dominant cause of climate change (California, 2018); and,

WHEREAS, on April 12, 2016, world leaders from 175 countries recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep global mean temperature “well below 2°C above pre-industrial levels” and to “pursue efforts to limit the temperature increase to 1.5°C;” and,

WHEREAS, on October 8, 2018, the IPCC released a special report, “Global Warming of 1.5°C,” stating that “Limiting global warming to 1.5°C would require rapid, far-reaching and unprecedented changes in all aspects of society,” and projected that the Earth could reach and exceed this temperature threshold by as early as 2030, far earlier than previously anticipated; and,

WHEREAS, on November 23, 2018, the U.S. Federal Government issued the Fourth National Climate Assessment report, which detailed the massive threat that climate change poses to the American economy, and underscored the need for immediate climate emergency action at all levels of government; and,

WHEREAS, we believe it is critical to advocate for the decisive near-term action needed to prevent further global warming, especially because this window of opportunity is rapidly closing; and,

WHEREAS, climate change is clearly not a partisan issue, and that local, state, and national policies should be guided by the best available science in order to increase the resiliency of our communities and prevent the worst effects of climate change; and,

WHEREAS, today’s children represent a particularly vulnerable group because increasing greenhouse gases and trapped heat will almost certainly have a profound negative impact throughout their lives, as well as the lives of future generations; and,

WHEREAS, in 2015 the California PTA declared climate change a children’s issue; and,

WHEREAS, the San Ysidro School District’s Governing Board recognizes climate change as a critical component of healthy schools for students; and,

WHEREAS, climate change is a social justice and equity issue. While climate change impacts all people and disproportionately impacts all young people and future generations, it disproportionately affects people of color and people in poverty, thereby exacerbating existing inequities and limiting the equality of opportunity which is a foundational aspiration for modern America; and,

WHEREAS, 21 youth claimants are currently asserting their constitutional right to a livable climate in the Juliana v. U.S. case currently in federal courts and dozens of other youth claimants are making similar claims in state courts around the country; and

WHEREAS, the global impact, urgency, and magnitude of the challenge of addressing climate change calls for courageous leadership in all sectors of society, in all institutions and from all elected leaders; and all those in positions of power must be held accountable. To preserve the health and longevity of the Earth for generations to come, leaders need to acknowledge that a climate emergency threatens the residents of San Diego County, San Ysidro and the entire world, and they must respond with the necessary emergency measures; and

WHEREAS, national and state elected leaders must work in a united will to enact carbon pricing policies to substantially reduce human-made greenhouse gas emissions, thereby protecting our current and future students; and,

WHEREAS, we work to ensure that all San Ysidro School District students graduate as empowered individuals, with their own talents, interests, needs and goals. The San Ysidro School District’s Governing Board recognizes the link between student health and learning (Student Wellness, 2019); and,

WHEREAS, the San Ysidro School District’s Governing Board recognizes and understands the significant negative impact that rapid and ongoing climate change has on the health and learning in America’s schools, students, and their communities (Hayes et.al., 2018); and,

WHEREAS, the San Ysidro School District’s Governing Board celebrates existing district sustainability initiatives such as the San Ysidro Wellness Program and investment in sustainability infrastructure such as solar panels installed in parking areas.

BE IT FURTHER RESOLVED, that the San Ysidro School District’s Governing Board supports education of all staff on the latest climate science; and,

BE IT FURTHER RESOLVED, that the San Ysidro School District’s Governing Board supports local climate mobilization efforts to reduce the sources of excess trapped heat that are responsible for climate change, and to increase resiliency for all residents, with special attention to the needs of marginalized and vulnerable communities, in order to achieve the goal of net zero climate pollution by or before 2030.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District this 14th day of November 2019, by the following vote;

AYES:

NOES:

ABSENT:

ABSTAIN:

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 adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

Date

Clerk of the Governing Board

CURRICULUM & INSTRUCTION

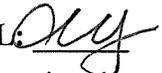
SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: STUDENT PARTICIPATION IN THE ELEMENTARY SCIENCE FIELD DAY

BACKGROUND INFORMATION:

The San Diego County Science Field Day is a program designed, organized and administered by elementary teachers from throughout San Diego County. Students in grades 4th through 6th practice and compete with in science related events. The Sci-Phy team along with the Pathways program would like to participate in this event.

Science Field Day timeline:

- November 13, 2019 – Coaches meeting ~ A representative from each school must attend this meeting.
- February 12, 2020 – Events Fair ~ All team captains should attend.
- May 16, 2020 – Science Field Day ~ School teams will complete in 15 science related events. Each student will have the opportunity to participate in up to three events.

Approximately 112 students from all our elementary schools and the Sci-Phy Teachers will participate at the Elementary Science Field Day. Cost implications include registration fees, teacher compensation, mileage and transportation services.

The primary goal of the science field day is to develop a positive attitude towards science and science related fields.

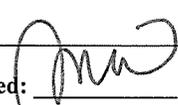
RECOMMENDATION:

Approve the students and Sci-Phy teachers' participation in the events for the Elementary Science Field scheduled for November 13, 2019, February 12, 2020 and May 16, 2020 at the cost of \$2,400.00 from the Supplemental and Concentration Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 2.6: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

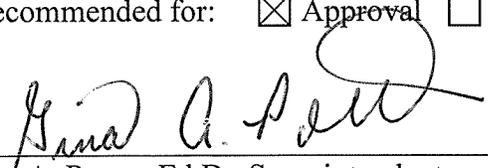
\$2,400.00
(Amount)

Supplemental and 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
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Willow School
Manuel Bojorquez, Principal

INITIAL: _____
 Informational
 Action

AGENDA ITEM: STUDENT PARTICIPATION AT THE “SHOP WITH A COP” EVENT - WILLOW SCHOOL

BACKGROUND INFORMATION:

The Principal from Willow School is requesting approval for approximately 8 students, 1 teacher and 1 adult chaperone to attend the event “Shop with a Cop” on December 7, 2019.

“Shop with a Cop” is hosted by the San Diego Probation Department and the San Diego District Attorney’s Office, and the Bureau of Investigations. This event benefits needy or neglected children from across San Diego County at their annual event held in early December. Each year, “Shop with a Cop” provides a joyful shopping experience for underprivileged children who, without this event, may not experience one.

On the day of the event, uniformed officers from various Local, State and Federal agencies volunteer their time to be with the children at SeaWorld for breakfast and a show. From SeaWorld, the children participate in a law enforcement procession and head to Target for a morning of shopping with their law enforcement partner. Each child is provided with a \$100 Target gift card to spend on themselves and their family.

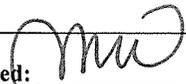
RECOMMENDATION:

Approve the student participation to the “Shop with a Cop” event for approximately 8 students, 1 teacher and 1 adult chaperone from Willow School, which will take place in San Diego on December 7, 2019 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Climate, Safety and Student Engagement – Action .6: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

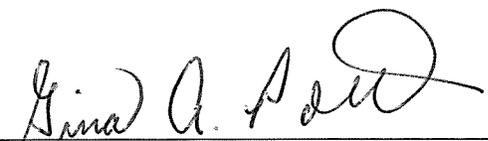
N/A
(Amount)

(Name of funding source and/or location)

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: PURCHASE OF CHROMEBOOKS AND CARTS FOR MIDDLE SCHOOL STUDENTS TO SUPPORT THE NEXT GENERATION SCIENCE PILOT PROCESS

BACKGROUND INFORMATION:

Middle School Teachers are currently piloting Science materials with the purpose of adopting new Next Generation Science core materials. In order to successfully complete the pilot process, students are required to use Chromebooks, for this reason Educational Services Department is requesting approval to purchase Chromebooks for middle school students and carts to properly store and secure the Chromebooks.

Cost implications include:

210 Chromebooks and google licenses from CDW-G ~ \$56,080.50

7 Chromebook Carts from Datel Systems, Incorporated ~ \$10,536.87

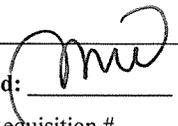
RECOMMENDATION:

Approve the purchase of 210 Chromebooks from CDW-G and 7 Chromebook carts from Datel Systems, Incorporated for students from San Ysidro Middle and Vista Del Mar Middle Schools support the Science pilot process at the total cost of \$66,667.37 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – All students, including English Learners will improve in all content areas
Action 1.2: Pilot and adopt new core curriculum in K-8.

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

\$66,667.37

(Amount)

Supplemental and Concentration Fund

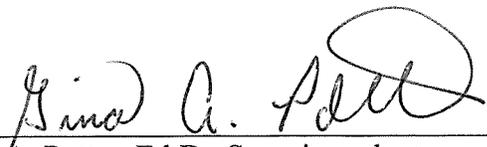
(Name of funding source and/or location)

--

(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



QUOTE CONFIRMATION

DEAR TODD LEWIS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KZSW419	10/30/2019	ED SERVICES	12408780	\$56,080.50

IMPORTANT - PLEASE READ
Fees applied to item(s): 5540903

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Chromebook 14A G5 - 14" - A4 9120C - 4 GB RAM - 16 GB eMMC - US Mfg. Part#: 7CZ87UT#ABA UNSPSC: 43211503 Contract: California AEPA-018A Chromebooks (018-A)	210	5540903	\$220.00	\$46,200.00
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: CalSAVE Technology Contract 527683 (527683)	210	3577022	\$25.00	\$5,250.00
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 5540903	210	654809	\$5.00	\$1,050.00

PURCHASER BILLING INFO	SUBTOTAL	\$51,450.00
Billing Address: SAN YSIDRO SCHOOL DISTRICT ACCTS PAYABLE 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	RECYCLING FEE	\$1,050.00
	SALES TAX	\$3,580.50
	GRAND TOTAL	\$56,080.50
DELIVER TO Shipping Address: SAN YSIDRO SCHOOL DISTRICT TODD LEWIS 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Shipping Method: UPS Ground (1 - 2 Day)	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Jeff Polk

(866) 639-2816

jeffpol@cdwg.com

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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Datel Systems

INCORPORATED



San Diego

4393 Viewridge Ave., Suite C
San Diego, CA 92123
(858) 571-3100

WEBSITE: www.datelsys.com PURCHASE ONLINE: www.datelstore.com

SALES QUOTE	
SQ-312317	10/30/2019

Customer	Contact	Ship To
SAN YSIDRO SCHOOL DISTRICT ACCOUNTS PAYABLE 4350 OTAY MESA ROAD SAN YSIDRO CA 92173 Tel: (619)-4289778 Fax: (619)-4289355	SAN YSIDRO SCHOOL DISTRICT BERTHA PAREDES 4350 OTAY MESA ROAD SAN YSIDRO CA 92173 UNITED STATES Tel: (619)-4289778, (619)-2031896CELL Fax: (619)-4289355	SAN YSIDRO SCHOOL DISTRICT WAREHOUSE 4350 OTAY MESA ROAD SAN YSIDRO CA 92173 UNITED STATES Tel: (619)-4289778 Fax: (619)-4289355

Account	Terms	Due Date	Account Rep	Schedule Date
1841	NET 30 DAYS	11/29/2019	Heidi Groves x1002	10/30/2019
Quotation	PO #	Reference	Ship VIA	Page Printed
SQ-312317		ED SERVICES	Datel Truck	1 10/30/2019 1:56:50PM

L	Item	Description	Qty	Price	UM	Discount	Amount
1	186341	AV CART JAR 40 USER INTELLIGENT	7	\$1,397.00	EA		\$9,779.00
2		MFG PN#MD-5150-SP					
3	409065	HOURLY LABOR RATE LAPTOPS, TABLETS, AIO	7	\$0.00	EA		\$0.00
4		CONSTRUCTION OF CARTS					
5	TRHJG	DATEL TRUCK DELIVERY - HJG	1	\$0.00	EA		\$0.00

No refunds or exchanges after 7 days. Items must include all original packaging, invoice, be in new condition. No returns on special orders/software. Printers can't be returned after toner/ink is installed. Custom Systems and open box returns have a 15% restock fee.

PRINT NAME: _____

CUSTOMER SIGNATURE: _____

CA State C7 Contractors Lic. 880356
San Diego BEAR registration #E27799
San Marcos BEAR registration #E76487

Tax Details
EXEMPT \$0.000
KM \$757.872

Taxable	\$9,779.00
Total Tax	\$757.87
Exempt	\$0.00
Total	\$10,536.87

Balance \$10,536.87

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – NOVEMBER

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 November 14, 2019 Board meeting:

- State of Hunger Luncheon
- Theory of Action Workshop
- Communication Severity Scales (CSS)
- Play & Language: The Roots of Literacy
- Learning Without Tears Workshops
- 2019-20 CAASPP/ELPAC Pretest Workshop
- Build Our Kids' Success (boks) Training of Trainers
- Executive Function in Kids & Teens Who are Smart but Scattered
- ASES, ASSETS & 21st CCLC Grant and Fiscal Management Training
- Restoring Relationships & Building Resilience: How to Connect with and Empower Students with Challenging Behaviors
- 2019 Annual Summit on Student Engagement and Attendance
- 2019 CABE Mini Conference
- The 2019 Landscape Expo
- Mental Health in Schools Convening
- MTSS Community of Practice
- Rain Bird Academy Irrigation Training
- InterDistrict Transfer Essentials
- CTO Technical Meeting
- CADA State Convention/FCMAT ASB Finance

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 \$5,200.00	General, Special Education, CNS and McKinney Vento Funds			--	
(Amount)	(Name of funding source and/or location)			(Funding account number)	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

PROFESSIONAL DEVELOPMENT**Item 14D.3**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Omar Calleros, Amber Elliott, Marta Rodriguez	ASES, ASSETS & 21st CCLC Grant and Fiscal Management Training	SDCOE	November 6, 2019 -Date Changed-	\$0	No Cost
Evelyn Zarzosa, Veronica Medina	State of Hunger Luncheon	San Diego	November 15, 2019	\$70.00 + mileage	CNS & McKinney- Vento Fund
Manuela Colom, Irene Lopez, Rudy Lopez, Rosaleah Pallasigue	2019 CABE Mini Conference	Chula Vista	November 9, 2019	\$400.00	General Fund
Omar Calleros	Theory of Action Workshop	SDCOE	October 18, 2019	\$0	No Cost
Daniel Camberos, Moises Camberos, Ernesto Marquez, Gianfranco Fimbres	The 2019 Landscape Expo	Long Beach	October 24, 2019	\$120.00	General Fund
Kathleen Cordero, Shafali Chaufman, Araceli Flores, Elizabeth Stratton, Genevieve Boulais, Sarah Borron- Trotter, Kara Hutchinson, Mary Davis	Communication Severity Scales (CSS)	SDCOE	December 2, 2019	\$960.00	Special Education Fund
Oscar Madera, Denise Villezcas, Rick Quintana, Sashanae Buchanan, Christian Bockenbauer, Karina Victorino	Mental Health in Schools Convening	SDCOE	October 25, 2019	\$0	No Cost

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PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Marjorie Palacios	Play & Language: The Roots of Literacy	Anaheim, CA	November 7, 2019	\$249.99	To be paid by participant
Marjorie Palacios	Executive Function in Kids & Teens Who are Smart but Scattered	San Diego	Dec. 11-12, 2019	\$499.99	To be paid by participant
Sashanae Buchanan, Christina Bockenbauer, Anais Medina F., Erika Patrick	Restoring Relationships & Building Resilience: How to Connect with and Empower Students with Challenging Behaviors	SCREC	November 13, 2019	\$0	No Cost
Kathleen Cordero, Denise Villezcas	MTSS Community of Practice	Clairemont Mesa	November 1, 2019 January 1, 2020 March 20, 2020 May 15, 2020	\$0	No Cost
Omar Calleros	Build Our Kids' Success (boks) Training of Trainers	San Diego	October 17, 2019	\$0	No Cost
Raiza Belarmino	Learning Without Tears Workshops	San Diego	November 22-23, 2019	\$525.00	Special Education
Adriana Aguilar, Luis Ramos	2019-20 CAASPP/ELPA C Pretest Workshop	SCREC	January 28, 2020	Mileage	General Fund
Adriana Garcia, Maida Gonzalez, Veronica Aguayo, Rodrigo Amezquita, Rafael Estrada, Nirvana Bustos, Marisela Gonzalez	2019 Annual Summit on Student Engagement and Attendance	San Diego	October 28, 2019	\$0	No Cost

14C.4

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Daniel Camberos	Rain Bird Academy Irrigation Training	Las Vegas	December 11-13, 2019	\$1,064.95	General Fund
Guillermina Sandez	CADA State Convention/FC MAT ASB Finance	Reno, NV	March 4-7, 2020	\$1,200.00	General Fund
Cynthia Gonzalez, Sara Almeida, Elizabeth Originales	InterDistrict Transfer Essentials	SDCOE	January 16, 2020	Mileage	General Fund
Todd Lewis	CTO Technical Meeting	SDCOE	November 7, 2019	\$0	No Cost

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #4 (September 24, 2019 through November 1, 2019):
 ▪ General Fund: 0000005647-0000005692, 0000005694, 0000005696-0000005707, 0000005709-000005748, 0000005751-0000005755, 0000005757-0000005765, 0000005768-0000005779, 0000005781-0000005782
 ▪ Child Development Fund: 0000005693, 0000005756, 0000005766-0000005767
 ▪ Child Nutrition Fund: 0000005749-0000005750
 ▪ Capital Projects Fund: 0000005780.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period September 24, 2019 through November 1, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MA
 Requisition #

Financial Implications?
 Yes No

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

Varies
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

PURCHASING BOARD REPORT (09/24/19 - 11/01/19)

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005647	9/24/2019	SAN JOAQUIN COUNTY OF	001374	REGISTRATION FEES	0100	6500000	5200003	054	400.00
0000005648	9/24/2019	SANTEE SCHOOL DISTRICT	0000000678	REGISTRATION FEES	0100	5640000	5800010	052	1,092.00
0000005649	9/25/2019	APPLE INC	002187	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	300.00
0000005650	9/25/2019	ACHIEVE3000, INC	0000000303	CONTRACTED SERVICES	0100	0000001	5800006	061	84,387.96
0000005651	9/25/2019	US GAMES	004560	INSTRUCTIONAL SUPPLIES	0100	0000000	4300013	016	479.15
0000005652	9/25/2019	CDW GOVERNMENT LLC	001012	OFFICE SUPPLIES	0100	0490000	4400000	052	645.42
0000005653	9/25/2019	COMMITTEE FOR CHILDREN	004915	INSTRUCTIONAL SUPPLIES	0100	0000001	4300001	061	7,318.38
0000005654	9/25/2019	NIMCO, INC	004684	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	061	1,624.95
0000005655	9/25/2019	OFFICE DEPOT	000809	OFFICE SUPPLIES	0100	0000000	4300011	061	707.79
0000005656	9/25/2019	LAW OFFICES OF SCHWARTZ&STOREY	004546	LEGAL FEES	0100	0000000	5800150	054	4,500.00
0000005657	9/25/2019	BEAR COMMUNICATIONS, INC.	000041	OFFICE SUPPLIES	0100	0000000	4300011	012	2,149.61
0000005658	9/25/2019	WAXIE SANITARY SUPPLY	000136	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	683.57
0000005659	9/25/2019	THERAPRO, INC.	002326	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	78.66
0000005660	9/25/2019	WAXIE SANITARY SUPPLY	000136	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	4,032.65
0000005661	9/25/2019	SPINITAR/PRESENTATION PRODUCTS	001725	OFFICE SUPPLIES	0100	0000000	4300001	020	1,206.61
0000005662	9/25/2019	OFFICE DEPOT	000809	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	1,376.56
0000005663	9/25/2019	ALPHA SMOG STATION	003410	CONTRACTED SERVICES	0100	8150000	5600005	070	600.00
0000005664	9/25/2019	VECTOR USA	0000000078	CONTRACTED SERVICES -Firewall	0100	0000000	5800010	067	11,721.87
0000005665	9/25/2019	SCHOLASTIC , INC	000273	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	673.94
0000005666	9/25/2019	OFFICE DEPOT	000809	LIBRARY SUPPLIES	0100	0000000	4300001	020	377.84
0000005667	9/25/2019	VERBAL BEHAVIOR ASSOCIATES	0000000492	CONTRACTED SERVICES	0100	6500000	5800010	054	2,400.00
0000005668	9/25/2019	OFFICE DEPOT	000809	OFFICE SUPPLIES	0100	8150000	4300011	070	276.92
0000005669	9/25/2019	US GAMES	004560	INSTRUCTIONAL SUPPLIES	0100	0000000	4300013	016	102.31
0000005670	9/25/2019	OFFICE DEPOT	000809	OFFICE SUPPLIES	0100	0000000	4300011	022	679.69
0000005671	9/25/2019	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	071	139.96
0000005672	9/26/2019	ACSA	002874	MEMBERSHIP	0100	0000000	5300000	064	1,603.00
0000005673	9/30/2019	PITNEY BOWES	001339	CONTRACTED SERVICES	0100	0000000	5600005	071	1,530.00
0000005674	9/30/2019	DAILY JOURNAL CORPORATION	0000000443	CONTRACTED SERVICES	0100	0000000	5800007	071	80.84
0000005675	10/1/2019	WILLIAM V. MAC GILL & CO.	001755	MEDICAL SUPPLIES	0100	0000000	4300010	024	1,611.19
0000005676	10/1/2019	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	2,067.33
0000005677	10/1/2019	SCHOOL SPECIALTY	000535	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	2,183.12
0000005678	10/1/2019	SPINITAR/PRESENTATION PRODUCTS	001725	OFFICE SUPPLIES	0100	0000000	4300001	024	646.18
0000005679	10/1/2019	GARY SNEAG O.D. OPTOMETRIC CORP	0000000389	PROFESSIONAL SERVICES	0100	6500000	5800010	054	2,400.00
0000005680	10/1/2019	BEST BEST & KRIEGER LLP	004309	LEGAL FEES	0100	0000000	5800002	063	28,712.37
0000005681	10/2/2019	COMPLIANCE POSTER COMPANY	001685	OFFICE SUPPLIES	0100	0000000	4300011	062	106.20
0000005682	10/2/2019	AGUILAR ARCHITECTS, INC	004901	PROFESSIONAL SERVICES - DSA Closing	0100	9010075	6200007	080	27,230.00
0000005683	10/2/2019	ALLIANCE ENGINEERING OF CALIFORNIA, INC	0000000047	PROFESSIONAL SERVICES - DSA Closing	0100	9010075	6200004	012	13,697.28
0000005684	10/2/2019	CITY NATIONAL BANK	004267	PROFESSIONAL SERVICES	0100	0000000	5800010	071	7,863.92
0000005685	10/2/2019	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	212.97
0000005686	10/2/2019	ROCHESTER 100 INC.	002711	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	1,163.70
0000005687	10/2/2019	BEAR COMMUNICATIONS, INC.	000041	OFFICE SUPPLIES	0100	0000000	4300001	024	3,194.79
0000005688	10/3/2019	ILLUMINATE EDUCATION INC.	0000000326	CONTRACTED SERVICES - License renewal	0100	0000001	5800006	061	27,450.00
0000005689	10/3/2019	SCHOLASTIC , INC	000273	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	3,622.81

PURCHASING BOARD REPORT (09/24/19 - 11/01/19)

PO No.	PO Date	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
000005690	10/3/2019	ULINE	002990		OFFICE SUPPLIES	0100	0000000	4400000	022	1,216.49
000005691	10/3/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	179.58
000005692	10/3/2019	PRESIDENT'S EDUCATION AWARDS	001612		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	205.72
000005694	10/3/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	6,787.25
000005696	10/3/2019	OFFICE DEPOT	000809		OFFICE SUPPLIES	0100	0000000	4300001	018	145.40
000005697	10/3/2019	SPINITAR/PRESENTATION PRODUCTS	001725		OFFICE SUPPLIES	0100	0000000	4300001	016	1,141.77
000005698	10/3/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0000000	4400000	024	1,051.21
000005699	10/3/2019	OFFICE DEPOT	000809		OFFICE SUPPLIES	0100	0000000	4300011	062	89.03
000005700	10/3/2019	APPLE INC	002187		OFFICE EQUIPMENT	0100	3327000	4400000	054	1,791.88
000005701	10/3/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	052	209.39
000005702	10/3/2019	SOUTHWEST SCHOOL & OFFICE	003377		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	5,640.71
000005703	10/3/2019	THERAPRO, INC.	002326		INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	200.71
000005704	10/7/2019	CROSS COUNTRY STAFFING, INC.	000000679		PROFESSIONAL SERVICES	0100	6500000	5800010	054	50,000.00
000005705	10/9/2019	ACSA FOUNDATION FOR EDUCATIONAL	0000000315		REGISTRATION FEE	0100	4035000	5200003	061	2,570.00
000005706	10/9/2019	WILLIAM V. MAC GILL & CO.	001755		MEDICAL SUPPLIES	0100	0000000	4300010	025	162.16
000005707	10/9/2019	AELTINE SCHOOL	002032		PROFESSIONAL SERVICES -Non Public	0100	6500000	5800009	054	46,471.96
000005709	10/9/2019	DECISIONSITE	002130		PROFESSIONAL SERVICES	0100	0000000	5800006	071	995.00
000005710	10/9/2019	UNITED PLUMBING HEATING AIR	004420		CONTRACTED SERVICES	0100	8150000	5600005	070	2,990.06
000005711	10/9/2019	RUSS' BEE REMOVAL	001452		CONTRACTED SERVICES	0100	0000000	5600005	069	250.00
000005712	10/9/2019	STANLEY CONVERGENT SECURITY	003888		CONTRACTED SERVICES	0100	8150000	5600005	070	2,004.18
000005713	10/9/2019	CDW GOVERNMENT LLC	001012		OFFICE SUPPLIES	0100	0000000	4300001	024	201.10
000005714	10/9/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	31.19
000005715	10/9/2019	AMAZON.COM, INC.	004678		OFFICE SUPPLIES	0100	0982000	4300011	074	902.95
000005716	10/9/2019	THERAPRO, INC.	002326		INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	237.54
000005717	10/10/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	218.22
000005718	10/10/2019	OFFICE DEPOT	000809		OFFICE SUPPLIES	0100	0982000	4300011	074	161.59
000005719	10/10/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	255.51
000005720	10/10/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	457.74
000005721	10/10/2019	FUN AND FUNCTION, LLC	004792		INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	234.86
000005722	10/10/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	873.00
000005723	10/11/2019	NORTH COUNTY EDUCATIONAL	001671		DUES & MEMBERSHIPS	0100	0000000	5300000	071	400.00
000005724	10/11/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	68.94
000005725	10/11/2019	HARBOR FREIGHT TOOLS	002153		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	107.71
000005725	10/11/2019	HARBOR FREIGHT TOOLS	002153		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	33.21
000005726	10/11/2019	HENRY APONTE	003589		INSTRUCTIONAL SUPPLIES	0100	3010000	5600000	022	4,000.00
000005727	10/14/2019	AMAZON.COM, INC.	004678		OFFICE SUPPLIES	0100	0000000	4300001	012	408.68
000005728	10/14/2019	THERAPRO, INC.	002326		INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	277.34
000005729	10/14/2019	CDW GOVERNMENT LLC	001012		OFFICE SUPPLIES	0100	5630000	4300011	061	509.67
000005730	10/14/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	1,446.55
000005731	10/14/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	35.57
000005732	10/14/2019	AMAZON.COM, INC.	004678		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	323.20
000005733	10/15/2019	EL FOLKLOR MEXICANO INC.	000000604		INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	140.01
000005734	10/15/2019	WAL- MART COMMUNITY/GEGRB	003192		REFRESHMENTS	0100	0000000	4300015	061	400.00

PURCHASING BOARD REPORT (09/24/19 - 11/01/19)

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005735	10/18/2019	000535	SCHOOL SPECIALTY		0100	0000000	4300001	024	134.68
0000005736	10/18/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	025	67.95
0000005737	10/18/2019	0000000390	DANNIS WOLIVER KELLEY		0100	0000000	5800150	054	4,932.50
0000005738	10/18/2019	004678	AMAZON.COM, INC.		0100	0000000	4300011	020	22.17
0000005739	10/18/2019	000809	OFFICE DEPOT		0100	5630000	4300011	061	1,152.14
0000005740	10/18/2019	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300001	022	3,539.25
0000005741	10/18/2019	004818	HOWARD TARAS		0100	5640000	5800010	052	70.00
0000005742	10/21/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	025	1,248.28
0000005743	10/21/2019	0000001138	BILL HOWE PLUMBING, INC		0100	8150000	5600005	070	280.00
0000005744	10/22/2019	0000000659	RELATIONSHIPS AT WORK, INC.		0100	0000000	5800000	071	1,200.00
0000005745	10/22/2019	004309	BEST BEST & KRIEGER LLP		0100	0000000	5800002	063	13,888.20
0000005746	10/22/2019	0000000681	ROBOMATTER INCORPORATED		0100	3010000	4300001	022	599.00
0000005747	10/22/2019	004698	DOCUMENT TRACKING SERVICES,		0100	0000000	5800010	061	2,500.00
0000005748	10/22/2019	0000000338	MAXIM HEALTHCARE SERVICES, INC		0100	0000000	5800010	061	120,000.00
0000005751	10/25/2019	004678	AMAZON.COM, INC.		0100	0000000	4300011	012	287.95
0000005752	10/25/2019	000336	MCGRAW-HILL		0100	6300000	4100000	061	256.42
0000005753	10/28/2019	003249	CABE SD SOUTH COUNTY		0100	0300101	5200003	063	200.00
0000005754	10/28/2019	004678	AMAZON.COM, INC.		0100	0490000	4300001	052	191.03
0000005755	10/28/2019	004678	AMAZON.COM, INC.		0100	0000000	4300020	069	650.24
0000005757	10/28/2019	0000000656	CHULA VISTA SCHOOL DISTRICT		0100	0983000	5800018	074	1,280.00
0000005758	10/29/2019	000809	OFFICE DEPOT		0100	6500000	4300011	054	1,033.60
0000005759	10/29/2019	0000000674	MOBYMAX LLC		0100	0000000	5800006	024	597.00
0000005760	10/29/2019	004678	AMAZON.COM, INC.		0100	3010000	4300001	022	2,340.16
0000005761	10/29/2019	002771	SMART & FINAL		0100	0300008	4300015	022	1,000.00
0000005762	10/30/2019	000809	OFFICE DEPOT		0100	0000000	4300011	024	835.33
0000005763	10/30/2019	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300001	024	1,403.34
0000005764	10/30/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	022	93.02
0000005765	10/30/2019	000809	OFFICE DEPOT		0100	0000000	4300001	022	134.69
0000005768	10/30/2019	004678	AMAZON.COM, INC.		0100	0000000	4300011	024	278.35
0000005769	10/30/2019	004678	AMAZON.COM, INC.		0100	0000001	4300001	061	2,011.17
0000005770	10/30/2019	004822	CALIFORNIA FINANCIAL SERVICES		0100	0000000	5800010	071	20,000.00
0000005771	10/30/2019	003624	SAN YSIDRO SCHOOL DISTRICT		0100	0000000	5450000	071	20,000.00
0000005772	10/30/2019	004678	AMAZON.COM, INC.		0100	0000000	4300001	024	508.23
0000005773	10/30/2019	004678	AMAZON.COM, INC.		0100	6500000	4300001	054	53.88
0000005774	10/31/2019	001012	CDW GOVERNMENT LLC		0100	0000000	5800006	071	426.16
0000005775	10/31/2019	004215	COOPERATIVE STRATEGIES LLC		0100	0000000	5800000	071	4,456.25
0000005776	10/31/2019	003722	PEARSON		0100	6500000	4300003	054	5,028.83
0000005777	10/31/2019	001238	GOPHER SPORT		0100	0000000	4300013	025	319.80
0000005778	11/01/2019	004742	ALBERTO CARLOS HERRERA		0100	0980002	4300001	061	20,000.00
0000005779	11/01/2019	002990	ULINE		0100	0000000	4300001	022	588.01
0000005780	11/01/2019	000124	WILKINSON HADLEY KING &		0100	0000000	5800001	071	1,825.00
0000005782	11/1/2019	000809	OFFICE DEPOT		0100	0000000	4300001	022	4,525.52

PURCHASING BOARD REPORT (09/24/19 - 11/01/19)

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
					Total for 0100				629,116.77
0000005693	10/3/2019	003147	CALIFORNIA DEPARTMENT OF	OVERPAYMENT CHILD DEV. 17-18	1200	6105000	8590000	000	190,426.00
0000005756	10/28/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300020	076	2,999.08
0000005766	10/30/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	5210000	4300001	076	1,217.53
0000005767	10/30/2019	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	1200	5210000	4300001	076	26.15
					Total for 1200				194,668.76
0000005749	10/24/2019	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	1300	5310000	5600005	085	5,000.00
0000005750	10/25/2019	004645	IMAGE ONE CORPORATION	CONTRACTED SERVICES	1300	5310000	5800006	085	2,886.30
					Total for 1300				7,886.30
0000005780	11/1/2019	0000000371	U.S. BANK	PROFESSIONAL SERVICES	4901	9010000	5800010	010	10,000.00
					Total for 4901				10,000.00
					Grand Total				841,671.83

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM: Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW
 Informational
 Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

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

The following are expenditures incurred by the District during the period of September 25, 2019 through November 4, 2019 with checks #14-595606 through #14-611228 for a total expenditure of \$1,427,662.83 from the following sources:

General Fund - \$1,151,532.11
 Child Development- \$191,137.41
 Child Nutrition- \$84,993.31

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of September 25, 2019 through November 4, 2019 for a total expenditure of \$1,427,662.83.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>MW</u>
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?		Requisition #		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
\$1,427,662.83 (Amount)	Various (see above) (Name of funding source and/or location)		-- (Funding account number)		

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

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

EXPENDITURE REPORT 09/25/19-11/4/19

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14595606	WEX BANK	9/25/2019	3404.19	0100	CONTRACTED SERVICES
14595607	SMART & FINAL	9/25/2019	57.51	0100	REFRESHMENTS
14595608	WAL- MART COMMUNITY/GEGRB	9/25/2019	719.08	0100	OFFICE SUPPLIES
14595609	FOLLETT SCHOOL SOLUTIONS,INC	9/25/2019	42221.06	0100	INSTRUCTIONAL SUPPLIES
14596123	P.I.P.S.	9/26/2019	77751.66	0100	PROFESSIONAL SERVICES
14596124	COMMUNITY SPORTS - COMSPORTS	9/26/2019	1400.00	0100	CONTRACTED SERVICES
14596125	DUNN-EDWARDS CORP.	9/26/2019	704.05	0100	MAINTENANCE SUPPLIES
14596126	OFFICE DEPOT	9/26/2019	3377.35	0100	INSTRUCTIONAL SUPPLIES
14596127	KONE INC	9/26/2019	10803.26	0100	CONTRACTED SERVICES
14596128	PERMA BOUND PUB.	9/26/2019	13581.01	0100	INSTRUCTIONAL SUPPLIES
14596129	VALLEY INDUSTRIAL SPECIALTIES	9/26/2019	684.01	0100	MAINTENANCE SUPPLIES
14596130	COMMITTEE FOR CHILDREN	9/26/2019	49620.60	0100	CONTRACTED SERVICES
14596131	XEROX CORPORATION	9/26/2019	447.73	0100	MAINTENANCE AGREEMENT
14596676	VECTOR USA	9/27/2019	9222.26	0100	PROFESSIONAL SERVICES
14596677	JOHNSON CONTROLS	9/27/2019	2392.79	0100	CONTRACTED SERVICES
14596678	ZONAR SYSTEMS	9/27/2019	6131.28	0100	CONTRACTED SERVICES
14596679	ACSA	9/27/2019	1603.00	0100	MEMBERSHIP
14597212	D&D WILDLIFE HABITAT RESTORATION, INC.	9/30/2019	1150.00	0100	MAINTENANCE AGREEMENT
14597213	SAN JOAQUIN COUNTY OF	9/30/2019	400.00	0100	REGISTRATION FEES
14597214	CALIFORNIA ELECTRIC SUPPLY	9/30/2019	2957.24	0100	MAINTENANCE SUPPLIES
14597215	BEST BUY	9/30/2019	34646.25	0100	INSTRUCTIONAL SUPPLIES
14597610	AARDVARK ANT & PEST CONTROL INC.	10/1/2019	705.00	0100	CONTRACTED SERVICES
14597611	LAW OFFICES OF SCHWARTZ&STOREY	10/1/2019	4500.00	0100	LEGAL FEES
14598034	BIJAN ZELLI	10/2/2019	46.98	0100	MILEAGE
14598035	CRISTINA D'OLEIRE	10/2/2019	51.56	0100	REIMBURSEMENT
14598036	MARK KIRCHER	10/2/2019	60.73	0100	MILEAGE
14598037	DAILY JOURNAL CORPORATION	10/2/2019	80.84	0100	CONTRACTED SERVICES
14598038	ALEXIS TAPIA	10/2/2019	29.29	0100	MILEAGE
14598039	EFRAIN IVAN MANRIQUEZ	10/2/2019	101.21	0100	MILEAGE
14598040	DANIEL CHAVEZ	10/2/2019	108.17	0100	MILEAGE
14598041	KARINA VICTORINO	10/2/2019	19.02	0100	MILEAGE
14598042	YOLANDA OLSZEWSKI	10/2/2019	33.06	0100	REIMBURSEMENT
14598043	NATHAN PORLAS	10/2/2019	23.78	0100	MILEAGE

EXPENDITURE REPORT 09/25/19-11/4/19

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14598044	WILLIAM PITTS	10/2/2019	51.04	0100	MILEAGE
14598045	WAXIE SANITARY SUPPLY	10/2/2019	12037.20	0100	CUSTODIAL SUPPLIES
14598046	PITNEY BOWES	10/2/2019	382.50	0100	CONTRACTED SERVICES
14598047	SOUTHWEST SCHOOL & OFFICE	10/2/2019	9829.57	0100	INSTRUCTIONAL SUPPLIES
14598048	ROMEO DIACOSTA	10/2/2019	74.84	0100	MILEAGE
14598644	ACHIEVE3000, INC	10/3/2019	84387.96	0100	CONTRACTED SERVICES
14598645	SANTEE SCHOOL DISTRICT	10/3/2019	1092.00	0100	REGISTRATION FEES
14598646	HOME DEPOT	10/3/2019	461.28	0100	GROUND SUPPLIES
14598647	REPUBLIC SERVICES	10/3/2019	15521.60	0100	CONTRACTED SERVICES
14598648	ZONAR SYSTEMS	10/3/2019	2119.41	0100	TRANSPORTATION SUPPLIES
14598649	SOUTHWEST SCHOOL & OFFICE	10/3/2019	2789.28	0100	INSTRUCTIONAL SUPPLIES
14598650	CITY NATIONAL BANK	10/3/2019	7863.92	0100	PROFESSIONAL SERVICES
14598651	AGUILAR ARCHITECTS, INC	10/3/2019	14165.00	0100	PROFESSIONAL SERVICES
14599359	EBS - EDUATIONAL BASED SERVICES	10/4/2019	23850.00	0100	PROFESSIONAL SERVICES
14599360	SUPERIOR RAIN GUTTERS AND AWNING, INC	10/4/2019	14976.00	0100	CONTRACTED SERVICES
14599361	THE ED LADDER	10/4/2019	1590.00	0100	CONTRACTED SERVICES
14599362	ENRIQUETA MENDEZ	10/4/2019	47.99	0100	REIMBURSEMENT
14599363	DUNN-EDWARDS CORP.	10/4/2019	1000.00	0100	MAINTENANCE SUPPLIES
14599364	SOUTH BAY FENCE, INC.	10/4/2019	2995.00	0100	CONTRACTED SERVICES
14599365	REFRIGERATION SUPPLIES	10/4/2019	257.76	0100	MAINTENANCE SUPPLIES
14599366	OFFICE DEPOT	10/4/2019	223.25	0100	OFFICE SUPPLIES
14599367	HOME DEPOT	10/4/2019	713.61	0100	MAINTENANCE SUPPLIES
14599368	MANUEL BOJORQUEZ	10/4/2019	32.71	0100	REIMBURSEMENT
14599369	SHIRLEY ISLAS	10/4/2019	9.28	0100	MILEAGE
14599370	CALIFORNIA ELECTRIC SUPPLY	10/4/2019	246.22	0100	MAINTENANCE SUPPLIES
14599372	OPTIMUM FLOORCARE	10/4/2019	729.93	0100	CUSTODIAL SUPPLIES
14599373	FOLLETT SCHOOL SOLUTIONS,INC	10/4/2019	1563.94	0100	INSTRUCTIONAL SUPPLIES
14600452	MRC SMART TECHNOLOGY SOLUTIONS	10/8/2019	6058.66	0100	PRINTERS LEASE AGREEMENT
14601167	SUPERIOR RAIN GUTTERS AND AWNING, INC	10/9/2019	8736.00	0100	CONTRACTED SERVICES
14601168	COCHLEAR AMERICAS	10/9/2019	440.61	0100	INSTRUCTIONAL SUPPLIES
14601169	HOME DEPOT	10/9/2019	2544.75	0100	MAINTENANCE SUPPLIES
14601170	RAINBOW BOOK COMPANY	10/9/2019	11989.84	0100	INSTRUCTIONAL SUPPLIES
14601171	REALLY GOOD STUFF, LLC	10/9/2019	286.93	0100	INSTRUCTIONAL SUPPLIES

EXPENDITURE REPORT 09/25/19-11/4/19

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14601172	RCP BLOCK & BRICK	10/9/2019	1487.70	0100	GROUND SUPPLIES
14601173	FEDEX	10/9/2019	62.63	0100	POSTAGE FEES
14601174	HD SUPPLY FACILITIES	10/9/2019	2288.20	0100	MAINTENANCE SUPPLIES
14601175	COMMITTEE FOR CHILDREN	10/9/2019	657.00	0100	INSTRUCTIONAL SUPPLIES
14601793	DIXIELINE LUMBER CO	10/10/2019	1516.37	0100	MAINTENANCE SUPPLIES
14601794	ASELTINE SCHOOL	10/10/2019	8398.52	0100	PROFESSIONAL SERVICES
14602285	UNITED PLUMBING HEATING AIR	10/11/2019	2775.00	0100	CONTRACTED SERVICES
14602771	OSCAR MADERA	10/14/2019	172.24	0100	CONFERENCE REIMBURSEMENT
14602772	ARAMARK UNIFORM & CAREER APPAREL, LLC	10/14/2019	59.46	0100	MECHANIC SUPPLIES
14602773	WAL- MART COMMUNITY/GECRB	10/14/2019	107.23	0100	INSTRUCTIONAL SUPPLIES
14603291	MARISELA GONZALEZ	10/15/2019	25.00	0100	REIMBURSEMENT
14603293	ALEXIS TAPIA	10/15/2019	33.52	0100	MILEAGE
14603294	SASHANAE BUCHANAN	10/15/2019	38.97	0100	REIMBURSEMENT
14603295	ENRIQUETA MENDEZ	10/15/2019	22.94	0100	REIMBURSEMENT
14603306	ARELY AMES	10/15/2019	18.37	0100	REIMBURSEMENT
14603948	ALLIANCE ENGINEERING OF CALIFORNIA, INC	10/16/2019	1348.48	0100	PROFESSIONAL SERVICES
14603949	AVID CENTER	10/16/2019	3300.00	0100	REGISTRATIONS
14603950	OFFICESUPPLY.COM	10/16/2019	172.72	0100	INSTRUCTIONAL SUPPLIES
14603951	ILLUMINATE EDUCATION INC.	10/16/2019	27450.00	0100	CONTRACTED SERVICES
14603952	KARINA VICTORINO	10/16/2019	123.31	0100	MILEAGE
14603953	THE ED LADDER	10/16/2019	1470.00	0100	CONTRACTED SERVICES
14603954	IXL LEARNING INC.	10/16/2019	599.00	0100	INSTRUCTIONAL SUPPLIES
14603955	MOBYMAX LLC	10/16/2019	199.00	0100	INSTRUCTIONAL SUPPLIES
14603956	DEMCO INC.	10/16/2019	328.62	0100	LIBRARY SUPPLIES
14603957	SAN DIEGO GAS & ELECTRIC	10/16/2019	6404.49	0100	CONTRACTED SERVICES
14603958	CITY TREASURER	10/16/2019	44846.68	0100	CONTRACTED SERVICES
14603959	LAKESHORE	10/16/2019	5568.00	0100	DUES & MEMBERSHIP
14603960	SCHOOL SPECIALTY	10/16/2019	1315.61	0100	INSTRUCTIONAL SUPPLIES
14603961	SPRINT	10/16/2019	4142.77	0100	CONTRACTED SERVICES
14603962	THE INSTITUTE FOR EFFECTIVE	10/16/2019	14795.62	0100	PROFESSIONAL SERVICES
14603963	SOUTH BAY FENCE, INC.	10/16/2019	19785.00	0100	CONTRACTED SERVICES
14603964	ORIENTAL TRADING COMPANY, INC.	10/16/2019	471.78	0100	INSTRUCTIONAL SUPPLIES
14603965	HOME DEPOT	10/16/2019	133.60	0100	MAINTENANCE SUPPLIES

EXPENDITURE REPORT 09/25/19-11/4/19

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14603966	JOHNSON CONTROLS	10/16/2019	5222.77	0100	CONTRACTED SERVICES
14603967	THE LIBRARY STORE, INC.	10/16/2019	287.80	0100	LIBRARY SUPPLIES
14603968	RUSS' BEE REMOVAL	10/16/2019	250.00	0100	CONTRACTED SERVICES
14603969	UNITED RENTALS	10/16/2019	283.56	0100	CONTRACTED SERVICES
14603970	ANIXTER INC	10/16/2019	205.16	0100	MAINTENANCE SUPPLIES
14603971	IMPERIAL SPRINKLER SUPPLY	10/16/2019	296.42	0100	GROUPS SUPPLIES
14603972	FEDEX	10/16/2019	17.92	0100	CONTRACTED SERVICES
14603973	ROMEO DIACOSTA	10/16/2019	40.55	0100	MILEAGE
14603974	VERONICA MEDINA	10/16/2019	128.18	0100	MILEAGE
14603975	STANLEY CONVERGENT SECURITY	10/16/2019	2004.18	0100	CONTRACTED SERVICES
14603976	RUSSELL SIGLER, INC	10/16/2019	2651.73	0100	MAINTENANCE SUPPLIES
14603977	BEST BEST & KRIEGER LLP	10/16/2019	28712.37	0100	LEGAL FEES
14603978	GALLAGHER BENEFIT SERVICES, INC	10/16/2019	444.55	0100	PROFESSIONAL SERVICES
14603979	US GAMES	10/16/2019	479.16	0100	INSTRUCTIONAL SUPPLIES
14603980	SIR SPEEDY PRINTING 02890	10/16/2019	48.94	0100	OFFICE SUPPLIES
14603981	ABA EDUCATION FOUNDATION	10/16/2019	1462.50	0100	PROFESSIONAL SERVICES
14603982	XEROX CORPORATION	10/16/2019	5456.98	0100	COPIER LEASE AGREEMENT
14603983	STOTZ EQUIPMENT	10/16/2019	429.21	0100	GROUND SUPPLIES
14604554	MRC SMART TECHNOLOGY SOLUTIONS	10/17/2019	6175.69	0100	MAINTENANCE AGREEMENT
14604555	CROSS COUNTRY STAFFING, INC.	10/17/2019	700.00	0100	CONTRACTED SERVICES
14604556	DUNN-EDWARDS CORP.	10/17/2019	547.68	0100	MAINTENANCE SUPPLIES
14604557	REFRIGERATION SUPPLIES	10/17/2019	659.99	0100	MAINTENANCE SUPPLIES
14604558	RCP BLOCK & BRICK	10/17/2019	840.75	0100	GROUND SUPPLIES
14604559	PERMA BOUND PUB.	10/17/2019	4993.55	0100	INSTRUCTIONAL SUPPLIES
14604560	CALIFORNIA ELECTRIC SUPPLY	10/17/2019	536.65	0100	MAINTENANCE SUPPLIES
14604561	SOUTHWEST SCHOOL & OFFICE	10/17/2019	1867.85	0100	PUBLICATION SUPPLIES
14604562	DASH MEDICAL GLOVE INC.	10/17/2019	1010.70	0100	MEDICAL SUPPLIES
14604563	AMAZON.COM, INC.	10/17/2019	21180.77	0100	INSTRUCTIONAL SUPPLIES
14605190	CORODATA RECORDS MANAGEMENT, INC.	10/18/2019	255.01	0100	CONTRACTED SERVICES
14605191	MAXIM HEALTHCARE SERVICES, INC	10/18/2019	8437.26	0100	PROFESSIONAL SERVICES
14605192	TRANSFINDER CORPORATION	10/18/2019	3500.00	0100	REGISTRATION FEES
14605193	MYSTERY SCIENCE INC.	10/18/2019	749.00	0100	INSTRUCTIONAL SUPPLIES
14605194	LAKESHORE	10/18/2019	532.12	0100	INSTRUCTIONAL SUPPLIES

EXPENDITURE REPORT 09/25/19-11/4/19

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14605195	SCHOLASTIC, INC	10/18/2019	189.75	0100	INSTRUCTIONAL SUPPLIES
14605196	GRAINGER	10/18/2019	2048.84	0100	MAINTENANCE SUPPLIES
14605197	ACADEMIC THERAPY PUBLICATIONS	10/18/2019	254.85	0100	INSTRUCTIONAL SUPPLIES
14605199	HOME DEPOT	10/18/2019	1094.50	0100	OFFICE SUPPLIES
14605200	VALLEY INDUSTRIAL SPECIALTIES	10/18/2019	3335.08	0100	MAINTENANCE SUPPLIES
14605201	SAN DIEGO COUNTY SUPERINTENDEN	10/18/2019	225.00	0100	REGISTRATION FEES
14605202	BEST BUY	10/18/2019	115.26	0100	TECHNOLOGY SUPPLIES
14605203	RUSSELL SIGLER, INC	10/18/2019	974.61	0100	MAINTENANCE SUPPLIES
14605204	PRO POWER	10/18/2019	66.93	0100	GROUNDS SUPPLIES
14605205	CREATIVE BUS SALES, INC.	10/18/2019	2630.61	0100	CONTRACTED SERVICES
14605206	SAN DIEGO CENTER FOR CHILDREN	10/18/2019	4047.92	0100	PROFESSIONAL SERVICES
14605207	FLYERS ENERGY	10/18/2019	5333.30	0100	BUSES FUEL
14606400	EBS - EDUATIONAL BASED SERVICES	10/22/2019	24600.00	0100	PROFESSIONAL SERVICES
14606401	PAULO AZEVEDO	10/22/2019	154.28	0100	MILEAGE
14606402	LAKESHORE	10/22/2019	810.57	0100	INSTRUCTIONAL SUPPLIES
14606962	ARDOR HEALTH SOLUTIONS	10/23/2019	11210.00	0100	PROFESSIONAL SERVICES
14606963	RELATIONSHIPS AT WORK, INC.	10/23/2019	1200.00	0100	PROFESSIONAL SERVICES
14606964	PARADIGM HEALTHCARE SERVICES	10/23/2019	500.00	0100	PROFESSIONAL SERVICES
14606965	HAWTHORNE MACHINERY	10/23/2019	3187.74	0100	MAINTENANCE SUPPLIES
14606966	CURRICULUM ASSOC. INC.	10/23/2019	3852.07	0100	INSTRUCTIONAL SUPPLIES
14606967	BENCHMARK EDUCATION COMPANY	10/23/2019	18203.11	0100	INSTRUCTIONAL SUPPLIES
14606968	BEST BEST & KRIEGER LLP	10/23/2019	13888.20	0100	LEGAL SERVICES
14606969	AMAZON.COM, INC.	10/23/2019	10791.40	0100	INSTRUCTIONAL SUPPLIES
14606971	DOCUMENT TRACKING SERVICES,	10/23/2019	2500.00	0100	CONTRACTED SERVICES
14607642	P.I.P.S.	10/24/2019	77751.66	0100	PROFESSIONAL SERVICES
14607643	BIJAN ZELLI	10/24/2019	24.36	0100	MILEAGE
14607644	ACSA FOUNDATION FOR EDUCATIONAL	10/24/2019	2570.00	0100	REGISTRATION FEE
14607645	MAXIM HEALTHCARE SERVICES, INC	10/24/2019	24684.33	0100	PROFESSIONAL SERVICES
14607646	CAPITOL ADVISORS GROUP, LLC	10/24/2019	2000.00	0100	PROFESSIONAL SERVICES
14607647	DAVID FARKAS	10/24/2019	17.74	0100	CONFERENCE REIMBURSEMENT
14607648	COURTNEY TIRE SERVICE	10/24/2019	570.90	0100	MAINTENANCE SUPPLIES
14607649	JOHNSON CONTROLS	10/24/2019	2611.18	0100	CONTRACTED SERVICES
14607650	APPLE INC	10/24/2019	300.00	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14607651	FLEETWASH INC	10/24/2019	333.32	0100	CONTRACTED SERVICES
14607652	ALPHA SMOG STATION	10/24/2019	358.25	0100	CONTRACTED SERVICES
14608588	ACADEMIC BRAG TAGS	10/28/2019	930.81	0100	INSTRUCTIONAL SUPPLIES
14608589	BILL HOWE PLUMBING, INC	10/28/2019	280.00	0100	CONTRACTED SERVICES
14608590	KEENAN & ASSOCIATES	10/28/2019	3882.56	0100	CONTRACTED SERVICES
14608591	GARY SNEAG O.D. OPTOMETRIC CORP	10/28/2019	200.00	0100	PROFESSIONAL SERVICES
14608592	COMMUNITY PLAYTHINGS	10/28/2019	646.50	0100	OFFICE SUPPLIES
14608593	PANERA BREAD COMPANY	10/28/2019	124.04	0100	REFRESHMENTS
14608594	AARDVARK ANT & PEST CONTROL INC.	10/28/2019	885.00	0100	CONTRACTED SERVICES
14608595	BULK BOOKSTORE	10/28/2019	4788.00	0100	INSTRUCTIONAL SUPPLIES
14608596	SCHOOL SPECIALTY	10/28/2019	2183.12	0100	INSTRUCTIONAL SUPPLIES
14608597	LOS ANGELES COUNTY OFFICE	10/28/2019	172.94	0100	INSTRUCTIONAL SUPPLIES
14608598	OFFICE DEPOT	10/28/2019	5301.47	0100	OFFICE SUPPLIES
14608599	HOME DEPOT	10/28/2019	5476.39	0100	MAINTENANCE SUPPLIES
14608600	RANCHO SAN DIEGO NURSERY INC	10/28/2019	787.75	0100	GROUPS SUPPLIES
14608601	AUDIOMETRICS	10/28/2019	180.00	0100	CONTRACTED SERVICES
14608602	THERAPRO, INC.	10/28/2019	270.65	0100	INSTRUCTIONAL SUPPLIES
14608604	TEAMTALK NETWORK	10/28/2019	397.80	0100	CONTRACTED SERVICES
14608605	OTAY MESA SALES INC.	10/28/2019	743.47	0100	MAINTENANCE SUPPLIES
14609056	MRC SMART TECHNOLOGY SOLUTIONS	10/29/2019	6093.14	0100	PRINTERS LEASE AGREEMENT
14609057	XEROX FINANCIAL SERVICES	10/29/2019	9274.25	0100	PROFESSIONAL SERVICES
14609058	AMPLIFY EDUCATION INC.	10/29/2019	3257.80	0100	INSTRUCTIONAL SUPPLIES
14609059	WEX BANK	10/29/2019	4048.93	0100	CONTRACTED SERVICES
14609061	WILLIAM V. MAC GILL & CO.	10/29/2019	1611.24	0100	MEDICAL SUPPLIES
14609062	ROCHESTER 100 INC.	10/29/2019	1080.00	0100	INSTRUCTIONAL SUPPLIES
14609063	ALPHA SMOG STATION	10/29/2019	200.00	0100	CONTRACTED SERVICES
14609064	NIMCO, INC	10/29/2019	1628.06	0100	INSTRUCTIONAL SUPPLIES
14609701	CAROLINA JAIME	10/30/2019	15.08	0100	MILEAGE
14609702	EFRAIN IVAN MANRIQUEZ	10/30/2019	69.77	0100	MILEAGE
14609703	DAVID FARKAS	10/30/2019	152.41	0100	CONFERENCE REIMBURSEMENT
14610176	OSCAR MADERA	10/31/2019	233.04	0100	CONFERENCE REIMBURSEMENT
14610177	EMERGENCYKITS.COM	10/31/2019	2014.81	0100	MEDICAL SUPPLIES
14610178	ROMEO DIACOSTA	10/31/2019	188.98	0100	CONFERENCE REIMBURSEMENT

EXPENDITURE REPORT 09/25/19-11/4/19

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14610179	SAN YSIDRO SCHOOL DISTRICT	10/31/2019	4143.15	0100	PCARD REPLENISH
14610747	VECTOR USA	11/1/2019	11721.87	0100	CONTRACTED SERVICES
14610748	DATEL SYSTEMS INCORPORATED	11/1/2019	7526.34	0100	TECHNOLOGY EQUIPMENT
14610749	D&D WILDLIFE HABITAT RESTORATION, INC.	11/1/2019	575.00	0100	MAINTENANCE AGREEMENT
14610750	CHULA VISTA SCHOOL DISTRICT	11/1/2019	1280.00	0100	TRANSPORTATION SERVICES
14610751	ROBOMATTER INCORPORATED	11/1/2019	599.00	0100	INSTRUCTIONAL SUPPLIES
14610752	DIXIELINE LUMBER CO	11/1/2019	1366.17	0100	MAINTENANCE SUPPLIES
14610753	WAXIE SANITARY SUPPLY	11/1/2019	32188.03	0100	CUSTODIAL SUPPLIES
14610754	PARADIGM HEALTHCARE SERVICES	11/1/2019	757.32	0100	PROFESSIONAL SERVICES
14610755	REFRIGERATION SUPPLIES	11/1/2019	404.95	0100	MAINTENANCE SUPPLIES
14610756	REPUBLIC SERVICES	11/1/2019	14735.64	0100	CONTRACTED SERVICES
14610757	EWING IRRIGATION	11/1/2019	2373.01	0100	GROUNDS SUPPLIES
14610758	NORTH COUNTY EDUCATIONAL	11/1/2019	400.00	0100	DUES & MEMBERSHIPS
14610759	SPINITAR/PRESENTATION PRODUCTS	11/1/2019	646.18	0100	OFFICE SUPPLIES
14610760	RCP BLOCK & BRICK	11/1/2019	330.47	0100	GROUND SUPPLIES
14610761	NAPA AUTO AND TRUCK PARTS	11/1/2019	44.75	0100	MAINTENANCE SUPPLIES
14610762	ZONAR SYSTEMS	11/1/2019	4400.00	0100	CONTRACTED SERVICES
14610763	ANIXTER INC	11/1/2019	443.74	0100	MAINTENANCE SUPPLIES
14610764	CALIFORNIA ELECTRIC SUPPLY	11/1/2019	4221.02	0100	MAINTENANCE SUPPLIES
14610765	SMART & FINAL	11/1/2019	104.16	0100	REFRESHMENTS
14610766	HOTSY EQUIPMENT COMPANY	11/1/2019	208.67	0100	GROUND SUPPLIES
14610767	WAL- MART COMMUNITY/GEGRB	11/1/2019	186.88	0100	REFRESHMENTS
14610768	SOUTHWEST SCHOOL & OFFICE	11/1/2019	6779.24	0100	INSTRUCTIONAL SUPPLIES
14610769	HENRY APONTE	11/1/2019	410.00	0100	INSTRUCTIONAL SUPPLIES
14610770	FASTENAL COMPANY	11/1/2019	2.33	0100	MAINTENANCE SUPPLIES
14610771	ANYTIME SIGN SOLUTION, INC	11/1/2019	1157.25	0100	MAINTENANCE SUPPLIES
14610772	EDUPOINT EDUCATIONAL SYSTEMS	11/1/2019	495.00	0100	REGISTRATION FEE
14610773	OPTIMUM FLOORCARE	11/1/2019	56.62	0100	GROUNDS SUPPLIES
14610774	COOPERATIVE STRATEGIES LLC	11/1/2019	4456.25	0100	PROFESSIONAL SERVICES
14610775	PRO POWER	11/1/2019	520.23	0100	GROUNDS SUPPLIES
14610776	HOWARD TARAS	11/1/2019	70.00	0100	PROFESSIONAL SERVICES
14610777	CALIFORNIA FINANCIAL SERVICES	11/1/2019	20000.00	0100	PROFESSIONAL SERVICES
14611227	LAKESHORE	11/4/2019	489.81	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14611228	MCGRAW-HILL	11/4/2019	256.38	0100	INSTRUCTIONAL SUPPLIES
Total Fund 01			\$ 1,151,532.11		
14599371	CALIFORNIA DEPARTMENT OF	10/4/2019	190426.00	1200	OVERPAYMENT CHILD DEV. 17-18
14605198	SAFEWAY INC. - VONS DIVISION	10/18/2019	56.60	1200	REFRESHMENTS
14606403	LORENA VARELA	10/22/2019	562.57	1200	REIMBURSEMENTS
14608603	WAL- MART COMMUNITY/GEGRB	10/28/2019	92.24	1200	INSTRUCTIONAL SUPPLIES
Total Fund 12			\$ 191,137.41		
14603292	GOLD STAR FOODS	10/15/2019	35670.84	1300	CAFETERIA FOOD
14603296	HOLLANDIA DAIRY INC.	10/15/2019	18117.64	1300	CAFETERIA FOOD
14603297	P&R PAPER SUPPLY COMPANY, INC.	10/15/2019	1780.59	1300	CAFETERIA PAPER GOODS
14603298	OFFICE DEPOT	10/15/2019	41.74	1300	OFFICE SUPPLIES
14603299	LLOYD PEST CONTROL CO.	10/15/2019	160.00	1300	CONTRACTED SERVICES
14603300	SMART & FINAL	10/15/2019	18.07	1300	REFRESHMENTS
14603301	CALIFORNIA DEPARTMENT OF	10/15/2019	897.75	1300	CONTRACTED SERVICES
14603302	ACE COOLING & FREEZING	10/15/2019	2078.60	1300	CAFETERIA KITCHEN
14603303	LITTLE CAESARS PIZZA	10/15/2019	3414.69	1300	CAFETERIA FOOD
14603304	AMERICAN PRODUCE DISTRIBUTORS	10/15/2019	14868.83	1300	CAFETERIA FOOD
14603305	GALASSO'S BAKERY	10/15/2019	3642.26	1300	CAFETERIA FOOD
14608606	IMAGE ONE CORPORATION	10/28/2019	2886.30	1300	CONTRACTED SERVICES
14609060	JOHNSON CONTROLS	10/29/2019	1416.00	1300	CONTRACTED SERVICES
Total Fund 13			\$ 84,993.31		
Grand Total			\$ 1,427,662.83		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 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.

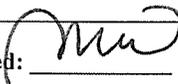
The District would like to accept and thank the organizations and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:

Accept donations valued at \$3,999.00 to help support and enrich our educational programs.

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

DONATIONS \$3,999.00 (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: November 14, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY AND THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS - TRANSPORTATION SERVICES FOR FOSTER YOUTH

BACKGROUND INFORMATION:

On February 9, 2017, the San Diego County Superintendent of Schools along with many stakeholders entered into an Interagency Agreement to provide educational support to students in foster care and to mitigate academic obstacles faced by children and youth in foster care that are hampered by unclear lines of responsibility, accountability, and unshared or incomplete information.

The County of San Diego by and through its Health and Human Services Agency (HHSA) has agreed to provide funding for additional costs incurred in providing transportation services to maintain children in foster care in their schools of origin when the client is without an alternate transportation plan.

The District would like to renew the agreement to continue providing transportation services to support Foster Youth enrolled in our school district. The term is from July 1, 2019 to June 30, 2022.

RECOMMENDATION:

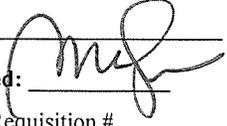
Approve/Ratify the Memorandum of Agreement with the County of San Diego Health and Human Services Agency and the San Diego County Superintendent of Schools for transportation services to support Foster Youth on an "as needed" basis. Any costs incurred by the District will be paid from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate 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

As needed

(Amount)

Supplemental & Concentration

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSa) and the **San Diego County Superintendent of Schools (SDCSS) and San Diego County School Districts/Local Education Agencies (SDC LEAs)**. The parties to this MOA may be referred to herein collectively as the “parties” or individually as a “party”.

Recitals

WHEREAS, this MOA is for purposes of each party complying with the Every Student Succeeds Act, Section 1112(c)(5)(B) (20 U.S.C. §6312(c)(5)(B)), requiring:

“[e]ach local educational agency . . . provide assurances that it will collaborate with the State or local child welfare agency to, by not later than 1 year after the date of enactment of the Every Student Succeeds Act, develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care, which procedures shall:

- (i) ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and
- (ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if – (I) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; (II) the local educational agency agrees to pay for the cost of such transportation; or (III) the local educational agency and the local child welfare agency agree to share the cost of such transportation....”

WHEREAS, each agency’s role is as follows:

County provides funds for certain services for youth who are under the jurisdiction of the Juvenile Court and is governed by The Fostering Connections Act, which includes school stability provisions relating to youth as defined by 48853.3 (a). County has agreed to provide funding for additional costs incurred in providing transportation to maintain children in foster care in their schools of origin when the client is without an alternate transportation plan. County has agreed to collaborate with SDCSS and SDC LEAs to provide funding in support of transportation to school of origin and its clients when an alternate transportation plan is utilized. County is responsible for those eligible students over which they have care, custody and control as vested by the San Diego Superior Court.

SDCSS is an LEA under federal law, and to ensure compliance with ESSA transportation to school of origin provisions, has coordinated agencies and agreed to administer a countywide transportation program, including staffing and indirect costs, to ensure that all eligible students receive transportation to their school of origin and that any additional cost is shared equally among the other parties to this agreement (County and SDC LEAs) for purposes of county-wide compliance with the ESSA. SDCSS agrees to provide coordination and oversight of the provisions in this agreement.

SDC LEAs ensure students in foster care who reside in their boundaries have access to transportation to their school of origin by providing transportation to children in foster care residing in their boundaries to their school of origin when doing so creates no additional cost to the SDC LEA, and also agreed to collaboratively fund a portion of additional costs incurred in providing transportation to school of origin, when doing so creates such additional costs, to ensure students in foster care who reside in their boundaries have access to transportation to their school of origin.

WHEREAS, this MOA is for purposes of ensuring cost effective and efficient methods for ensuring children in foster care in San Diego County have transportation to school of origin available even when it creates an additional cost to the SDC LEA that will be shared by the parties.

WHEREAS, this MOA will provide cost sharing by SDC LEAs, SDCSS, and County of San Diego of additional costs, as that term is defined herein, incurred by SDC LEAs for the SDC LEAs or SDCSS to provide students in foster care, between the ages of 8 (eight) and 18 (eighteen), with transportation to and from their school of origin. Students in foster care covered by this agreement include:

- Students enrolled in General Education Programs.
- Students served by Special Education Programs whose Individual Education Program does or does not include transportation as a related service.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative shall be sent to each party as follows:

<p><u>County of San Diego</u></p> <p>Kimberly Giardina, Acting Director Health and Human Services Agency Child Welfare Services 8965 Balboa Avenue San Diego, CA 92123 858-616-5812 Kimberly.Giardina@sdcounty.ca.gov</p>	<p><u>SDCSS</u></p> <p>Mara Madrigal-Weiss, Director San Diego County Office of Education Foster Youth Services Coordinating Program 6401 Linda Vista Road, Suite 409 San Diego, CA. 92111 858-292-3569 mmadrigal@sdcoe.net</p> <p>For SDC LEA Points of Contact see http://www.sdcoe.net/student-services/student-support/fyhes/Documents/District_AB490_McKinneyVento_Liaison_List.pdf</p>
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2. Parties' Responsibilities for Sharing in Additional Costs

2.1. County

- 2.1.1. County will collaborate with SDCSS co-located Education Liaisons to process appropriate referrals to transportation services under this agreement and as per contract number 525896 between SDCSS and HHSA Child Welfare Services. This contract number 525896 and its terms shall take precedence over the provisions of this MOA as it relates to the relationship between the County and SDCSS parties.
- 2.1.2. County will ensure that a Best Interest Determination regarding school of origin has been made by the Education Rights Holder prior to referral to transportation services, and make a best effort to ensure the SDC LEA AB 490 Foster Care Liaison is consulted.
- 2.1.3. County will provide up to \$350,000 annually to SDCSS per contract number 525896 between HHSA Child Welfare Services and SDCSS, which SDCSS will allocate to the countywide transportation program it administers per this MOA, and use to cover the agreed upon portion of shared costs under this MOA as outlined below:
- 2.1.3.1. When inter-district transportation is being provided to an eligible student, County agrees to fund one third of the additional cost to transport.
- 2.1.3.1.1. When one SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA,

14D.4

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County agrees to fund fifty percent of the remaining SDC LEA's additional costs.

2.1.3.2. When intra-district transportation is being provided to an eligible student County agrees to fund 50% (fifty percent) of the additional cost to transport.

2.1.3.3. In the event of an exception request for transportation services via this MOA regarding student eligibility or cost-sharing, County will review and respond to exception requests received from SDCSS on a case-by-case basis.

2.1.4. County will conduct background clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.1.5. County will cover all costs associated with clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.2. SDCSS

2.2.1. SDCSS co-located Education Liaisons will collaborate with County on all referrals for transportation services where transportation to the school of origin creates an additional cost for the SDC LEA.

2.2.2. SDCSS co-located Education Liaisons will meet with all caregivers and students to orient them to transportation service requirements when SDCSS contracted providers are transporting eligible students.

2.2.3. SDCSS co-located Education Liaisons will meet the students on initial day of transport when SDCSS contracted providers are transporting eligible students, except for students who have previously used and are familiar with the transportation services and may not need to be physically met by an Educational Liaison at school on the initial day of resuming transportation services.

2.2.4. SDCSS will issue a public bid for transportation providers, vet all applicants and ensure all awarded contract providers adhere to all applicable Education and Vehicle codes outlined in California Law relating to student transportation.

2.2.5. SDCSS will provide orientation to all transportation provider drivers.

2.2.6. SDCSS will provide a full time manager and secretarial support to administer all phases of the countywide transportation program and will fund all indirect costs associated with this agreement.

2.2.7. SDCSS manager will communicate with SDC LEAs regarding additional costs and services available pursuant to this MOA which the SDC LEAs may utilize for purposes of ensuring transportation is available to school of origin.

2.2.8. SDCSS will process all audit transfers and ensure additional costs are shared equally among all parties as agreed upon.

- 2.2.9. SDCSS will monitor the expenditures under this agreement, project usage and potential shortfalls in funding. As needed, SDCSS will facilitate the identification of resources needed to continue the provision of services under this agreement.
- 2.2.10. SDCSS will maintain all records required by the parties to this agreement.
- 2.2.11. SDCSS will provide quarterly reports to all parties.
- 2.2.12. SDCSS will report any incident involving injury or property damage during transportation provided by its contractor to the SDC LEA and County via email within 24 hours of having knowledge of incident.
- 2.2.13. In the event of a potential dispute, SDCSS will offer to mediate a meeting to attempt to resolve the concern before following the formal process referred to in item 4.
- 2.2.14. In the event of an exception request for transportation services via this MOA regarding student eligibility or cost-sharing, SDCSS will request exception review from County and will provide County the information needed to review the request.

2.3. SDC LEAs

- 2.3.1. SDC LEAs will collaborate with SDCSS co-located Education Liaisons to determine whether existing transportation options are available to transport a student to their school of origin, and if not, a cost effective method available to transport eligible students in foster care to school of origin and additional costs associated with doing so.
- 2.3.2. SDC LEAs will notify SDCSS co-located Education Liaisons when they determine that the most appropriate method of transportation will be to utilize SDCSS contracted services under this agreement.
- 2.3.3. When inter-district transportation is being provided to an eligible student the responsible SDC LEAs agree to each fund one third of the additional cost to transport.
- 2.3.4. When one responsible SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA, the other responsible SDC LEA agrees to fund fifty percent of the remaining additional costs.
- 2.3.5. When intra-district transportation is being provided to an eligible student the SDC LEA agrees to fund 50% (fifty percent) of the additional cost to transport.
- 2.3.6. SDC LEAs will track and communicate to SDCSS manager the actual and additional costs they incur when the SDC LEA is providing transportation utilizing SDC LEA resources to transport a student in foster care to school of origin.

2.3.7. SDC LEAs agree to make claims for recouping transportation costs to SDCSS, not the County.

2.3.8. SDC LEAs may notify SDCSS manager of their decision to not utilize SDCSS contracted services for any reason and transport the eligible student in an alternate safe and age appropriate manner.

3. County Contribution to Additional Cost

Through June 30, 2022, the parties agree to implement this agreement and gather data on additional cost incurred in transporting foster students to their school of origin. SDC LEAs agree to notify SDCSS when they incur additional cost to transport an eligible student to school of origin in advance of transportation being provided. For the term of this agreement, and subject to annual renegotiation, reimbursement by the County to SDC LEAs for additional costs incurred to transport a student to their school of origin will be set and reimbursed at the rate of \$3.13/per mile, regardless of actual additional cost incurred or the percentages specified in Section 2 of this MOA. The parties agree to discuss this amount following collection of information on actual additional costs incurred.

4. Dispute Resolution Process

This agreement is subject to the following dispute resolution process outlined in California Education Code:

E. C. 48853.5 (f) (9) If a dispute arises regarding the request of a foster child to remain in the school of origin, the foster child has the right to remain in the school of origin pending resolution of the dispute. The dispute shall be resolved in accordance with the existing dispute resolution process available to a pupil served by the local educational agency.

E. C. 48853.5 (i) (1) A complaint of noncompliance with the requirements of this section may be filed with the local educational agency under the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations.

5. Indemnity

5.1. Indemnity Claims Arising from the Sole Acts or Omissions of a Party:

Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

- 5.2. **Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.3 below.
- 5.3. **Indemnity Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 5.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.
6. **Insurance:** Prior to execution of this MOA, the parties must obtain at their own cost and expense, and keep in force and effect during the term of this MOA, including all extensions, appropriate insurance to cover any foreseeable losses under this MOA. The parties may maintain a program of self-insurance to meet the requirements of this paragraph.
7. **Conformance With Rules And Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
8. **Permits and Licenses:** The parties certify that they possess and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other parties, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
9. **Governing Law:** This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
10. **Information Privacy and Security Provisions:** All parties to this MOA agree to comply with all applicable laws and regulations related to the privacy and security of

client's information, such as, but not limited to the confidentiality of the child welfare records per California Welfare & Institutions Code sections 827 and 10850. In addition, any data shared between the parties electronically shall occur via encrypted software.

11. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of County and SDCSS and SDC LEAs. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.
12. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by all parties.
13. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
14. **Full Agreement:** This MOA represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
15. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.
16. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

16.1 Information about the *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
<http://www.LiveWellSD.org>

17. **Term:** This MOA shall be effective as of July 1, 2019 and shall terminate on June 30, 2022.

18. **Termination For Convenience:** HHSA or the SDCSS may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.

19. **Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. LEA members may be added as a party to this MOA as requested without formal amendment. Such shall have executed and delivered a joinder to the County of San Diego HHSA with a copy to SDCSS attached hereto as Exhibit A – Joinder of Additional Signatory to Agreement.

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

County of San Diego

Dated: _____ By: _____
NICK MACCHIONE, FACHE
Agency Director
Health and Human Services Agency

San Diego County Superintendent of Schools

Dated: _____ By: _____
MICHAEL SIMONSON, Assistant
Superintendent, Business Services

EXHIBIT A – JOINDER OF ADDITIONAL SIGNATORY TO AGREEMENT

EXHIBIT A

JOINDER OF ADDITIONAL SIGNATORY TO AGREEMENT

Pursuant to, and in accordance with, Section 19 of the Memorandum of Agreement between the County of San Diego by and through its Health and Human Services Agency, the San Diego County Superintendent of Schools and San Diego County School Districts/Local Education Agencies, for the purpose of ensuring cost effective and efficient methods of transportation to school of origin for children in foster care in San Diego County, the [NEW PARTY] hereby acknowledges that it has received and reviewed a complete copy of the aforementioned Agreement and agrees that upon execution of this Joinder, [NEW PARTY] shall become a party to the Memorandum of Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Memorandum of Agreement as though an original party thereto.

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

Signed by:

[NEW PARTY]

Dated: _____

By: _____
(Authorized Signature)

Additional Signatories to Agreement

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

Signed by:

ALPINE UNION ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____
DR. RICH NEWMAN, Superintendent
Alpine Union Elementary School District

Additional Signatories to Agreement

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

Signed by:

BONSALL UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

CAJON VALLEY UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
SCOTT A. BUXBAUM
Assistant Superintendent
Cajon Valley Union Elementary School
District

Additional Signatories to Agreement

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

Signed by:

CARDIFF ELEMENTARY SCHOOL DISTRICT

Dated: _____ By: _____
JILL VINSON, Superintendent
Cardiff Elementary School District

Additional Signatories to Agreement

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

Signed by:

CHULA VISTA ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

DEHESA ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____
NANCY HAUER, Superintendent
Dehesa Elementary School District

Additional Signatories to Agreement

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

Signed by:

DEL MAR UNION ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

ENCINITAS UNION ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____
TIMOTHY B. BAIRD, Ed.D.
Superintendent
Encinitas Union Elementary School
District

Additional Signatories to Agreement

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

Signed by:

ESCONDIDO UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____

By:

GARY M. ATTENBURG, Clerk, Board of
Education, Escondido Union Elementary
School District

Additional Signatories to Agreement

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

Signed by:

FALLBROOK UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____

By: _____

HUGO A. PEDROZA, Ph.D.,
Superintendent
Fallbrook Union Elementary School
District

Additional Signatories to Agreement

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

Signed by:

JAMUL-DULZURA UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
NADINE BENNETT, Superintendent
Jamul-Dulzura Union Elementary
School District

Additional Signatories to Agreement

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

Signed by:

JULIAN UNION ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____
BRIAN M. DUFFY, Superintendent
Julian Union Elementary School District

Additional Signatories to Agreement

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

Signed by:

LA MESA-SPRING VALLEY ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
GUIDO MAGLIATO, Assistant
Superintendent, La Mesa-Spring Valley
Elementary School District

Additional Signatories to Agreement

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

Signed by:

LAKESIDE UNION ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____
ANDREW S. JOHNSEN, Ed. D.
Superintendent, Lakeside Union
Elementary School District

Additional Signatories to Agreement

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

Signed by:

LEMON GROVE ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

NATIONAL ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____

PAULA JAMESON-WHITNEY, Assistant
Superintendent, Educational Services
National Elementary School District

Additional Signatories to Agreement

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

Signed by:

SAN PASQUAL UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
SHANNON HARGROVE, Superintendent
San Pasqual Union Elementary School
District

Additional Signatories to Agreement

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

Signed by:

SAN YSIDRO ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____
Marilyn Adrianzen, Chief Business Official,
Board approved: _____ San Ysidro Elementary School District

Additional Signatories to Agreement

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

Signed by:

SANTEE ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____
KARL CHRISTENSEN, Assistant
Superintendent, Business Services
Santee Elementary School District

Additional Signatories to Agreement

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

Signed by:

SOUTH BAY UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

SPENCER VALLEY ELEMENTARY SCHOOL
DISTRICT

Dated: _____ By: _____
JULIE Z. WEAVER, Superintendent
Spencer Valley Elementary School
District

Additional Signatories to Agreement

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

Signed by:

VALLECITOS ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

ESCONDIDO UNION HIGH SCHOOL
DISTRICT

Dated: _____ By: _____
LUIS IBARRA, Superintendent
Escondido Union High School District

Additional Signatories to Agreement

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

Signed by:

FALLBROOK UNION HIGH SCHOOL
DISTRICT

Dated: _____ By: _____
HUGO A. PEDROZA, Ph.D.,
Superintendent
Fallbrook Union High School District

Additional Signatories to Agreement

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

Signed by:

GROSSMONT UNION HIGH SCHOOL
DISTRICT

Dated: _____ By: _____
SCOTT PATTERSON, Deputy
Superintendent, Business Services
Grossmont Union High School District

Additional Signatories to Agreement

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

Signed by:

JULIAN UNION HIGH SCHOOL
DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

SAN DIEGUITO UNION HIGH SCHOOL
DISTRICT

Dated: _____

By:

DOUGLAS GILBERT, Director of
Purchasing
San Dieguito Union High School District

Additional Signatories to Agreement

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

Signed by:

SWEETWATER UNION HIGH SCHOOL
DISTRICT

Dated: _____

By:

KAREN MICHEL, C.F.O.
Sweetwater Union High School District

Additional Signatories to Agreement

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

Signed by:

BORREGO SPRINGS UNIFIED SCHOOL
DISTRICT

Dated: _____ By: _____
MARK STEVENS, Superintendent
Borrego Springs Unified School District

Additional Signatories to Agreement

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

Signed by:

CARLSBAD UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____
CHRIS WRIGHT, Assistant
Superintendent, Business Services
Carlsbad Unified School District

Additional Signatories to Agreement

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

Signed by:

CORONADO UNIFIED SCHOOL
DISTRICT

Dated: _____ By: _____

(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

MOUNTAIN EMPIRE UNIFIED SCHOOL
DISTRICT

Dated: _____ By: _____
KATHLEEN GRANGER, Superintendent
Mountain Empire Unified School District

Additional Signatories to Agreement

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

Signed by:

OCEANSIDE UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____
DUANE COLEMAN, Ed.D., Superintendent
Oceanside Unified School District

Additional Signatories to Agreement

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

Signed by:

POWAY UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____
TIMOTHY W. PURVIS, Director of
Transportation, Poway Unified School
District

Additional Signatories to Agreement

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

Signed by:

RAMONA UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____
ANNE L. STAFFIERI, Superintendent
Ramona Unified School District

Additional Signatories to Agreement

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

Signed by:

SAN MARCOS UNIFIED SCHOOL
DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

VALLEY CENTER-PAUMA UNIFIED SCHOOL
DISTRICT

Dated: _____ By: _____
RON MCCOWAN, Superintendent
Valley Center-Pauma Unified School
District

Additional Signatories to Agreement

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

Signed by:

VISTA UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____
DONNA CAPERTON, Assistant
Superintendent, Business Services
Vista Unified School District

Additional Signatories to Agreement

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

Signed by:

WARNER UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

JUVENILE COURT AND COMMUNITY
SCHOOLS

Dated: _____ By: _____
MICHAEL SIMONSON, Assistant
Superintendent, Business Services

Additional Signatories to Agreement

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

Signed by:

HAWKING CHARTER SCHOOLS

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

GUAJOME PARK ACADEMY

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

GUAJOME LEARNING CENTER

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title

Additional Signatories to Agreement

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

Signed by:

SAN DIEGO UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____

(Authorized Signature)

Name (Type or Print)

Title

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Special Education,
Oscar Madera, Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH REENA B. PATEL

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.

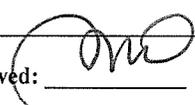
Ms. Reena B. Patel has been selected by the parents of a student with special needs, to provide independent functional behavior assessment and consultative services per OAH Case No. 2019060359. The Cost implication for Functional Behavior Assessment, IEP meeting attendance, and consultative services is \$5,500.00.

RECOMMENDATION:

Approve/Ratify the Agreement with Ms. Reena B. Patel to conduct Functional Behavior Assessment, and provide consultative services at a cost up to \$5,500.00 from the Special Education fund.

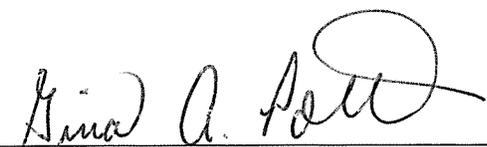
LCAP GOAL AND ACTION/SERVICE:

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: 
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="text"/>
<input type="text" value="\$5,500.00"/> (Amount)	<input type="text" value="Special Education"/> (Name of funding source and/or location)			<input type="text" value="--"/> (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

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 modification 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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

SAN YSIDRO SCHOOL DISTRICT

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CONSULTANT:	Independent Contractor
Name:	Reena B. Patel
Title:	LEP, BCBA
Address:	11472 Via Santa Brisa
City/State/Zip Code:	San Diego CA 92131
Telephone:	(714) 418-7811
Email:	reena@reenabpatel.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 x3091
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Reena B. Patel, LEP, BCBA
Firm Name

Signature of Authorized Agent

Reena B. Patel, LEP, BCBA
Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

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SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5I or a serious felony listed in Penal Code section 1192.7I
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.**

_____(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 667.5I or a serious felony listed in Penal Code section 1192.7I.

_____(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 667.5I or a serious felony listed in Penal Code section 1192.7I.

_____(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 667.5I or a serious felony listed in Penal Code section 1192.7I.
- 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 _____

14D.5

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Ms. Reena B. Patel will be conducting an independent Functional Behavior Assessment (FBA), and providing eight (8) hours of consultative services to support the IEP team's implementation of the behavioral strategies and interventions, per Settlement Agreement under OAH 2019060359.

Functional Behavior Assessment (FBA) including IEP attendance: \$3,500.00

Consultative Services (8 hours): \$2,000.00

Total: \$5,500.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director
Maria Rodriguez, SYMS Principal

INITIAL *MP*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH CALIFORNIA YACHT MARINA- CHULA VISTA, LLC

BACKGROUND INFORMATION:

The San Ysidro Middle School's Associated Student Body (ASB) hosts a dance for 8th graders that will be promoting to High School. This year, the ASB voted and approved to have their 8th grade dance off site at the California Yacht Marina-Chula Vista, LLC also known as the Larue C. Thomas Bayside Pavilion. The date of the event is planned for Tuesday, May 21, 2020 from 4:00 – 7:00 p.m.. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

The cost implication for this License Agreement is \$900.00 for rental fee (\$300.00 deposit). Other fees may apply such as catering and security.

RECOMMENDATION:

Approve the License Agreement with the California Yacht Marina-Chula Vista, LLC to occupy and use the Larue C. Thomas Bayside Pavilion for the San Ysidro Middle School's 8th grade dance to be held on Tuesday, May 21, 2020 at an estimated cost of \$1,500.00 from the San Ysidro Middle School's ASB funds.

LCAP GOAL AND ACTION/SERVICE:

Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT
2.2 Continue support of ASB at the middle schools.

Renewal New Amendment Ratify Other

Business Services Reviewed: *MP*

Financial Implications?

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

Requisition #

Yes No

Yes No

\$1,500.00 (Amount)

ASB 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, Superintendent
Secretary to the Board

CALIFORNIA YACHT MARINA-CHULA VISTA, LLC
Excursion Parking Lot

LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and between California Yacht Marina – Chula Vista, LLC, a California limited liability company (hereinafter called "CYM"), San Ysidro School District - San Ysidro Middle School ASB hereinafter called ("Permittee") who agree as follows:

1. CYM hereby grants to Permittee a license (this "license") to occupy and use the premises commonly referred to as the Excursion Parking Lot at California Yacht Marina – Chula Vista, 640 Marina Parkway, Chula Vista, including the furniture, fixtures and equipment located therein (collectively, the "premises").

2. The premises shall be used for the purpose of an 8th grade dance and for no other use.

3. This license is granted for use of the premises on May 21st commencing at 4:30pm and shall terminate at 7:30pm; however, CYM may sooner terminate and revoke this license at any time by giving written notice to Permittee stating the time and date upon which this license shall terminate. The right of CYM to revoke this license is and shall remain unconditional.

4. Upon the execution of this Agreement, Permittee shall deliver to CYM a deposit, in the amount of \$ 300.00(the "Deposit"). All checks for the Deposit shall be made payable to California Yacht Marina – Chula Vista. Except as expressly provided in this paragraph 4, the Deposit shall be nonrefundable. In the event that Permittee cancels the use of the premises within seven (7) days following the date that Permittee executes this License, then the Deposit will be refunded to Permittee. **In the event that Permittee cancels the use of the premises at any time after the seventh (7th) day following the date that Permittee executes this License, then CYM shall be entitled to retain the Deposit (together with any Rental Fee paid by Permittee) as a cancellation fee.** In the event that Permittee does not cancel the use of the premises prior to the date of use, the Deposit shall be held and used as security for Permittee's faithful performance of its obligations hereunder, including, without limitation, the return of the premises in its original and clean condition. Permittee agrees that if the premises require cleaning by CYM personnel following the return of the Premises to CYM, then the time expended by CYM personnel to clean the premises will be charged to **Permittee at the rate of \$50.00 per person per hour with a \$250.00 minimum charge.** If Permittee fails to perform any obligation hereunder, then CYM may use, apply or retain all or any portion of the Deposit. No part of the Deposit shall be considered to be held in trust, nor shall any portion of the Deposit earn interest.

5. Permittee shall pay to CYM the sum of \$900.00 as rent (the "Rental Fee") for the use of the premises. In the event that the premises are reserved within the three (3) month period prior to the date of use of the premises, then the Rental Fee shall be paid upon execution of this

license. In the event that the premises are reserved more than three (3) months prior to the date of use of the premises, then the Rental Fee shall be paid three (3) months prior to the date of use of the premises. In the event that Permittee fails to pay the Rental Fee as provided above, CYM shall have the right to terminate this license and retain the Deposit. The Rental Fee paid to CYM shall be nonrefundable.

6. Permittee, at its own expense, shall obtain all permits or licenses, required by Federal, State, County or City laws, statutes, ordinances, rules or regulations including, but not limited to, all permits required for the sale or service of alcoholic beverages. No alcoholic beverages may be sold or served on the premises without Permittee first having secured all necessary licenses and permits.

7. Permittee shall not do or permit to be done anything that will tend to injure, mar, or in any manner damage the premises or adjacent areas and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks or screws into any part of the premises and will not make or allow to be made any alterations of whatsoever kind to the premises or any equipment therein.

8. Permittee shall not sell or distribute, or permit to be sold or distributed tickets or passes in excess of the seating capacity of the premises, nor admit thereto a larger number of persons than can safely and freely move about therein or than is permitted by applicable fire, police, building or safety regulations. Permittee and its invitees shall only park in such areas as may be designated by CYM.

9. CYM reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither CYM nor its agents and employees shall be liable to Permittee for any damages that may be sustained by Permittee through the exercise by CYM of such right.

10. No performance or event presented in the premises shall be broadcast or televised, or in any manner recorded for reproduction, without the prior written consent of CYM.

11. CYM shall not be responsible for any merchandise, i.e., food, beverages, materials, items, personal property or equipment left on the premises at any time by Permittee. CYM shall not be liable for injury or damage to the person or goods, wares, or other property of Permittee, Permittee's employees, contractors, or invitees, or any other person in or about the premises, whether such damage or injury is caused by or results from fire or from the breakage or other defects of pipes, fire sprinklers, wires or equipment, or from any other cause, whether such damage or injury results from defective conditions arising upon the premises or from other sources or places.

12. No portions of the sidewalks, entries, passages, driveways, vestibules, halls, or other means of access to or about the premises shall be obstructed or caused to be obstructed by Permittee or any of Permittee's invitees, or caused or permitted to be used for any purpose other than ingress and egress to and from the premises. Any damage or injury whatsoever resulting from or in connection with the use of the premises (or adjacent areas or equipment thereon) by Permittee, or Permittee's employees, agents, contractors or invitees, shall be paid for by Permittee.

13. No inflammable materials such as bunting, tissue paper, crepe paper, shall be permitted to be used for decorations and all such materials used for decorative purposes must be treated with flame proofing and must conform to applicable State, City and fire and safety regulations.

14. Permittee has inspected the premises and agrees that they are suitable for the uses permitted herein, and Permittee is using the premises in its "as is" condition.

15. Permittee agrees not to use the premises in any manner, even if the use is for the purposes enumerated herein, that will cause cancellation of any insurance policy covering any such premises or adjacent premises. No offensive or refuse matter, or any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Permittee to be or remain, and Permittee shall prevent any such material or matter from being or accumulating upon the premises. Permittee further agrees not to keep on the premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the premises or any structure erected thereon.

16. CYM and its representatives shall have the right to enter upon the premises at all reasonable times for the purpose of determining compliance with the terms and conditions of this license or for any other purpose incidental to the rights of CYM. This right of inspection imposes no obligation upon CYM to make inspections nor imposes liability for failure to make such inspections. By reserving the right of inspection, CYM assumes no responsibility or liability for loss or damages to the property of Permittee or property under the control of Permittee, whether caused by fire, water or other causes.

17. Upon the termination of this license, Permittee shall surrender possession of the premises to CYM and restore the premises to the same or as good condition, as the same were in at the time of the first occupancy thereof by Permittee.

18. Permittee shall at all times relieve, indemnify, defend, protect and save harmless CYM, CYM's members, agents, employees and affiliates, the San Diego Unified Port District, and the City of Chula Vista, from any and all claims and demands, actions, proceedings, liabilities, losses, liens, costs, judgments, civil fines and penalties of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death of or injury to persons or damage to property including property owned by or under the care and custody of CYM, that may arise from or be caused directly or indirectly by:

(a) Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Permittee, its agents, employees, contractors, or invitees;

(b) Any operation conducted upon or any use or occupation of the premises by Permittee, its agents, employees, contractors, or invitees under or pursuant to the provisions of this license or otherwise;

(c) Any act, omission or negligence of Permittee, its agents, employees, contractors or invitees, regardless of whether any act, omission or negligence of CYM, its agents, employees or contractors contributed thereto; or

(d) Any failure of Permittee, its agents, employees, contractors or invitees to comply with any of the terms or conditions of this license and Agreement or any applicable Federal, state, regional, or municipal law, ordinance, rule or regulation.

Permittee also agrees to indemnify CYM and pay for all damage or loss suffered by CYM, including but not limited to damage to or loss of property and loss of CYM revenue, from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence of Permittee and its agents, employees, contractors and invitees on or about the premises. The term "persons" as used herein shall include but not be limited to employees of Permittee. Permittee's indemnification obligations under this paragraph shall survive the termination of this license.

19. Permittee shall procure and maintain at its expense and keep in force at all times during the term of this license broad form comprehensive public liability and property damage insurance (including comprehensive general liability) written by an insurance company authorized to do business in the State of California with Permittee's normal limits of liability, but not less than One Million Dollars (\$1,000,000) combined single limit for injury or death arising out of each accident or occurrence and for property damage for each accident or occurrence or such other amount as CYM approve. Said limits shall be without deduction, provided that CYM may permit a deductible amount in those cases where, in its judgment, such a deductible is justified by the net worth of Permittee. The insurance provided shall contain a severability of interest clause. In all cases, regardless of any deductible, said insurance shall contain a defense of suits provision.

20. Permittee shall also secure and maintain, either by endorsement or by a separate policy, fire legal liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) covering legal liability of Permittee for damage or destruction to the buildings, structures, or facilities owned by CYM; provided, that upon (30) days prior written notice to Permittee, said minimum limit of liability shall be subject to adjustment by CYM to conform with the deductible amount of the fire insurance policy maintained by CYM. Such policy may provide for waiver of subrogation in favor of Permittee so long as permitted by CYM's fire insurance policy. CYM must be named as an additional insured in such policy.

21. Permittee shall not erect or display, or permit to be erected or displayed, on the premises any signed or advertising matter of any kind without first obtaining the written consent of CYM.

22. Permittee shall comply with all applicable laws, ordinances and regulations. In addition, Permittee shall comply immediately with any and all directives issued by CYM. This license shall be construed in accordance with California law.

23. In all cases where written notice is to be given under this license, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to CYM shall be addressed to CYM, 640 Marina Parkway, Chula Vista, California 91910, and notice to Permittee shall be addressed to it at the address stated in the preamble or at such address designated by Permittee in writing. Nothing herein contained shall preclude or render inoperative service of such notice in the manner prescribed by law.

24. Permittee understands and agrees that Permittee is only a licensee and has no interest in the premises. Permittee understands and agrees that the CYM reserves the unqualified and unconditional right at any time without prior notice to Permittee to withdraw the premises from Permittee's use, provided that CYM refunds to Permittee any charges previously collected for the number of days so withdrawn. Permittee understands and agrees that notwithstanding any expenditure it may have made in preparation for its use of the premises, such withdrawal from use by the CYM does not entitle Permittee or any other person to any damages or other compensation.

25. Permittee agrees that it will not allow or permit emission or transmission of any loud or raucous noise from any sound making or sound amplifying device in its possession or under its control on the premises. The words "loud or raucous noise" as used herein shall mean any sound or any recording thereof when amplified or increased by any electrical, mechanical, or other device to such volume, intensity or carrying power as to unreasonably interfere, in CYM's sole judgment, with the peace and quiet of other persons within or upon any one or more of such places or areas, or as to unreasonably annoy, disturb, impair or endanger the comfort, repose, health, or safety of other persons within or upon any one or more of such places or areas. The word "unreasonably" as used herein shall include, but not be limited to, consideration of the hour, place, nature, and circumstances of the emission or transmission of any such loud and raucous noise, in CYM's sole judgment. If Permittee fails to comply with the provisions of this paragraph, CYM may, at its option, declare this license terminated and revoked and may forthwith enter upon the premises, using all reasonable force to do so, and exclude Permittee from further use of the premises.

26. If for any reason the keys to the premises are not returned to the CYM, Permittee shall pay a charge of **\$25.00**.

27. Permittee hereby acknowledges and agrees that the rent payable to CYM does not include the cost of the provision of guard service or other security measures, and that CYM shall have no obligation whatsoever to provide the same. Permittee assumes all responsibility for the protection of the premises, Permittee's agents, employees and invitees and their respective property from the acts of third parties.

28. If any party brings an action or proceeding to enforce the terms of this license and Agreement or to declare rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

Date: 10/15/2019 CALIFORNIA YACHT MARINA – Chula Vista, LLC,
A California limited Liability Company

BY: _____

The undersigned Permittee hereby accepts and agrees to the term of the foregoing license and Agreement, and agrees to abide and be bound by and to observe each and every one of the terms and conditions thereof, including those set forth in the addendum attached hereto, if any.

PERMITTEE:

X _____

Date: _____

Marilyn Adrianzen, Chief Business Official
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

Board approved: _____

CONTACT INFORMATION:

Maria Rodriguez, Principal
Maria Preciado, Asst. Principal
San Ysidro Middle School
(619) 428-5551 (School)

Emily Kurtz, ASB Advisor
San Ysidro Middle School
(XXX) xxx-xxxx (cell)
Emily.kurtz@sysdschools.org

Pavilion Requirements:

1. When decorating for your event please only use supplies that will not damage paint on walls and leave no permanent holes in the walls or tables. No Staples, Thumb Tacks or nails to be used. Damage to the walls will be charged against deposit.
2. When decorating please arrive with all the tools needed to complete decorating. Liability prevents the Marina from lending tools, ladders and supplies.
3. Rental period is 10:00am until Midnight. Midnight is the cleanup deadline and the Pavilion should be cleaned and ready to be secured by Marina staff no later than midnight. **The host(ess) is liable for an additional \$200.00 per hour for any time past midnight.**
4. At the conclusion of the event all decorations and trash must be removed from the premises, so another event can be held the following day. Sweep the carpets and wipe off tables. Chairs must be stacked. All furniture/equipment rentals must be picked up the same day unless other arrangements are made with the Pavilion staff. Please return the Pavilion to the same condition as it was provided to you. **If the Pavilion staff has to clean after the event you will be charged a minimum cleaning fee of \$250.00 and up depending on the amount of mess left behind.**
5. The Pavilion provides a basic number of tables and chairs to get your event started. Please keep tables and chairs in good condition and do not allow guests to stand on them. If a spill occurs on chair or floor please let us know so we can clean it to prevent stains.
6. No Smoking inside the premises. Smoking must be at least 25 feet away from the building.
7. Ice is sold on site if needed for your event. This can be charged against your deposit or paid on site as needed.
8. It is the responsibility of the host to ensure their guests behave appropriately and do not cause damage to the landscaping or venture into part of the venue not included in the rental.
9. Entertainment is welcome. Music must be turned down or off at 10pm as a courtesy to those living in the Marina. Mariachi's are welcome before 8pm. Live Bands are not allowed.
10. Vendors: You are free to utilize the party suppliers and caterers of your choice.
11. Guests are welcome to leave their car overnight in the parking lot if needed to ensure the safety of all.
12. Wedding and dance rehearsals are not included in the rental agreement. You are welcome to submit a request for an onsite rehearsal if it does not conflict with another event.
13. Our goal is to help you have a wonderful celebration; please let us know what we can do to help you!

Deposit of **\$300.00** holds the date and is a security deposit refundable after the premises are satisfactorily returned in original condition. Full event fee of **\$900.00** is due three (3) months prior to the event. In the event of cancellation within seven (7) days of the date of this Application, the entire deposit will be refunded. The deposit is non-refundable thereafter.

X _____
Applicant's Signature: ASB Advisor

Date

X _____
Principal's Signature

Date

X _____
District's Authorized Representative

14D.6
Board **Page 9 of 9**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

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

INITIAL: 
 Informational
 Action

AGENDA ITEM: CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT - AMENDMENT NO. 1

BACKGROUND INFORMATION

The California State Department of Education has amended the Preschool & Child Development contract CSPP-9470 for fiscal year 2019-20.

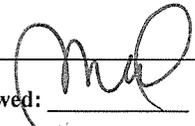
This amendment is to include language related to the San Diego County Pilot Plan. The Maximum Reimbursable Amount was increased from \$1,344,273.00 to \$1,388,213.00. The Maximum Rate per child day of enrollment was also amended from \$48.16 to \$49.73.

RECOMMENDATION:

Approve Amendment No. 1 to the California State Department of Education Contract No. CSPP-9470 for the Preschool & Child Development Programs fiscal year 2019-2020 adding contract language to include the San Diego County Pilot Plan as approved by the California Department of Education and increasing the maximum reimbursable amounts from \$1,344,273.00 to \$1,388,213.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

12-00-6105-000-0001
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Change/Add Pilot Language

DATE: July 01, 2019

CONTRACT NUMBER: CSPP-9470

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 37-06837-00-9

CONTRACTOR'S NAME: SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2019 designated as number CSPP-9470 shall be amended in the following particulars but no others:

The Contractor agrees to comply with the terms and conditions of the San Diego County Local Individualized Subsidized Child Care Plan (hereafter the "SAN DIEGO COUNTY PILOT PLAN") as specifically approved by letter from the California Department of Education, dated July 26, 2019. The Contract must meet the specifications of the STATE PRESCHOOL PROGRAM REQUIREMENTS except where the SAN DIEGO COUNTY PILOT PLAN allows for exceptions.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,344,273.00 and inserting \$1,388,213.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$48.16 and inserting \$49.73 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 27,915.0. (No Change)

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Gina A. Potter, Ed.D. Superintendent			
TITLE Contract Manager		ADDRESS 4350 Otay Mesa Road, San Ysidro, CA 92173			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 43,940 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,344,273 TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,388,213	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	(OPTIONAL USE) 0656 23038-6837				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

Department of General Services
use only



CALIFORNIA DEPARTMENT
OF EDUCATION

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-219-0800 • WWW.CDE.CA.GOV

July 26, 2019

Dezerie Martinez, Local Planning Council Coordinator
San Diego County Office of Education
6401 Linda Vista Road, Room 315
San Diego, CA 92111

Dear Ms. Martinez:

Subject: San Diego County Local Individualized Subsidized Child Care Plan

Thank you for submitting your San Diego County Local Individualized Subsidized Child Care Plan (Pilot) Template modification on June 27, 2019. This letter is to inform you that the California Department of Education (CDE), Early Learning and Care Division (ELCD), is approving the request to remove contractors as participants in the San Diego County Pilot program, effective July 26, 2019.

The following contractors have been removed from the participant list:

- Vallecitos Elementary School District
- Community Action Partnership of San Luis Obispo
- HealthRight 360
- King Chavez Academy
- All Kids Academy Head Start Inc.
- Warner Unified School District
- Regents of the U.C. - U.C. San Diego

NOTE: The CDE approves this request, with the understanding that HealthRight 360 and King Chavez Academy shall be removed from the current participation list. A revised participation list will need to be submitted to CDE by close of business August 9, 2019. Note, the removal of HealthRight 360 and King Chavez Academy will not impact data related to child days of enrollment and subsequent contract reallocations.

In response to the Pilot's June modification submission, the CDE identified Episcopal Community Services as a potential participant for this Pilot. Since the county was not aware contractors could be added to the participant list after the initial pilot submission, the following contractor can be added to the participant list for 2019-20, if the Pilot so chooses:

- Episcopal Community Services

If the Pilot chooses to add Episcopal Community Services for the 2019-20 participation period, the Pilot should submit a signed Pilot Participation Agreement from the contractor and add this contractor to the updated participant list requested as a condition of this approval by August 9, 2019.

Additionally, the following policies are pending approval for all participating contractors:

- Item 12: The maximum standard reimbursement rate (SRR) per day shall not exceed the local pilot differential rate for full day California State Preschool Programs (CSPP) and part-day CSPP adjustment factor. The CSPP Pilot Reimbursement Rate (PRR) shall be \$3.82 above the SRR; with a part-day adjustment factor of 0.5992 at an increase of \$1.31 above the SRR for part-day CSPP.

NOTE: For clarity, the rates above are for 2019-20. The baseline data reported by the pilot is based on current 2018-19 rates.

This item is pending approval upon further review and analysis of participating contractors and supporting documentation to support an increase to the full-day and part-day California State Preschool Program (CSPP) rates. ELCD and Child Development Nutrition Fiscal Services (CDNFS) will continue to work and communicate with the County's LPC to determine an allowable Pilot Reimbursement Rate.

- Item 13: The maximum standard reimbursement rate per day shall not exceed the local pilot differential rate for General Child Care (CCTR) and Migrant (CMIG) programs. The CCTR/CMIG PRR shall be \$.50 above the SRR.

This item is pending approval upon further review and analysis of participating contractors and supporting documentation to support an increase to the full-day General Child Care and (CCTR) and Migrant (CMIG) rates. ELCD/CDNFS will continue to work and communicate with the County's LPC to determine an allowable Pilot Reimbursement Rate.

Based on the previously approved CDE letter dated: December 24, 2018, San Diego is approved for all participating contractors/contract types for the following policies:

- Item 3: Children enrolled in part-day California State Preschool Programs may be eligible for up to two 180-day periods within a 24-month period without the family being certified as a new enrollment each year (EC 8263)

This item is approved based on the county's goal to increase student retention for continuity of care purposes. The retention rate of 23.61 percent obtained from 801a data reports from the CDE will be the baseline used for evaluation purposes. San Diego County will need to monitor this measurable outcome, as the ELCD Pilot Team will use this as an evaluation criteria.

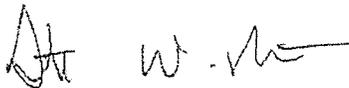
- Item 16: Authorize local flexibility for transfer of funds among contractors to maximize fund use in the county by allowing transfers outside the Voluntary Temporary Transfer (VTT) of funds window of opportunity currently established by EESD (EC 8275.5)

This item is approved based on the goal of reducing \$10,378,243.44 in unearned contract funds within the county as shown by the Earnings Data Report from FY 16/17 from CDE. The VTT of funds may occur between the calendar days of the 1st through the 15th in November, February, and May to increase the local flexibility for transferring funds amongst participating agencies.

The CDE appreciates your strong commitment to San Diego County's children and families and your willingness to work with the CDE Pilot Team to ensure we have information that ultimately will benefit all of California's children and families.

If you have any questions about the information we have requested, please contact us by email at ELCDPilots@cde.ca.gov.

Sincerely,



Stephen Propheter, Associate Director
Early Learning and Care Division

SP:rj

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Human Resources
Dr. David Farkas, Executive Director

INITIAL: DF
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO STATE UNIVERSITY - AMENDMENT

BACKGROUND INFORMATION:

The San Ysidro School District will amend its Service Learning Agreement with San Diego State University dated August 4, 2011, to include School Psychology Services.

RECOMMENDATION:

Approve the agreement with San Diego State University to partner in development of college Psychology students.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: mu

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

N/A

--

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

Service-Learning Agreement Amendment University and Learning Activity Site

This Amendment No. 1 is entered into by and between the Trustees of the California State University on behalf of San Diego State University, referred to as "University", and San Ysidro School District, referred to as "Learning Activity Site", and amends Service Learning Agreement No. 40078854, dated August 4th, 2011, referred to as "Agreement". All terms used herein shall have the meaning ascribed to them in the Agreement, unless otherwise specifically defined herein. Whenever the terms of this Amendment No. 1 are inconsistent with the Agreement, the terms of this Amendment No. 1 shall be controlling.

The Agreement is hereby amended as follows:

1. The following program(s) shall be added to this Service Learning Agreement:
 - a. School Psychology / Department(s) Counseling & School Psychology
 - b. Each Program added by this Amendment shall develop a Learning Plan and shall have completed the Internship Site questionnaire specific to their program.
2. Other than the modifications set forth above, the Agreement remains unchanged.

This amendment shall become effective upon execution.

The parties acknowledge they have read the referenced Agreement and this Amendment No. 1, understand them, and agree to be bound by their terms and conditions.

LEARNING ACTIVITY SITE

SAN YSIDRO SCHOOL DISTRICT
Learning Activity Site Name

Authorized Signature

Marilyn Adrianzen
Print Name

Date

4350 Otay Mesa Road
Street Address

San Ysidro, CA 92173
City State Zip

marilyn.adrianzen@sysdschools.org
Email

(619) 428-4476
Phone

(619) 428-9355
Fax

Board approved: _____

SYSD Contact update:
Human Resources Department
(619) 428-4476 ext. 3013
linda.gonzales@sysdschools.org

SAN DIEGO STATE UNIVERSITY

5500 Campanile Dr.
San Diego, CA, 92182

Department Contact Signature

Katina Lambros
Print Name

Date

Department Chair or Designee Signature

Brent Taylor
Print Name

Date

Associate Dean or Designee Signature

Karen Bowman Myers
Print Name

Date

Contract & Procurement Management Signature

Michelle Tanner
Print Name

Date

14D.8

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

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

INITIAL: MAW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH TERRI A. SATHER

BACKGROUND INFORMATION:

During the year, bus drivers are required to be State certified to keep up with California Highway Patrol regulations. Ms. Terri A. Sather is a state certified School Bus Driver Instructor who will provide classroom instruction, documentation and update driver's records for the District and its drivers to be in compliance.

RECOMMENDATION:

Approve/Ratify the agreement with Terri A. Sather to provide school bus safety and training services from September 15, 2019 to October 16, 2019 at a cost of \$1,275.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Business Services Reviewed: MAW

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, Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 16 day of Sep 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Terri A Sather
Company/Consultant

619-540-1336
Telephone Number

579 Brutus St, San Diego
Address
Ca, 92114

N/A
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: Sep, 16, 2019 To: 10-16-19

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

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

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costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the

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required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) 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.

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident

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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.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	
Name:	Terril A Sather
Title:	Independent Driver Trainer
Address:	579 Brutus St,
City/State/Zip Code:	San Diego, Ca, 92114
Telephone:	619-540-1336
Email:	TerrilSather8313@gmail.com

SAN YSIDRO SCHOOL DISTRICT

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director, MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3065
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Terri A Sather Independent Trainer San Ysidro School District
 Firm Name Firm Name

[Signature] _____
 Signature of Authorized Agent Signature

Terri Sather Marilyn Adrianzen, Chief Business Official
 Print Name, Title Print Name, Title

10-18-19 _____
 Date Date

 Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

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SCHOOL SAFETY CERTIFICATION FORM

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

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

JS (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.

JS (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).

JS (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).

JS (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.

JS (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.

JS (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: Teri Sather Independent Trainer

Name/title of authorized representative (Print) Teri Sather

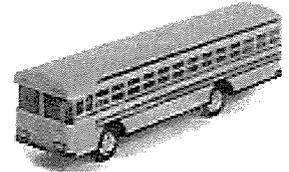
Signature JS Date 10-16-19

REVISED 05-13-18

Terri Sather

State Certified School Bus Driver Instructor #4960

San Diego Ca. 92114
E mail terrisather8313@gmail.com
Cell 619-540-1336



INVOICE #302
DATE: OCTOBER 18, 2019

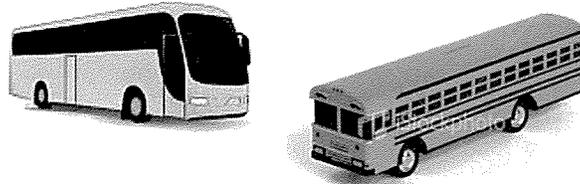
TO:
San Ysidro School District Transportation Dept.

FOR:
Drivers records update
Renewal Classroom
Driver BTW training

Exhibit
"A"

DESCRIPTION	HOURS	RATE	AMOUNT
9/17/19 Driver records review and update, Generate electronic driver files and spreadsheets. 9:30-15:30	5.50	\$50.00	\$275.00
9/18/19 Meet with Joanna review and use of electronic files Student management dispatch training guidance. 13:45-15:45	2.0	\$50.00	\$100.00
9/23/19 Classroom Instruction, Renewal units 2,3	3.00	\$100.00	\$300.00
9/24/19 Classroom Instruction, Renewal units 5,6	3.00	\$100.00	\$300.00
9/25/19 Classroom Instruction, Renewal units 7,8,10	3.00	\$100.00	\$300.00
Total hours documentation rate @ \$50.00 per hour	7.50	\$50.00	\$375.00
Total hours driver training rate @ \$100.00 per hour	9.00	\$100.00	\$900.00
TOTAL PENDING			\$1275.00

Make Checks Payable to: *Terri Sather 579 Brutus St. San Diego 92114*



Terri Sather
State Certified School Bus Driver Trainer
 Independent Training for School Bus & SPAB Drivers

Offering in-service topics such as:

- Air Brakes
- Pre Trip Inspections
- Pupil Management
- Vehicle Components
- Snow Chains / Winter Driving

- Wheelchair Transportation
- Bus Evacuations
- Loading & Unloading
- Hours of Service
- Renewal Classes

Carrier Prices: 2019

On Site, classroom, or In-Service classes from 5 to 25 drivers.....	\$100.00 hr.
Behind the Wheel, Original or Upgrade.....	\$100.00 hr.
Renewal Training, (Pre-Trip, and Brake Check, Loading & Unloading)	\$75.00 hr.
Documentation (T-01 cards) records keeping ...Per Driver.....	\$50.00 hr.

Private Tutoring

Classes Driver paid, In-Service or Classroom.....35.00 hr.
 *Up to 5 drivers to a group classes held at Instructors private residence location. T-01 cards included. By appointment only.

Classroom and in-service training offered meets the requirements of California Education Codes, 40081-40087, for drivers obtaining or maintaining a California Special Drivers Certificates.

Experience:

I have been in the Transportation industry for 30 years in both the school bus and charter motor coach industry.
 Experience includes six years as an instructor for R.O.P Truck and Bus Driving and. eighteen years as a State Certified School Bus Instructor.
 I am also a Qualified Air Brake Adjuster/Inspector

All training provided is in accordance with the most current laws and regulations for **14D.9** California Special Drivers Certificates and Commercial Driver requirements **Page 12 of 12**

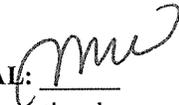
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Information Management Services
Todd Lewis, Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: PURCHASE OF LENOVO TECHNOLOGY EQUIPMENT - COMPUTERS

BACKGROUND INFORMATION:

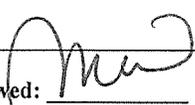
In October 2016, the Governing Board approved to enter into a lease agreement for computers. The term of this lease was for 36-months which will expire in December 2019. At the end of the lease, the District has the option to purchase the equipment from Lenovo.

The District would like to purchase the leased computers that are already installed and functional at all of the school classrooms, school labs, school offices and the District Offices.

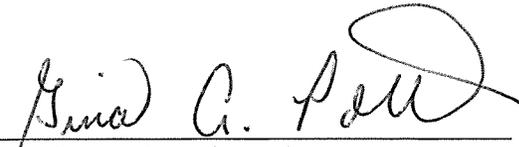
RECOMMENDATION:

Approve the purchase of the 2,020 leased computers from Lenovo Financial Services at a cost of \$252,742.17 from the Supplemental & Concentration fund. Computers are located at all sites and departments.

LCAP GOAL AND ACTION/SERVICE:

<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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; width: 150px;"> \$252,742.17 (Amount) </div>	<div style="border: 1px solid black; padding: 5px; width: 250px;"> Supplemental & Concentration (Name of funding source and/or location) </div>	<div style="border: 1px solid black; padding: 5px; width: 250px;"> -- (Funding account number) </div>

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



 Gina A. Potter, Superintendent
 Secretary to the Board

LENOVO FINANCIAL SERVICES

Do not send PAYMENTS to this address
 P.O. Box 550599
 Jacksonville, FL 32255-0599

INVOICE TO PURCHASE

Invoice #: 908-0010951-000 372045 BO
 Invoice Date: 11/08/2019
 CCAN #: 2000350832
 Invoice Total: \$252,742.17
 Due Date: 12/08/2019

SAN YSIDRO SCHOOL DISTRICT
 4350 OTAY MESSA RD.
 SAN YSIDRO, CA 92173

Contract No. / Schedule#	Asset Description	Description of Charges	Amount Due	Total Due
908-0010951-000 / 1381766	Contract #: 908-0010951-000 See Attached Asset Listing	Contractual Balance	\$0.00	
		Insurance	\$0.00	
		Excess Usage/Fees	\$0.00	
		Late Fees	\$0.00	
		Property Tax (incl estimated)	\$0.00	
		Purchase Price	\$234,563.50	
		Sales Tax	\$18,178.67	
		Contract Subtotal		\$252,742.17
		Invoice Total		\$252,742.17

Please note that Personal Property Tax and Excess Usage fees, if applicable, will be invoiced at a later date.

TO ENSURE PROPER CREDIT TO YOUR ACCOUNT,
PLEASE INCLUDE THE REMITTANCE STUB BELOW WITH YOUR PAYMENT.

Keep upper portion for your records

Please return this portion with your payment

INVOICE TO PURCHASE

LENOVO FINANCIAL SERVICES

Do not send PAYMENTS to this address

P.O. Box 550599
Jacksonville, FL 32255-0599

Invoice #:	908-0010951-000 372045 BO
Invoice Date:	11/08/2019
CCAN #:	2000350832
Invoice Total:	\$252,742.17
Due Date:	12/08/2019

SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESSA RD.
SAN YSIDRO, CA 92173

Remit Payment To:
LENOVO FINANCIAL SERVICES
21719 NETWORK PLACE,
CHICAGO, IL 60673-1217

LENOVO FINANCIAL SERVICES

Do not send PAYMENTS to this address
P.O. Box 550599
Jacksonville, FL 32255-0599

INVOICE TO PURCHASE

Invoice#: 908-0010951-000 372045 BO
Invoice Date: 11/08/2019
CCAN #: 2000350832
Invoice Total: \$252,742.17
Due Date: 12/08/2019

SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESSA RD.
SAN YSIDRO, CA 92173

Contract Id	Asset ID	FMV	Equipment Description	Quantity	Location	County
908-0010951-000	3788856	163,560.43	THINKCENTRE M700	1970	SAN YSIDRO,CA	SAN DIEGO
908-0010951-000	3788857	6,291.35	THINKCENTRE M800	50	SAN YSIDRO,CA	SAN DIEGO
908-0010951-000	3788858	55,137.94	THINKVISION T2224D	1970	SAN YSIDRO,CA	SAN DIEGO
908-0010951-000	3788860	4,962.52	THINKVISION T2424P	100	SAN YSIDRO,CA	SAN DIEGO
908-0010951-000	3788859	4,611.26	VESA MOUNT	1970	SAN YSIDRO,CA	SAN DIEGO

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM: Special Education,
Oscar Madera, Director

INITIAL: *OM*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS - AMENDMENT

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.

On September 12, 2019, the Governing Board approved the contract with AcademiCognitive Connections to provide an independent psycho-educational assessment and IEP meeting attendance for a student with special needs. After the Board approval, it was determined that another student with special needs required the same services; therefore, the contract has been amended to reflect the new total amount. All other Terms & Conditions remain the same.

RECOMMENDATION:

Approve/Ratify the amendment to the agreement with AcademiCognitive Connections to provide independent psycho-educational assessments for students with special needs for school year 2019-2020 at a cost up to \$7,700.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Business Services Reviewed: *OM*

Financial Implications?

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

Requisition #

Yes No

Yes No

\$7,700.00
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

**PROFESSIONAL SERVICES AGREEMENT
WITH
ACADEMICOGNITIVE CONNECTIONS**

For Independent Educational Evaluation

AMENDMENT

This AMENDMENT is made effective on November 11, 2019, and it is made by and between AcademiCognitive Connections hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Consultant, who is specifically qualified to provide consulting services for educational purposes, desires to provide services to the District.

WHEREAS, the Consultant and District's current agreement dated September 13, 2019, currently provides independent psychological assessment services, and participates in IEP meetings to present assessment results.

WHEREAS, the District would like to include additional cost for independent psychological evaluation, and attending IEP meetings, as one more student with special needs requires the same services.

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

Per Section 5.8 of original agreement:

The District would like to amend the services being provided by Consultant as stated above and request an increase of \$3,850.00 to original contract. The new contract not to exceed amount is \$7,700.00. All other terms and conditions on original agreement dated September 13, 2019 remain the same.

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

CONSULTANT:

Cathy Cortney
3445 Xenophon Street
San Diego, CA 92106
(619) 701-7489

DISTRICT:

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

Signature

Nadia Braun, Licensed Educational Psychologist
Name & Title

www.AcademiCognitiveConnections.com
Email

Date signed

Signature

Marilyn Adrianzen Chief Business Official
Name & Title

marilyn.adrianzen@sysdschools.org
Email

Date signed

14D.11
Page 2 of 2
Board approved

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Special Education
Oscar Madera, Director

INITIAL: *OMP*
 Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH
NONPUBLIC AGENCIES FOR 2019-2020 SCHOOL YEAR (AMENDMENT)

BACKGROUND INFORMATION:

The District has identified more than 700 students with special needs (language-processing disorders, require doctor-approved specialized medical treatments, individualized physical education services, behavior that interferes with their learning or the learning of others.) and per the student's Individualized Education Program (IEP) require specialized services (Healthcare, Speech & Language Pathologist (SLP), Speech & Language Pathologist Assistant (SLPA), and Psychological services). These services are necessary to be in compliance with State and Federal Regulations.

On July 11, 2019, the Governing Board approved the San Diego County Master Contracts with the Nonpublic Agencies (NPA) listed below for fiscal year 2019-2020. SELPA approved the service rates for 2019-2020 after Board approval; therefore, the contracts have been amended to reflect the new rates attached and the need for additional services. All other Terms & Conditions remain the same.

Agency	Service	NEW Annual Estimated Fees
BMR Health	SLP	\$113,457.60
Educational Based Services	SLP (5), SLPA (1)	\$561,600.00
Maxim Staffing Solutions	Healthcare/SLP/SLPA/Psych	\$312,134.40
Estimated Total up to:		\$987,192.00

RECOMMENDATION:

Approve/Ratify the Amendments to the San Diego County Nonpublic Master Contracts for the Nonpublic Agencies to provide specialized services for the 2019-2020 school year at an estimated annual cost of \$987,192.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal
 New
 Amendment
 Ratify
 Other
 Business Services Reviewed: *[Signature]*

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

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

2019-2020 Nonpublic Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2019-2020

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020**

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Maxim Staffing Solutions

The CONTRACTOR NUMBER: 1A-19-210

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>78.00</u>	<u>hr</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>58.00</u>	<u>hr</u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	_____	_____
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>39.43</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>27.32</u>	<u>hr</u>
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	55.00	hr
<u>Psychological Services (530)</u>	79.92	hr
<u>Psychological Services Assessment (530)</u>	85.00	hr
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		
Professional Development		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Brandan McGee, Assistant Controller
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

2019-2020 Nonpublic Master Contract

Appendix B: Agencies

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020**

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2019-2020

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020**

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Educational Based Services

The CONTRACTOR NUMBER: 2A-PA-001

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>76.00</u>	<u>hr</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>60.00</u>	<u>hr</u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	<u>78.80</u>	<u>hr</u>
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh. Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		
Professional Development		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Steve Benner, Special Education Coordinator
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

2019-2020 Nonpublic Master Contract

Appendix B: Agencies

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020**

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2019-2020

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2019-2020

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2019-2020

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: BMR Health

The CONTRACTOR NUMBER: 1A-01-205A

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>78.79</u>	<u>hr</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	<u>78.79</u>	<u>hr</u>
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		
Professional Development		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020**

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Jicky Thomas, Recruitment Manager
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Special Education,
Oscar Madera, Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH WESTED FOR SCHOOL YEAR 2019-2020

BACKGROUND INFORMATION:

WestEd will be conducting a review of data and information gathering on the outcomes for students receiving Special Education services per their Individualized Education Programs (IEPs). The outcome of this review will be the development of recommendations for areas of focus and next steps to support the improvement of outcomes for students receiving Special Education services.

This agreement was reviewed by Legal Counsel, Best, Best & Krieger to ensure all language was in the best interest of the District.

RECOMMENDATION:

Approve/Ratify the agreement with WestEd to conduct a review of data for Special Education at a cost up to \$22,000.00 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

\$22,000.00 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of November, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

WestEd
Company/Consultant

415-615-3136
Telephone Number

730 Harrison Street, San Francisco, CA 94107-1242
Address

contracts@wested.org
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: November 15, 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 Olay 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 invoice which indicates work completed by Consultant. District shall review each invoice submitted to determine that the work performed is in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

SAN YSIDRO SCHOOL DISTRICT

4350 Olay Mesa Road, San Ysidro, CA 92173

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 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 thirty (30) 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.

(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 newly created 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.

Notwithstanding the foregoing, any Consultant pre-existing materials and data used in the performance of this Agreement or provided to District in the performance of this Agreement shall remain Consultant's property, or, if licensed to Contractor, the licensor's property. Such pre-existing materials and data shall not be used, duplicated, copied or utilized in any manner by District or third parties without the prior written permission from

SAN YSIDRO SCHOOL DISTRICT

4350 Olay Mesa Road, San Ysidro, CA 92173

the original owner. **Consultant will provide a list or identify which materials are protected and require permission to use, duplicate, copy and/or utilized.**

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.7 INDEMNIFICATION

Indemnification: Each party agrees that it will be responsible for its own acts and the results thereof and shall defend, indemnify and hold the other party harmless for all damages or claims to the extent arising out of their respective negligence or willful misconduct. The parties shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

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:	WestEd
Name:	Virgilio F. Tinio, Jr.
Title:	Director of Grants and Contracts
Address:	730 Harrison Street
City/State/Zip Code:	San Francisco, CA 94107-1242
Telephone:	415-615-3136
Email:	contracts@wested.org

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

WestEd

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number: (415) 615-3136

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE 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 shall certify 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 shall 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 shall 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 upon the completion of the TB Clearances.

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____

Date **14D.13**
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excellence in research, development, and service

**San Ysidro School District
Scope of Work
Review of Special Education Supports and Services**

Scope of Work

The San Ysidro School District has requested a proposal for a review of data and information gathering on the outcomes for students receiving special education services in their program for students with Individualized Education Programs (IEPs). The outcome of this review will be the development of recommendations for areas of focus and next steps to support the improvement of outcomes for students receiving special education services. We would see this work falling into the following categories or tasks:

Task 1 – Review and analysis of district and state data related to outcomes for students with disabilities and selected comparison districts.

Task 2 – Collection and analysis of data from focus groups, interviews and surveys from district stakeholders.

Task 3 – Summarize findings and make recommendations.

However, after consultation with the SYSD, a customized task list and scope of work for specific areas of service or programs will be developed.

WestEd proposes addressing and delineating the work by each of the three possible tasks and assign staff with specific expertise to each task. We have assembled a team with extensive experience in special education and evaluation. The project director will take overall responsibility for all tasks, and each team member will conduct data collection activities, review results, and provide support in the development of the final recommendations. WestEd will collect and analyze information that will assist the SYSD leadership by identifying recommendations focused on producing positive outcomes for students with disabilities.

WestEd staff will first work with SYSD leadership to identify key questions for each task area and the expected outcomes of the study. We will employ multiple methods to provide a comprehensive and well-documented review of the special education services available to the program for students with IEPs. We will engage with the SYSD leadership at all points along the way to ensure that we are reflecting the district's revolving needs.

We will begin with an off-site document review of whatever relevant data and information is available. Staff will use qualitative methods to investigate more complex and sensitive inquiries that are not as easy to quantify or where quantification of the data would be inappropriate. We will employ descriptive methods when it is necessary to define data and



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**San Ysidro School District
Scope of Work
Review of Special Education Supports and Services**

to add to the construction of the model. Our staff will gain a variety of perspectives from multiple data sources including data and document reviews; online surveys; interviews with administrators, educators and staff; focus groups with educators and parents; classroom observations; and modified IEP reviews.

WestEd staff will then comprehensively review the data and share preliminary results with the SYSD leadership team to ensure that we have explored and addressed all components. Staff will then produce a final report that includes findings, recommendations for each task area, and next steps for changes to the program if necessary.

For each task outlined below, we have provided a table highlighting **sample study questions**. If awarded, the project director will meet with the SYSD leadership to tailor study questions to the district’s exact needs under each task. WestEd’s staff will partner with SYSD’s leadership to inform and engage them in a meaningful and active way throughout the review process. Regular, ongoing meetings of the WestEd review team will provide a formal feedback loop whereby data can be collected, shared, examined, and refined. In between meetings, the audit team will use electronic media and face-to-face meetings to continue to inform each other and solicit valuable feedback.

Table 1. Task 1 Study Questions

Task 1 Proposed Study Questions	Data Collection Activities			
	Data Analysis	Online Survey	Interviews	Focus Groups
Task 1: Review and analysis of district and state data related to outcomes for students with disabilities for students receiving special education services in the program for students with IEPs in the SYSD and the selected comparison districts.				
1. How does the data for the students with IEPs in SYSD with the state targets where available?	X			
2. How does the data for the students with IEPs in SYSD compare with the selected comparison districts where available?	X			
3. Are there current instructional practices and service delivery models within the district that appear to be more effective in	X	X	X	X

**San Ysidro School District
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producing positive outcomes for students receiving special education services?				
4. Are funds being utilized in the most optimal way to provide appropriate services and supports for students receiving special education services?	X	X	X	X
5. Is the identification rate for students receiving special education services within the same range as the comparison districts and the statewide average?	X		X	X

Table 2. Task 2 Study Questions

Task 2 Proposed Study Questions	Data Collection Activities			
	Data Analysis	Online Survey	Interviews	Focus Groups
Task 2: Collection and analysis of data from focus groups, interviews and surveys from district stakeholders.				
1. Does the current organizational and management structure positively impact the provision of supports to schools? a. Is the current structure appropriate for ensuring optimal outcomes for students receiving special education support and services?	X	X	X	X
2. Are IEPs being written to be legally defensible and to provide educational benefit?	X	X	X	X
3. Is data on IEP goals tracked and updated on a frequent basis?	X	X	X	X
4. Are site leaders able to provide support and leadership in the development of services for students with IEPs?	X	X	X	X
5. How area placement decisions made? Are procedures in place for appropriate exit strategies from special education?	X	X	X	X



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San Ysidro School District
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Table with 2 rows and 5 columns. Row 1: '6. Does the district have an intervention process in place that is based on best practices? Is it being implemented with fidelity across all schools?' with 'X' marks in all four columns. Row 2: '7. Are procedures being followed by all staff appropriately?' with 'X' marks in all four columns.

Task 3: Summarize Findings and Make Recommendations

Task 3 is essentially the completion of the final report, which will be shared with the SYSD's leaders in draft form and revised jointly. The proposed report format is outlined below. In addition to the report WestEd proposes to prepare a corresponding presentation of findings and prioritized recommendations for use with the district and other stakeholders.

Final Report Format

The final report will include the following sections, to be determined in collaboration with SYSD leadership:

- Executive Summary
• Project Overview
• District Data Overview
• Methodology of Onsite Data Collection
• Onsite Data Collection Findings
• Summary of Findings and Prioritized Recommendations

The report will contain graphs and charts including outcomes of surveys; interviews; focus groups and observations; demographic data; staffing; policy analyses; and a summary of District resources used in comparison to Districts with similar characteristics. Recommendations will be presented in a prioritized table, as well as narrative.

Methodology for these tasks:

Online Surveys: (Optional) WestEd proposes surveying the following groups: principals, special education teachers, special education paraprofessionals, related service providers, and parents to solicit stakeholder input, to establish a broader district perspective, and to determine consistency of practice. To maximize impact, WestEd will develop survey items based on the information needed from each of the tasks. WestEd will work with the SYSD leadership to distribute the surveys by emailing a web link to the target populations (with email addresses provided by the district). Characteristics of the survey will be: user friendly (can be completed in 20 minutes or less), items



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**San Ysidro School District
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will be linked to specific evaluation questions, common items across staff subgroups will allow for analysis of different perspectives (by job roles), and most items will use a forced-choice, four-point Likert scale.

Focus Group Interviews: WestEd proposes conducting focus groups with the following job-alike personnel: paraprofessionals; related service providers (including school psychologists, speech therapists, occupational therapists, physical therapists, and nurses); special education teachers; site administrators; district administrators; parents; and students. We will work with the district to invite and recruit a representative sampling of individuals for each focus group. The parent focus group is recommended for the purpose of gaining deeper perspectives on the effectiveness of services provided to their children.

Data from interviews and focus groups will be compiled, analyzed, and summarized in the final report according to research-based qualitative content analysis procedures including coding of responses and categorization of emerging themes. The content analysis process allows for a more rigorous classification of text and narrative into controllable bits of data, so that WestEd can make valid inferences from the collected documents.

Document Review: The review team will conduct an Internet scan of publicly available documents on the district's and Department of Education websites. In addition, we propose that documents be identified and collected by the district and forwarded by mail or email to WestEd for off-site analysis. A list of documents will be developed in collaboration with the SYSD leadership.

Quantitative Data Analysis: Data will be downloaded from public access files available on the State and district websites. WestEd will collaborate with the district to acquire any other necessary data included in the analysis. As appropriate, data will be reported in descriptive statistics (frequencies, percentages, means). Data for analysis will include, but is not limited to:

- Special Education Child Count
- Education Environment data (LRE)
- Statewide Assessment data for Students with Disabilities Subgroup and All Students
- School Dropout Rates for Students with IEPs
- Out-of-District Special Education Placements
- Dispute Resolution Data

From this analysis, WestEd will provide the SYSD leadership with specific recommendations that support maximizing organizational effectiveness and efficiency that aligns both human and fiscal resources to meet the needs of students with disabilities.



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**San Ysidro School District
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Timeline

The duration of this contract is anticipated to be a maximum six months from the start of the contract, given the scope of the work. Upon approval of the contract, the WestEd project director will work with the district staff to finalize the work plan, schedule, and deliverables. Table 3 details the activities for each task, with agency responsibilities, and proposed timelines.

Table 3. Review Schedule of Activities

Review Activities	Primary Responsibility	Deliverable	Timeline Begin
Initial planning meeting between WestEd and the District to reach agreements purpose, processes, evaluation questions, methodology and timelines	WestEd The District	Meeting notes of conference calls about study questions, methodology, and timelines finalized	Within 10 days from start of award
Submit work plan	WestEd	Work Plan	Week 2
Schedule and make arrangements for site visits	The District WestEd	Meeting notes with schedule	Weeks 3-4
Request documents for review	WestEd The District		Week 3
Submit documents and data for review to WestEd	The District		Week 3 and ongoing
Review documents, data and summarize	WestEd	Preliminary document and data review	Weeks 3-7
Develop surveys/interview/focus group and data review protocols for SYSD's review and approval	WestEd	Evaluation Instruments	Weeks 3-5
Finalize online surveys and protocols	WestEd	Draft online surveys	Week 7
Disseminate online surveys to teachers, parents, administrators	The District	Online surveys	Weeks 8-10
Conduct site visits, including interviews and focus groups	WestEd	Interviews Focus groups	Week 12-18 (Proposed onsite 3 full days)
Qualitative analysis and write up of interview focus groups and document reviews	WestEd	Preliminary findings from interviews and focus groups to inform Tasks	Weeks 16-21



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Review Activities	Primary Responsibility	Deliverable	Timeline Begin
Analysis and write up of online surveys	WestEd	Preliminary findings from online surveys to inform all tasks	Week 20
Discuss preliminary findings with the District	WestEd The District	Minutes from meeting	Week 22
Finalize written report; share findings and recommendations with Board	WestEd The District	Written report of findings and recommendations	Weeks 22-26

Fees/Budget

WestEd is proposing an all-inclusive price of \$22,000.00 with the following breakdown of activities:

Activity	
1. Interviews	(~10 Interviews)
2. Surveys <ul style="list-style-type: none"> a. School/District level staff (possible options) <ul style="list-style-type: none"> i. District administrators ii. Site administrators iii. General education teachers iv. Special education teachers v. Related service personnel (speech, OT/PT) vi. Paraprofessionals b. Parents/family members 	(2 Surveys)
3. Focus Groups-Possible groupings-could be combined) <ul style="list-style-type: none"> a. District administrators b. Site administrators c. General education teachers d. Special education teachers e. Related service personnel (speech, OT/PT) f. Paraprofessionals g. Parents/family members h. Students 	(3 Focus Groups TBD)
4. School observations <ul style="list-style-type: none"> a. Short classroom walkthroughs b. Interviews with principals 	(School observations)
5. Data Analysis (including but not limited to:)	

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<ul style="list-style-type: none"> a. SYSD data b. Special Education Indicator Data (Annual Performance Reports) c. District Strategic Plans d. Other: 	
--	--

San Ysidro School District Contact:

Oscar Madera
Director of Special Education
San Ysidro School District
oscar.madera@sysdschools.org
619-428-4476 X 3057

WestEd Contacts:

Dona Meinders, Co-Project Director
dmeinde@wested.org
916-725-2468

Ann Hern, Co-Project Director
ahern@wested.org

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

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

INITIAL: MA
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH CREATIVE BUS SALES FOR THE "PIGGYBACK"
PURCHASE OF A NEW WHEELCHAIR ACCESSIBLE VAN

BACKGROUND INFORMATION:

The District has a need for wheelchair appropriate vehicles in order to meet the students' transportation needs. The van currently in the fleet is beyond economical repair. It is more cost effective to invest in the purchase of at least one new 9-passenger wheelchair accessible van.

Public Contract Code authorizes school districts to enter into contract under certain conditions requiring the Board to determine that the contract is in the best interest of the District, and all payments to the vendor will be under the same terms and conditions as the original "Piggyback" bid contract.

The District wishes to acquire/purchase one new van under the South County Support Services Agency Bid No. 18/19-SC11-01, which was awarded to Creative Bus Sales. The District will receive significant savings if the van is purchased through this "Piggyback" contract valid through December 4, 2019. The cost implication is \$62,905.83 (tax included).

RECOMMENDATION:

Approve the agreement with Creative Bus Sales for the purchase of one new school van via a "Piggyback" agreement with South County Support Services Agency Bid No. 1819-SC11-01 at an estimated cost of \$62,905.83 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

\$62,905.83 (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



Creative Bus Sales

Creative Bus Sales
14740 Ramona Avenue
Chino, CA 91710

Phone: 909.465.5528
Fax: 909.465.5529
www.creativebussales.com

Buyer's Order Contract

Date:	November 4, 2019	Unit #(s):	TBD
Customer Name:	San Ysidro School District		
Contact:	Paulo Azevedo	Phone:	619-428-4476 ext 3065
Address:	4350 Otay Mesa Road	Fax:	
City, State, Zip:	San Ysidro, CA 92173	E-Mail:	paulo.azevedo@sysdschools.org
Sys2K Entity #:		Salesperson:	Mauro Bologna
Ship To Address:	Attn: Paulo Azevedo - San Ysidro School District - 4350 Otay Mesa Road		
Ship To Address Cont'd:	San Ysidro, CA 92173		
Ship To Phone:	619-428-4476 ext 3065	Ship To Email:	paulo.azevedo@sysdschools.org
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	
Description of Vehicle:	2019 or newer Transit-Works 350 wheelchair van		
VIN #:	TBD		
Engine Type:	Gas	FOB Terms:	Shipping
Number of Passengers:	9	Wheelchair Positions:	2
Estimated Delivery Date:	14 Days ARO	Payment Terms:	Net 15
		Unit Price	\$ 66,385.00
		Delivery	\$ -
Possession State:	CA	Incentive (Non-Taxable)	\$ (6,965.00)
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ -
		Base Selling Price	\$ 59,420.00
		ADA Amount (Non Taxable)	\$ 14,919.00
		Total Taxable Amount	\$ 44,501.00
		Sales Tax	\$ 3,448.83
7.750%	CA - San Ysidro		\$ -
			\$ -
			\$ -
Notes:	Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico. All rebates and incentives will be signed over to Creative Bus Sales. California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		
		DMV Estimated Fees	\$ 30.00
		DMV Electronic Filing Fee	\$ -
		Tire Fee	\$ 7.00
		Fees Sub-Total	\$ 37.00
		Total Price Per Unit	\$ 62,905.83
		Quantity	1
		Contract Total	\$ 62,905.83
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		Balance Due	\$ 62,905.83

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

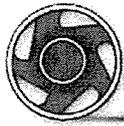
Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature: _____

Creative Bus Sales: Mauro Bologna _____

CBS Signature: _____

11/4/2019



Creative Bus Sales

Quote to purchase Transit Works wheelchair van

Capacity: Seven passengers including driver and two wheelchair positions

Line	Price Calculations	Bid Option Reference #	Per Bus	1 Buses
<i>Pricing based off South County Support Services Agency Bid #1819-SC11-01 (F)</i>			\$56,750.00	
<i>Additional Approved Options...</i>				
1	Increase Wheelbase to 148"	2	\$970.00	
2	Upgrade to Transit 350 chassis	4	\$3,800.00	
3	Upgrade to Medium Roof	5	\$850.00	
4	Add additional passenger seat (two @ \$550 each)	24	\$1,100.00	
5	Add additional wheelchair position	30	\$950.00	
6	Add back-up camera with monitor in mirror	49	<i>Included</i>	
<i>GPC discount...</i>			<i>-\$5,000.00</i>	
Sub-total			\$59,420.00	\$59,420.00
Add sales tax			7.75% \$3,448.83	\$3,448.83
Total			\$62,868.83	\$62,868.83
DMV Fee			\$30.00	\$30.00
CA Tire Fee			\$7.00	\$7.00
Invoice Amount			\$62,905.83	\$62,905.83
Delivery Date				14 Days ARO
* Adjusted for non-taxable special needs equipment				
Wheelchair lift, lift door and lift accessories			\$14,919.00	
Total non-taxable items			\$14,919.00	

October 10, 2019

Joe Angeli, School Bus Sales Manager
Creative Bus Sales
14740 Ramona Avenue
Chino, CA 91710

RE: Bid #1819-SC11-01

Notice is hereby given that South County Support Services Agency Bid #1819-SC11-01 is currently valid until December 4, 2019. Request for a one year renewal will be presented at the next regularly scheduled board meeting, which is November 6, 2019.

Cordially,



Gary Geringer
Agency Director

GG:lh

AGREEMENT BETWEEN OWNER AND VENDOR

BID #1819-SC11-01

This Agreement effective 11/15/2018, by and between South County Support Services Agency, Fresno County, California, hereinafter called the "Owner" and Creative Bus Sales, Inc. hereinafter called the "Vendor".

WITNESSETH: That the Vendor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE. The Vendor agrees to supply and deliver Pupil Transportation Equipment free from any and all liens and claims, all in strict compliance with the drawings and specifications therefore and other Contract documents relating thereto. Any Pupil Transportation Equipment ordered after the initial order will require only a purchase order from Owner to Vendor, which purchase order shall modify this Agreement.

ARTICLE II. CONTRACT. The Vendor and the Owner agree that the following documents constitute the Contract: Notice to Bidders, Instructions to Bidder's, Bid Form, Bid Bond, Agreement between Owner and Vendor, Drawings, Specifications, addenda issued prior to bid, and other documents referred to in this Agreement. The Contract documents are complementary and each obligation of the Vendor in any one shall be binding as if specified in all.

ARTICLE III. TIME TO DELIVER AND WRITTEN ACCEPTANCE. Time is of the essence in this Contract, and the time of delivery shall be within 120 days after full execution of this Agreement or Owner's forwarding a purchase order for additional Pupil Transportation Equipment to Vendor, whichever is applicable; provided however that delivery shall be deemed completed only upon Owner's written acceptance of the Pupil Transportation Equipment.

If the Vendor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold payment, and to collect the interest thereon, which would otherwise be or become due the Vendor until the liability of the Vendor under this section has been finally determined. If the withheld amount is not sufficient to discharge all liabilities of the Vendor incurred under this Article, the Vendor shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

ARTICLE IV. PAYMENT. The Owner agrees to pay the Vendor in current funds for the performance of the Contract the full amount due within 30 days after the later of the delivery of the Pupil Transportation Equipment, which is not deemed to be completed until Owner accepts the Pupil Transportation Equipment in writing, and Vendor's submission of a satisfactory invoice.

ARTICLE V. TERMINATION. Owner reserves the right to terminate the Contract if Vendor fails to carry out any obligation, term, or condition of the Contract. Owner shall give 10 days written notice to Vendor to cure a default. If Vendor fails to cure within that time period to Owner's satisfaction, Owner may terminate the Contract.

ARTICLE VI. INSPECTION. Pupil Transportation Equipment must conform to the specifications and other Contract documents and may be subject to Owner's inspection and written acceptance.

If another public school district desires to purchase Pupil Transportation Equipment pursuant to Article X of this Agreement, the Vendor shall pay Owner an Agency fee of forty-five hundredths (.45%) for each Pupil Transportation Equipment ordered/purchased.

ARTICLE VII. WARRANTY. Vendor warrants that the Pupil Transportation Equipment will be free from all defects of materials and workmanship and shall be fit and sufficient for the purposes intended. Vendor shall replace defective materials and workmanship at no cost to Owner.

ARTICLE VIII. OPERATIONS AND MAINTENANCE MANUALS. Vendor shall provide Owner with operations and maintenance manuals with delivery of Pupil Transportation Equipment to Owner.

ARTICLE IX. INDEMNIFICATION AND RISK OF LOSS. The Vendor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property resulting from or arising out of or in any way connected with the performance by the Vendor of the Contract or for any infringement of any patent rights, copyright or trademark of any person or persons in consequence of the use by Owner of the Pupil Transportation Equipment provided pursuant to the Contract and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against Owner arising out of the performance by the Vendor of the Contract. This indemnification shall be in addition to any other indemnification provisions contained in the Contract.

Ownership and risk of loss of the Pupil Transportation Equipment shall not transfer to Owner until Owner has paid the full price for the Pupil Transportation Equipment and received in return signed and executed DMV documentation. Until transfer of ownership occurs, Vendor shall maintain sufficient liability insurance to insure against loss, damage, destruction, injury or death that may result while the Pupil Transportation Equipment is, among other things, being manufactured, transported, delivered, inspected and accepted. Ownership and risk of loss do not transfer to Owner if the Pupil Transportation Equipment is delivered pursuant to Article VI and Article X, and Vendor shall maintain sufficient liability insurance to insure against loss, damage, destruction, injury or death that may result removed by Vendor or the other public school district from South County Support Services Agency.



ARTICLE X. PIGGYBACK CLAUSE.

A. All public school districts in all Counties in the State of California ("Other Agency (ies)") may lease or purchase Pupil Transportation Equipment at the same price under the terms and conditions of this Contract and Public Contract Code section 20118, as amended by Chapter 730 of the Statutes of 2006 ("A.B. 1967") for 365 days following the date of the award of this Contract. Vendor shall promptly inform Owner in writing of all agreements by contract, lease, requisition, or purchase order for leases purchases authorized by Other Agencies under the terms and conditions of this Contract and Public Contract Code section 20118, as amended by A.B. 1976. Vendor shall provide for final delivery of Pupil Transportation Equipment to Other Agency and shall ensure that Pupil Transportation Equipment is accepted. Owner maintains the right to cancel the provisions of Article X at any time without cause.

B. All documents, warrants or checks shall be delivered to the successful bidder.

C. Contract prices and terms for piggyback purposes remain firm for 365 days following the date of award of this Contract. At 5 p.m. PST on that date the ability to piggyback on this Contract shall terminate. However, prior to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extensions shall not exceed five years from the date of the award of this Contract.

D. Owner makes no representation that the use of this Contract by any Other Agency is, in fact authorized by law. Vendor and Other Agency should seek their own independent legal determination as to the lawfulness of this Contract.

ARTICLE XI. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Vendor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIII. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XIV. BINDING EFFECT. Vendor, by execution of Agreement, acknowledges that Vendor has read this Agreement and the other Contract documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Vendor and the Owner and their respective successors and assigns.

ARTICLE XV. SEVERABILITY. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ARTICLE XVI. AMENDMENTS. The term of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by Owner's Board.

ARTICLE XVII. ASSIGNMENT OF CONTRACT. The Vendor shall not assign or transfer by operation of law or otherwise any or all of its right, burdens, duties or obligations without the prior written consent of the Owner.

ARTICLE XVIII. SAFETY REGULATIONS. Pupil Transportation Equipment shall comply with all applicable safety ordinances, regulations, and statutes.

ARTICLE XIX. LAW AND VENUE. The Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state court located in Fresno County, California.

ARTICLE XX. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an office of the corporation for whom it was intended, or if delivered at or sent by registered or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XXI. NO WAIVER. No action of failure to act by the Owner shall constitute a waiver of a right or duty afforded it under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

Vendor:

Creative Bus Sales, Inc.
14740 Ramona Avenue
Chino, CA 91710



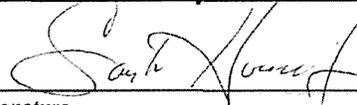
Signature

Anthony Matijevich, President

Signed by

Owner:

South County Support Services, Agency
16644 S. Elm Avenue
Caruthers, CA 93609



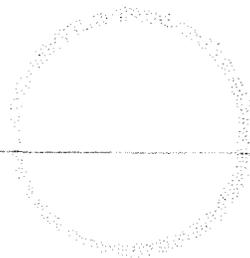
Signature

Sandra Horvitz, Agency Director

Signed by

NOTE: Vendor must give the full business address of the Vendor and sign with Vendor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president, or any vice president, and then followed by a second signature by the secretary, assistant secretary, and the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the

matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.



SPECIFICATIONS

Bid #1819-SC11-01(F)

Van Bid

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of manufacture. Additionally, the South County Support Service Agency (SCSSA) is requiring the following supplementary specifications. Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided. Equivalency of any exceptions to the items requested will be solely at the discretion of the SCSSA.

Van shall be delivered within 30 days from the date of order, F.O.B. Destination to SCSSA.

Minimum Specifications Required	Specifications furnished
<p>New van capable of transporting up to five passengers (four seated with one open WC position) plus driver in a proper and safe manner.</p> <p>Acceptable manufacturers include Ford (Transit Works Van)</p> <p>Bidder must be a valid franchised dealer in the State of California for the unit(s) bid.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: 2018 or newer</p> <p>Manufacturer: Ford/ Transit Works</p> <p>Capacity: Five</p>
<p>Vehicle Dimensions</p> <p>G.V.W.R.: Minimum 8,550 lbs.</p> <p>Minimum wheelbase: 130"</p> <p>Approximate overall height: 100"</p>	<p>G.V.W.R.: 8,550 lbs.</p> <p>Wheelbase: 130"</p> <p>Overall height: 100"</p>

Specifications

Item	Minimum Specifications Required	Specifications furnished
Airbags	Side airbags and safety canopy curtain airbags.	Comply
Alarm	Backup alarm.	Comply
Camera	Rearview camera.	Comply
Chassis	Ford Transit 150 with the following: <ul style="list-style-type: none"> • Four-wheel anti-lock disc brakes • AdvanceTrac with Roll Stability Control • Side wind stabilization • Poser steering with tilt steering column • Spring suspension with gas shock absorbers • Minimum 3.7L gasoline engine (flex fuel capable) • Speedometer, odometer, oil pressure, water temperature and alternator gauges, tire pressure monitoring system • Minimum 220-amp alternator • Five LT235/65Rx16E tires • Six-speed automatic transmission • Transmission cooler • 25-gallon fuel tank • 3.73 rear axle ratio 	Comply
Color	Oxford white exterior color with Pewter Grey interior. Black bumpers.	Comply
Fire extinguisher	5 lb. fire extinguisher	Comply
Floor	Aluminum Floor System that is made from Aluminum Extruded sections. The sections will interlock together. Sections of the Aluminum Extrusion shall be designed so that Aluminum L Track can be installed flush mount into the extrusion structure. Upon request, provide documentation of "in-vehicle" testing done on the Aluminum Floor system that complies with all FMVSS regulations pertaining to Seat installation and Wheelchair securement devices.	Comply

Item	Minimum Specifications Required	Specifications furnished
	Minimum of eight sections of flush mount aluminum L-Track shall be installed into the vehicle Aluminum Floor system. Size M10 bolts spaced no more than 6" apart shall fasten the L-Track into tapped sections of the Aluminum Floor System. No more than (2) two bolts per L-Track will be bolted through the chassis metal floor. Flush mounted L-Track will be made from AL 6082-T6 Aluminum.	Comply
HVAC	OEM front and rear AC and heat	Comply
Power Group	Power mirrors, power windows, power door locks and keyless entry.	Comply
Radio	AM/FM stereo w/ digital clock, audio input jack, two speakers in front and four speakers in rear.	Comply
Reflectors	Triangle reflector kit.	Comply
Seats (front)	Dual vinyl bucket seats with driver side and passenger side airbags.	Comply
Seats (rear passenger)	Seating for three passengers with three-point restraints.	Comply
Steps	Exterior step at driver's door and passenger doors.	Comply
Wheelchair lift	Braun Century Series model 919 or equivalent.	Comply
Wheelchair tiedowns	One set of seven-point tiedowns.	Comply
Windows	Full set of tinted windows in passenger area.	Comply

Additional approved options available

Item #	Description	Price
1.	Change to dual rear wheel chassis	\$1,800
2.	Increase wheelbase up to 148"	\$970
3.	Upgrade to Transit 250 chassis	\$1,800
4.	Upgrade to Transit 350 chassis	\$3,800
5.	Upgrade to medium roof	\$850
6.	Upgrade to high roof	\$2,000
7.	Upgrade to EcoBoost engine	\$900
8.	Upgrade tires and wheels	\$800
9.	Upgrade rear axle ratio	\$240
10.	Decrease GVWR	N/A
11.	Increase GVWR	N/A
12.	Remove aluminum floor system	(\$1,500)
13.	Change to GM chassis	N/A
14.	Change to Dodge chassis	\$4,500
15.	Change to diesel powered drive train	\$6,000
16.	Change to full battery-electric drive system	\$227,000
17.	Clipper Creek or equivalent charging equipment	\$3,500
18.	Add charge-depleting hybrid package	N/A
19.	Add charge-sustaining hybrid package	N/A
20.	Add CNG package	\$38,000
21.	Add propane package	\$12,000
22.	Add drive-line retarder	\$11,000
23.	Add fire suppression system	\$4,500
24.	Add or remove passenger seat	\$550
25.	Add ISO latch to passenger seat	\$190
26.	Add integrated child seat (ICS) to passenger seat	\$350
27.	Add Safeguard Star seat	\$120
28.	Automatic tire chains	\$3,500

Item #	Description	Price
29.	Remove wheelchair lift, lift door and lift accessories	\$2,800
30.	Add or remove wheelchair station	\$950
31.	Digital color two-head camera system	\$1,700
32.	Additional camera heads for camera system (price per camera)	\$400
33.	Upgrade to high-definition camera heads	\$150/unit
34.	DVD player with flip down monitors	\$4,650
35.	Remove specified AC system	N/A
36.	Pre-trip inspection system (ship loose)	\$1,500
37.	Install pre-trip inspection system	\$1,500
38.	GPS/fleet management tracking system	\$1,700
39.	Add parcel racks	\$800
40.	Add luggage compartment	\$800
41.	Increase engine warranty (price per year)	\$1,500
42.	Increase transmission warranty to five years/unlimited miles	\$1,500
43.	Increase chassis warranty (price per year)	\$1,200
44.	Increase body warranty (price per year)	\$800
45.	Upgrade alternator	N/A
46.	Add air-ride suspension	N/A
47.	Add liquid-spring suspension	\$9,000
48.	Add block heater	\$300
49.	Add back-up camera with monitor in mirror	\$1,200
50.	Add back-up sensors mounted in rear bumper	\$400
51.	Install 360-degree view camera system	\$2,500
52.	On-board WIFI	\$950
53.	Add USB charging port	\$250/unit
54.	Add over-the-air programming	\$300
55.	Add collision mitigation system	\$2,500
56.	Cost plus 5% on items not listed	Comply

SOUTH COUNTY SUPPORT SERVICES AGENCY

MINUTES BOARD OF DIRECTORS Regular Meeting December 5, 2018

PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Sandra Hoevertsz at 9:00 A.M.

ATTENDANCE...

Orin Hirschhorn, President
Jeff Percell, Vice President
Shelley Manser, Clerk
Reatha Martinez, Member
Mike Iribarren, Member
Victor Villar, Member
Dan Conway, Member
Sandra Hoevertsz, Agency Director
Maricela Ordoñez, Business Manager
Lynn Hill, Administrative Assistant

ADOPTED
DATE Jan 9, 2019

...PUBLIC PRESENTATION – NONE

ORGANIZATION OF BOARD OF DIRECTORS... 1462

Motion to nominate Orin Hirschhorn as President of the Board of Directors
MSC: Shelley Manser, Dan Conway

Yes: 7 No: 0

Motion to nominate Jeff Percell as Vice-President of the Board of Directors
MSC: Mike Iribarren, Shelley Manser

Yes: 7 No: 0

Motion to nominate Shelley Manser as Clerk to the Board of Directors
MSC: Orin Hirschhorn, Dan Conway

Yes: 7 No: 0

CONSENT ITEMS... 1463

1463.1 THRU 1463.4 CONSENT ITEMS

Motion to approve consent items of the Regular Meeting of the Board of Directors

MSC: Jeff Percell, Reatha Martinez

Yes: 7 No: 0

DISCUSSION ITEMS...1464

1464.1 IT Update: During the month of November work was completed on data drops for new portables at one school site. Two new virtual servers were installed for a school district. There has been new distribution email accounts established for the Agency.

1464.2 The following policies were presented for first review or final action.

First Reading

BP 3350 – Travel – Revised/Reviewed

Final Reading

BP 4021 and BP 4022 – to be adopted

BP 4022a (blank) – to be eradicated

1464.3 Job Description: Board reviewed job descriptions for PC Tech I and PC Tech II with changes indicated. Job descriptions will be presented in the January meeting for final approval.

***1464.4** Bid #1819-SC11-01: Agency Director reviewed Bid from Creative Bus, Inc. for Pupil Transportation Equipment which was the only bid submitted and was responsive responsible.

1464.5 2018/2019 First Interim Report: Director of Finance, presented the 2018/2019 First Interim Report, along with the variances in the report

1464.5 January 2019 Board Meeting: The January meeting date was changed to the second Wednesday, January 9th due to school winter brake schedules.

ACTION ITEMS... 1465

1465.1 Board Policy 4021 and 4022

Motion for the Board of Directors of South County Support Services Agency to adopt BP 4021 and BP 4022

MSC: Jeff Percell, Reatha Martinez

Yes: 7 No: 0

1465.2 Board Policy 4022a

Motion for the Board of Directors of South County Support Services Agency to approve to eradicate BP 4022a

MSC: Dan Conway, Shelley Manser

Yes: 7 No: 0



1465.3 Bid #1819-SC11-01 Pupil Transportation Equipment

Motion of the Board of Directors of South County Support Services Agency to award Bib #1819-SC11-01 to Creative Bus, Inc.

MSC: Dan Conway, Mike Iribarren

Yes: 7 No: 0

1465.4 2018/2019 First Interim Report

Motion of the Board of Directors of South County Support Services Agency to approve 2018/2019 First Interim Report

MSC: Victor Villar, Dan Conway

Yes: 7 No: 0

MISCELLANEOUS ITEMS... 1466

No Items

ITEMS FROM THE BOARD MEMBERS...1467

No Items

FUTURE AGENDA ITEMS...1468

Statement of Economic Interest – Electronic Filing

CLOSED SESSION...1469

Motion for the Board of Directors of South County Support Services Agency to adjourn to closed session at 10:02 AM

MSC: Dan Conway, Shelley Manser

Yes: 7 No: 0

Reconvene

The Board of Directors of South County Support Services Agency reconvened to regular session at 10:56 AM

MSC: Jeff Percell, Shelley Manser

Yes: 7 No: 0

CLOSED SESSION ACTION...1470

Motion for the Board of Directors of South County Support Services Agency to accept resignation of employee #6554 as School Bus Driver

MSC: Jeff Percell, Victor Villar

Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to dismiss employee #3987

MSC: Dan Conway, Shelley Manser

Yes: 7 No: 0

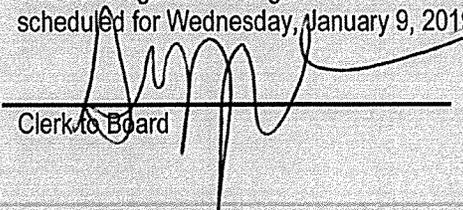
ADJOURNMENT...1471

Motion to adjourn the Wednesday, December 5, 2018 regular meeting of the Board of Directors at 10:59 AM

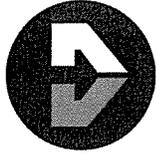
MSC: Reatha Martinez, Dan Conway

Yes: 7 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, January 9, 2019 at 9:00 A.M



Clerk to Board



DRIVERGE
VEHICLE INNOVATIONS

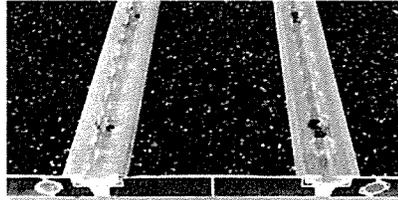
SMARTFLOOR™ FLEXIBLE FLOORING SYSTEM

SmartFloor provides the flexibility to meet changing ridership needs

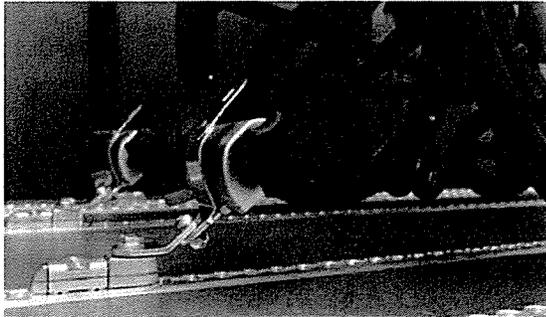
SmartFloor meets all ADA & FMVSS requirements... and is GSA Approved

SmartFloor is fully tested to meet rigorous US safety standards

Over 30,000 worldwide installations



SmartFloor is the #1 flexible flooring system in Europe and North America. This innovative modular technology allows for quick and easy movement of seats and wheelchair positions nearly anywhere within a vehicle. NEMT vans and transporters can now be converted from ambulatory to wheelchair transport and back as often as needed, taking less than a minute per seat to install or remove. SmartFloor can also be ordered with popular floor coverings, such as Altro Transflor.

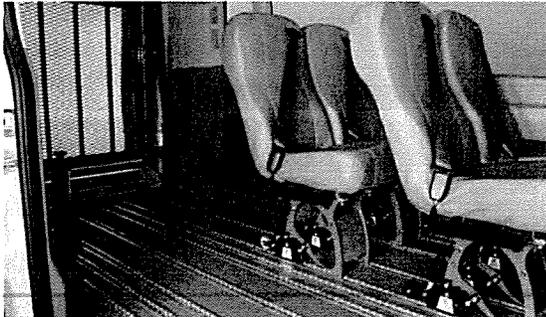


GSA & State Bid Contracts

Approved by the GSA, SmartFloor has been listed on the GSA Federal Contract since 2014 – and continues to be added to many State bids. It's also approved by Transport Canada.

Why Insist on SmartFloor?

- Innovative seat bases with wheels means no lifting. Simply roll to the lift for removal or move to another spot to make room for wheelchairs.
- Constructed with 1-1/4" extruded aluminum, SmartFloor adds significant strength to unibody frames currently found in the Ford Transit and Ram ProMaster.
- Installed as one piece with automotive-grade adhesive, there's no risk of exposed bolts causing damage to the underbody or other components.



Approved State Contracts

- Arizona
- California
- Delaware
- Florida
- Kansas
- Kentucky
- Louisiana
- Michigan
- New Mexico
- New York
- North Dakota
- Oregon
- Pennsylvania
- Texas
- Virginia
- Washington



SMARTFLOOR™
Easy • Quick • Safe Flexible

Ideas made to move

*** Proof of Publication ***

The Sentinel
Lee Central California Newspapers
P.O. Box 9
Hanford, CALIFORNIA 93272
PHONE 888-790-0915
Sentinel_Finance@lee.net

SOUTHWEST TRANSPORTATION AGENC

16644 SOUTH ELM AVENUE
CARUTHERS CA 93609

ORDER NUMBER 85737

Publication- The Selma Enterprise Kingsburg Recorder

State of California

County of Fresno

I am a citizen of the United States and a resident of the county
forsaied; I am over the age of eighteen years, and not a part to or
interested in the above-entitled matter. I am the principal clerk of The
Selma Enterprise Kingsburg Recorder, a newspaper of general
circulation, printed and published daily in the city of Selma and
Kingsburg, County of Fresno, and which newspaper has been
adjudged a newspaper of general circulation by the superior court of
the County of Fresno, State of California, under the date of July 8,
1952, case number 86769(Selma), and September 20, 1953, case
number 84716 (Kingsburg).

That I know from my own personal knowledge the notice, of which the
annexed is a printed copy (set in type not smaller than nonpareil), has
been published in each regular and entire issue of said nespaper and
not in any supplement thereof on the following dates, to wit:

PUBLISHED ON: 10/31/2018, 11/07/2018, 11/14/2018

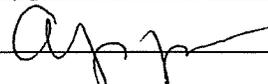
TOTAL AD COST: 468.42

FILED ON: 11/14/2018

I certify (or declare) under penalty of perjury that the foregoing is true
and correct.

Dated at Fresno County, California

This Day 14 of November, 2018.

Signature _____


RECEIVED NOV 16 2018

AD#85737

NOTICE TO BIDDERS
BID #1819-SC11-01

NOTICE IS HEREBY GIVEN THAT the South County Support Services Agency
(hereinafter referred to as "Owner") County of Fresno, State of California, will receive seal
bids prior to the date and time stated for the Bid Opening for:

Public Transportation Equipment

As per specification and contract documents which may now be obtained from Owner:

South County Support Services Agency
16644 South Elm Avenue
Caruthers, California 93609

All bids must conform and be responsive to the contract documents. Bid and appropriate
documents can be obtained in person at the Business Office between 9:00a.m. and
2:00p.m. Monday through Friday or via email by submitting request to
accounting@southvestlpa.org.

Bids will be sealed and filed in the office of Agency Director:
South County Support Services Agency
16644 South Elm Avenue
Caruthers, California 93609

On November 15, 2018 before 8:00 A.M. on the clock designated by the Owner or its
representative as the bid clock. Facsimile (FAX) copies of the bid will not be accepted.

Bids will be opened on November 15, 2018, at South County Support Services Agency
16644 South Elm Avenue, Caruthers, Ca. 93609 at 8:00 A.M., as calculated by the clock
designated by the Owner or its representative as the bid clock

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at
least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a
bid bond is used, it must be issued by an Admitted Surety (an insurance organization
authorized by the Insurance Commissioner to transact surety insurance in the State of
California during this calendar year), which shall be given as a guarantee that the bidder
will enter into a Contract if awarded the Work and will be declared forfeited, paid to, or
retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into
the Contract provided by the Owner after being requested to do so. The surety insurer
must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond,
have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent
rating companies. Owner reserves the right to approve or reject the surety insurer selected
by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory
to the Owner.

Owner may purchase one or more School Bus(s). This is an indefinite quantity bid. All
public school districts in all Counties in the State of California may purchase identical items
at the same unit price under the terms and conditions of the Contract and pursuant to
Public Contract code section 20118, as amended by Chapter 730 of the Statutes of 2008
(A.B. 1967) for 365 days following the date of the award of this Contract. At 5 p.m. PST on
that date the ability to piggyback on this Contract shall terminate. However, prior to that
original expiration date, and the expiration of any authorized extensions, Owner may
extend the term of the Contract in writing. The original term and all extensions shall not
exceed five years from the Award of the Contract.

The Governing Board of Directors of the South County Support Services Agency reserves
the right to reject any and all bids received in whole or part, to waive any irregularities in the
bids or bidding, and to be the sole judges of suitability of products offered

Unless otherwise required by law, no bidder may withdraw its bid for a period of 30 days
after the date set for the opening thereof or any authorized postponement thereof. The
Owner reserves the right to take more than 30 days to make a decision regarding the
rejection of bids of the award of the Contract.

SIGNED

Sandra Robles
South County Support Services Agency

14D.14
Page 20 of 36

Publication Dates:
October 31, 2018
November 7, 14, 2018

INSTRUCTIONS TO BIDDERS

SECURING DOCUMENTS:

Drawings and Specifications are available at:

**South County Support Services Agency
16644 S. Elm Avenue
Caruthers, CA 93609
(559) 644-1000**

BID # 1819-SC11-01

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form obtained from the Owner. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the **Agency Director** who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner.
4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.
5. Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured

by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact the business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc., or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Vendor and to require Vendor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Agreement if awarded the Contract, and in case of refusal or failure to enter into said Agreement, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

6. To ensure accountability in warranty and after sales service any distributor submitting a bid must own and operate a minimum of one full-service maintenance facility in California. Additional services facilities throughout California are preferred. The Distributor owned facility must have been in full operation for a minimum of 12 consecutive months immediately preceding the date of the award.
7. Owner may purchase one or more Pupil Transportation Equipment. This is an indefinite quantity bid. All public school districts in all Counties in the State of California may purchase identical items at the same unit price under the terms and conditions of the Contract and pursuant to Public Contract Code section 20118, as amended by Chapter 730 of the Statutes of 2006 (A.B. 1967) for 365 days following **November 15, 2018**. At 5 p.m. PST on that date the ability to piggyback on this Contract shall terminate. However, prior to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extensions shall not exceed five years from **November 15, 2018**.
8. Bids shall be sealed and filed at the location designated in the Notice to Bidders on **November 15, 2018 before 8:00 a.m.** on the clock designated by the Owner or its representative as the bid clock. Facsimile copies of the bid will not be accepted. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Notice to Bidders for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids. The Owner reserves the right to take more than 30 days to make a decision regarding the rejection of bids or the award of the Contract.

OPENING OF BIDS:

Bids will be opened on **November 15, 2018 at South County Support Service Agency, at 8:00 a.m.** as calculated by the clock designated by the Owner or its representative as the bid clock. Opening of bids shall be as soon after the hour set as will be possible. Any and all bidders will be permitted to attend.

EXAMINATION OF CONTRACT:

Before submitting a bid, bidders shall examine the drawings, read the specifications and the other Contract documents. Bidders shall fully inform themselves as to all requirements for the Contract and shall include in the bid a sum to cover all of the requirements. All bids shall be F.O.B. the delivery location, **South County Support Service Agency**. All costs for delivery and any packaging of Pupil Transportation Equipment are the responsibility of Vendor and shall not be included in the bid.

OR EQUAL:

The use of a name of a manufacturer, or any special brand or make, in describing a product does not restrict bidders to that manufacturer or specific product. An equal of the named product will always be given due consideration. The "or equal" product must be equal or better in quality, utility and all other requirements to the manufacturers or brands Owner specified. Bidders must submit a request for substitution, supporting data and requested samples **5 days** before the bid opening. Samples are to be provided at bidders' cost. Samples may be destroyed during testing. If not destroyed, they may be returned, upon request, at bidders' expense. The make or brand and grade of the product must be stated in the bid form if it is not the specific product the Owner named. When the make or brand or grade is not stated, it is understood to be the specific product the Owner named.

FORM OF AGREEMENT BETWEEN OWNER AND VENDOR:

The form of Agreement between Owner and Vendor that the successful bidder will be required to execute, if awarded the Contract, is a part of this bid package.

ADDENDA OR BULLETINS:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications, shall be covered in the bid, and shall be made a part of the Contract.

EVIDENCE OF RESPONSIBILITY:

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in performing the type of Contract required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's responsibility to perform the proposed Contract may result in rejection of the bid.

BIDDERS INTERESTED IN MORE THAN ONE BID:

No person, firm or corporation shall be allowed to make or file or to be interested in more than one bid. A person, firm or corporation submitting a sub-proposal to a bidder, or who has quoted prices on material to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

AWARD OF CONTRACT:

Rejection of any or all bids, to contract with whomever and in whatever manner, to abandon the Contract entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may, at its sole discretion, require from the proposed successful bidder further evidence of its reasonable qualifications to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner and specified herein and shall be entered into by the successful bidder within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of the Contract at any time before the full execution of the Agreement between Owner and Vendor.

EXECUTION OF AGREEMENT BETWEEN OWNER AND VENDOR:

The Agreement between Owner and Vendor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. If the successful bidder does not comply with this paragraph, Owner may award the Contract to the next lowest bidder or otherwise proceed as allowed by law.

INSPECTION:

All products furnished under the Contract are subject to inspection and rejection. Vendor bears all expenses incurred in connection with furnishing products for inspection.

PAYMENT:

Payment to the Vendor on account of the Contract shall be made in accordance with the terms of the Contract.

TAXES:

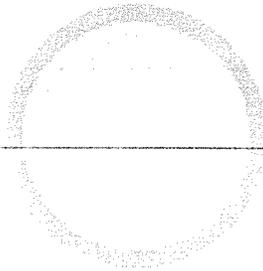
The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Vendor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the bid.

EARLY TERMINATION:

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for payment under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order performance on the Contract to cease. The Owner will remain obligated to pay for the work already performed, but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

TIME OF DELIVERY AND ACCEPTANCE; LIQUIDATED DAMAGES:

Vendor agrees to deliver within 120 days from the date of the purchase order as on-time delivery. Delivery shall be deemed complete only upon Owner's written acceptance of the Pupil Transportation Equipment.



BID FORM

BID # 1819-SC-11-01

DATE: November 9, 2018

SOUTH COUNTY SUPPORT SERVICES AGENCY

WE RESPECTFULLY SUBMIT FOR YOUR CONSIDERATION OUR BID TO SUPPLY AND DELIVER PUPIL TRANSPORTATION EQUIPMENT AS FOLLOWS:

CHASSIS:	Ford	MODEL:	Transit 150		
MAKE:	Ford	YEAR OF MANUFACTURE:	2018 or newer		
WHEELBASE:	130" WB	ENGINE:	3.7L V-6 gasoline HP: 275 HP		
BODY MAKE	Ford	MODEL:	Transit 150/TransitWorks	CAPACITY:	5 passengers
TRANSMISSION:	Automatic				<u>4</u> AMBULATORY <u>1</u> WHEELCHAIR

CASH PURCHASE PRICE:	\$	56,750.00
STATE SALES TAX:	\$	4,525.81 (7.975%)
2007 CA TIRE TAX:	\$	7.00
TOTAL BID:	\$	61,282.81
Escalator for each subsequent year: [Owner to fill in]		Up to 5%

I/WE HAVE EXAMINED THE DETAILED MINIMUM SPECIFICATIONS AND GUARANTEE THIS BID TO BE IN ACCORDANCE THEREWITH. THE ABOVE PRICE INCLUDES ALL DEALER PREP, PRE-DELIVERY SERVICE, NECESSARY LETTERING, F.O.B. DELIVERY, AND DOCUMENTATION FEE.

If written Notice of Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of Agreement present in the Contract documents in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Creative Bus Sales, 14740 Ramona Avenue, Chino, CA 91710
O: 909.465.5528; F: 909.465.5529; joea@creativebussales.com

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name Anthony Matijevich

Title President

Name of Company Creative Bus Sales, Inc.

Business Address 14740 Ramona Avenue, Chino, CA 91710

Telephone Number 909.465.5528

State of Incorporation, if Applicable California

Evidence of authority to bind corporation is attached.

Dated: November 9, 2018

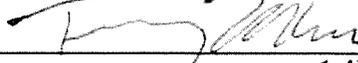
Signed 
Anthony Matijevich

Additional Signature Lines if Applicable:

Print or Type Name Terry McCrea
Title Chief Financial Officer

Name of Company Creative Bus Sales, Inc
Business Address 14740 Ramona Avenue
Telephone Number Chino, CA 91710
909.465.5528

Dated: November 9, 2018

Signed 
Terry McCrea

BID OPENING

BID #1819-SC11-01

November 15, 2018 before 8:00 A.M.

The clock is now 9am and all bid submission is closed.

Bid Number	Name	Bid Amount	
#1	CREATIVE BUS SALES	A \$78,227.59	E \$444,759.53
		B \$386,561.00	F \$61,282.81
		C \$135,411.15	G \$210,453.78
		D \$173,094.43	H \$49,918.44
#2			
#3			
#4			
#5			
#6			

NOTES		
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The apparent low bidder is: **CREATIVE BUS**

We will check all the requirements and bid documents to announce the responsible responsive bidder to recommend that our Board award the project.

Announce 3 days after bid opening.

Creative Bus Sales, Inc
Response to South County Support Services Agency Bid #1819-SC11-01
November 9, 2018

Final bid pricing converted from figures to words.

- A: \$78,227.59 - Seventy-Eight Thousand, Two Hundred Twenty-Seven and Fifty-Nine Hundredths
- B: \$386,561.00 - Three Hundred Eighty-Six Thousand, Five Hundred Sixty-One
- C: \$135,411.15 - One Hundred Thirty-Five Thousand, Four Hundred Eleven and Fifteen Hundredths
- D: \$173,094.43 - One Hundred Seventy-Three Thousand, Ninety-Four and Forty-Three Hundredths
- E: \$444,759.53 - Four Hundred Forty-Four Thousand, Seven Hundred Fifty-Nine and Fifty-Three Hundredths
- F: \$61,282.81 - Sixty-One Thousand, Two Hundred Eighty-Two and Eighty-One Hundredths
- G: \$210,453.78 - Two Hundred Ten Thousand, Four Hundred Fifty-Three and Seventy-Eight Hundredths
- H: \$49,918.44 - Forty-Nine Thousand, Nine Hundred Eighteen and Forty-Four Hundredths



Bond No. Bid

KNOW ALL MEN BY THESE PRESENTS, that we, Creative Bus Sales, Inc.

as principal, and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation existing under the laws of the State of Ohio, having its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202, as surety, are held and firmly bound unto South County Support Services Agency

as obligee, in the penal sum of Ten Percent of the Attached Bid Amount

Dollars (\$ 10% of attached bid amount), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors and assigns, Jointly and severally, firmly by these presents.

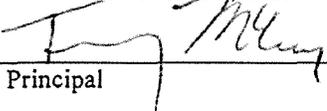
SIGNED, sealed and dated this 8th day of November, 2018.

WHEREAS, the said principal Creative Bus Sales, Inc.

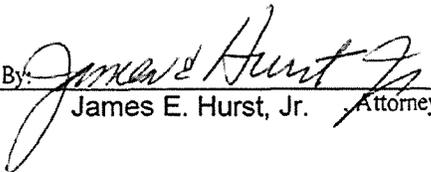
herewith submitting a proposal for Bid # 1819-SC11-01

NOW, THEREFORE, the condition of this obligation is such that, if the said principal shall be awarded the said contract, and shall within Sixty (60) days after receiving notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the principal's bid and the amount for which the obligee may legally contract with another party to perform the work, if the latter amount be in excess of the former; but in no event shall the liability hereunder exceed the penal sum hereof.

Creative Bus Sales, Inc.


Principal

GREAT AMERICAN INSURANCE COMPANY

By: 
James E. Hurst, Jr. Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

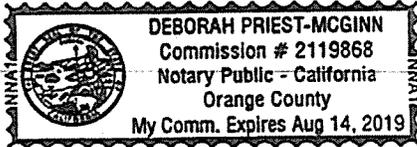
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On November 8th, 2018 before me, Deborah Priest-McGinn
Date Here Insert Name and Title of the Officer
personally appeared James E. Hurst, Jr.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~ whose name~~s~~) is/~~is~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in
his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature~~s~~ on the instrument the person~~s~~,
or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Deborah Priest-McGinn
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 14926

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MATTHEW F. SCHAFNITZ	BOTH OF	BOTH
JAMES E. HURST, JR.	LAGUNA NIGUEL, CALIFORNIA	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of MARCH 2016

Attest

GREAT AMERICAN INSURANCE COMPANY



Matthew C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 24TH day of MARCH 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

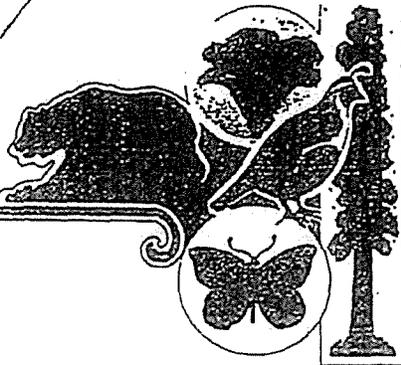
CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

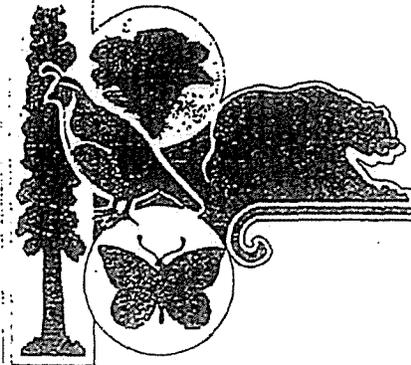
Signed and sealed this 8th day of November, 2018.



Matthew C. B.
Assistant Secretary 14D.14



State of California



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, MARCH FONG EU, *Secretary of State of the State of California*, hereby certify:

That on the 4TH day of January, 19 90,

CREATIVE BUS SALES, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this
19th day of January, 1990

March Fong Eu

Secretary of State

1650311

ARTICLES OF INCORPORATION
OF
CREATIVE BUS SALES, INC.

FILED *B1*
In the office of the Secretary of State
of the State of California

JAN 4 1990

March Fong Eu
MARCH FONG EU, Secretary of State

FIRST: That the name of the corporation is:

CREATIVE BUS SALES, INC.

SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code. The specific purpose of this corporation is to engage in the selling, leasing and servicing of buses and motor coaches.

THIRD: The name of this corporation's initial agent for service of process in the State of California is:

C T Corporation System

FOURTH: This corporation is authorized to issue only one class or shares of stock; and the total number of shares which this corporation is authorized to issue is One Thousand (1,000) shares without par value.

IN WITNESS WHEREOF, the undersigned has executed these Articles this 29th day of December, 1989.

Richard D. Bird
Richard D. Bird, Incorporator

A057479Z

1656311 SURV

FILED
In the Office of the Secretary of State
of the State of California

JAN 01 2002 *PCS*

Bill Jones
BILL JONES, Secretary of State

CERTIFICATE OF OWNERSHIP
AM ACQUISITION CORPORATION

Anthony Matijevich, Jr. and Victoria E. Matijevich certify that:

1. They are the duly elected and acting President and Secretary, respectively, of AM ACQUISITION CORPORATION, a California corporation (this "Corporation").

2. This Corporation owns all of the outstanding shares of CREATIVE BUS SALES, INC. a California corporation (the "Subsidiary").

3. The board of directors of this Corporation duly adopted and approved the following resolution:

RESOLVED, that this Corporation merge with and into the Subsidiary (with this Corporation as the disappearing corporation and the Subsidiary as the surviving corporation), and that the Subsidiary assume all remaining obligations of this Corporation pursuant to Section 1110 of the California General Corporation Law.

4. ~~The merger of this Corporation with and into the Subsidiary is to be effective as of January 1, 2002.~~

5. The outstanding shares of this Corporation shall be converted pro rata into shares of the Subsidiary.

6. The board of directors of the Subsidiary has duly adopted and approved the merger of this Corporation with an into the Subsidiary pursuant to a plan of merger.

They further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Date: December 6, 2001

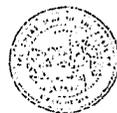
Anthony Matijevich, Jr.

Anthony Matijevich, Jr., President

Date: December 6, 2001

Victoria E. Matijevich

Victoria E. Matijevich, Secretary



I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 23 2011

Date: _____

Debra Bowen
DEBRA BOWEN, Secretary of State
14D.14
Page 36 of 36

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 4

BACKGROUND INFORMATION:

Due to the reconfiguration and modernization that took place at La Mirada and Smythe Schools, there are several outstanding post construction items that need to be identified and resolved. The District, with the assistance of the Facilities Consultant, is looking into closing out these projects with the Division of the State Architect (DSA).

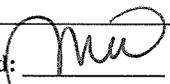
Aguilar Architects, is the Architect and Engineering company that designed the schools modernization projects and is assisting the District with post construction issues affecting the completion and successful closeout and certification of the Smythe and La Mirada Schools.

Amendment No. 4: Includes fire & life safety/access compliance unit to provide a motor operator devise to power the kitchen door to meet the accessibility code requirements for the schools certification without having to upgrade portions of the kitchens.

RECOMMENDATION:

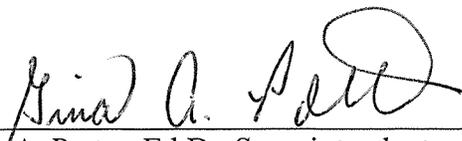
Approve Amendment No. 4 to the Aguilar Architects Agreement for Post Construction items that require attention for DSA closeout of the La Mirada and Smythe Modernization Projects in an amount up to \$9,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input type="checkbox"/> New	<input checked="" 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?			
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Requisition # 	
\$9,500.00 <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>	

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



October 25, 2019

Mr. Paulo Azevedo
Director of Maintenance, Operations, Transportation and Facilities
San Ysidro School District
4350 Otay Mesa Road, San Ysidro, CA 92173

Aguilar Architects
30131 Town center Drive,
Suite 104
Laguna Niguel, CA 92677
C 949.230.8875
T 949.387.5949
aguilararchitects.com

Subject: Post Construction – Construction Observation and DSA Close-out Services for Smythe and La Mirada Elementary Schools Amendment #04

Dear Paulo,

Aguilar Architects, Inc. is pleased to present this Amendment #04 for Architecture, and Engineering Post Construction Services for Architectural Modifications and Power to Motor the Door Operation in the wall between the Kitchen and the Multi-Purpose Room for the Smythe and La Mirada schools.

At our DSA meeting of September 25th, the DSA Field Inspector, Mr. Scott Uyeda requested that the wall and door between the Kitchen and the Multi-Purpose Room for the Smythe and La Mirada schools be modified to meet current DSA accessibility standards. The District had previously explained to DSA that the kitchen has yet to be upgraded and was not a part of the current construction contract; however, an arrangement was made with DSA’s fire & life safety/access compliance unit to provide a motor operator devise to power the kitchen door to meet the accessibility code requirements for the schools certification without having to upgrade portions of the kitchen.

SCOPE OF SERVICES

Aguilar Architects and their electrical engineers will provide the following Scope Change related Services:

- a) Drawing revisions for the addition of power, door operator, door hardware, motor, punch button stations, mounting and calculations for the door operator in the wall between the kitchen and MP Rooms.
- b) Time for one site visit (architect and electrical engineer) to review existing wall and electrical conditions.
- c) One visit for construction administration is included.
- d) Preparation and submittal of CCD for DSA’s approval.

OPTIONAL SERVICES NOT INCLUDED IN THIS AMENDMENT

The following services have not been included in this proposal, but may be provided as Supplemental Services at the request and authorization of the District:

- 1. Architectural and Electrical modifications beyond the sub electrical panel servicing the kitchen;
- 2. Application to municipal agencies other than DSA;
- 3. Phased construction;
- 4. Sustainability /LEED documentation and commissioning;
- 5. Special systems design/documentation;
- 6. Multiple DSA Submittals;
- 7. Design and documentation of bid alternates;



- 8. Title 24 Energy Code Commissioning/Acceptance forms;
- 9. Intrusion detection and A/V systems;
- 10. Fire sprinkler design and documentation;
- 11. Value engineering and Estimating services;

EXCLUDED SERVICES

- 1. Hazardous materials assessment or abatement;
- 2. Participation in utility rebate programs.

SPECIALTY CONSULTANTS TO BE PROVIDED AS ADDITIONAL SERVICES

The following services have not been included in this proposal, but can be provided as additional services at the District's request:

- 1. Financial analysis; and cost estimates.

COMPENSATION

SYSD will compensate Aguilar Architects, Inc. for the scope change listed above in accordance with the following additional fee:

Smythe Elementary School - Fixed Fee: \$ 4,750.00

La Mirada Elementary School - Fixed Fee: \$ 4,750.00

This Amendment is subject to the terms and conditions of the original professional services agreement for the post-construction services including the insurance program.

This Amendment is subject to the terms of the original professional services agreement in regard to reimbursable expense billing.

* * * * *

If you find this proposal satisfactory, it will be used as the basis of an amendment (Amendment #04) to our existing Post-Construction contract with terms and conditions incorporating the intent of this proposal. If you have any questions, please contact me at 949 230-8875. I will be pleased to review and discuss this proposal with you.

Thank you for the opportunity to submit this proposal to you. We enthusiastically look forward to working with you on completing this long-delayed project.

Aguilar Architects, Inc.

Guillermo Aguilar, AIA
Principal

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

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

INITIAL: gap
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH THE CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) FOR GAMUT POLICY PLUS FOR 2019-2020

BACKGROUND INFORMATION:

The Governing Board recently adopted new San Ysidro School District Board Policies (please see policy series approval dates below).

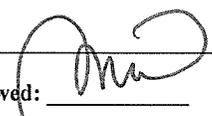
- 0000 Series – Board approved June 13, 2019
- 1000 Series – Board approved June 13, 2019
- 2000 Series – Board approved June 13, 2019
- 3000 Series – Board approved May 9, 2019
- 4000 Series – Board approved July 11, 2019
- 5000 Series – Board approved June 13, 2019
- 6000 Series – Board approved July 11, 2019
- 7000 Series – Board approved July 11, 2019
- 9000 Series – Board approved April 11, 2019

CSBA updates approximately 100 policies every year to stay up to date with changes in the law. Policy Plus is designed to help stay on top of policies and keep them current with the help of CSBA policy staff. In Policy Plus staff can post, edit and update policies directly on GAMUT. It also includes ongoing policy consulting and the ability to submit revised policies to CSBA for review before they are adopted. Subscribers can take advantage of the track changes editor, advanced global search features, and the ability to integrate policies with the agendas.

RECOMMENDATION:

Approve the agreement with California School Boards Association (CSBA) for Gamut Policy Plus for 2019-2020 at an approximate cost of \$3,175.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u></u>
Financial Implications?		Are funds for this item available in the 2019-2020 Budget?			
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
\$3,175.00 <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>	

Recommended for: Approval Denial

Certification Requested Yes No

Superintendent's Office Certification:



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

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association (“CSBA”) and San Ysidro School District of San Ysidro, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date”) upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site confidential and constitute trade secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service, but acknowledges and agrees that it holds no proprietary rights related to the Service

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

(a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law; (b) circumvent any user limits or other timing, use or functionality restrictions built into the Services; (c) remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services); (d) frame or mirror any content forming part of the Services; or (e) access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

San Ysidro School District

Robert J. Tuerck
Assistant Executive Director
Policy & Governance Technology

Marilyn Adrianzen
Chief Business Official

Date

Date

Board approved: _____

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

ATTACHMENT A

Subscriber is contracting for and agrees to pay for the following Services described in this Attachment. Subscriber will be billed for these services pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscription may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions, to be provided through GAMUT:

Module	Fee
GAMUT Policy ¹	\$2,810
GAMUT Policy <i>Plus</i>	\$2,925

2. Training and Set Up Fees. Subscriber agrees is contracting for the following training and

Module	Fee
Set Up Fee ²	\$250
On Site Training ³	N/A

California School Boards Association

San Ysidro School District

Robert J. Tuerck
Assistant Executive Director
Policy & Governance Technology

Marilyn Adrianzen
Chief Business Official

Date

Date

Board approved: _____

¹ CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

² Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

³ On Site Training fees do not include plus the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

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

INITIAL: *LV*
 Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH CATHOLIC CHARITIES
FOR FOSTER GRANDPARENT PROGRAM

BACKGROUND INFORMATION:

The mission of the Foster Grandparent Program is to create an enriching environment for retired Seniors to remain active while making an impact on the needs of their communities. Senior volunteers provide one-to-one assistance for children with special and exceptional needs including tutoring and mentoring.

The San Ysidro School District has been a host site for the Foster Grandparent Program for over 28 years. Each year, Catholic Charities, the program sponsor for the Foster Grandparent Program, renews their agreement to host the program with a "Memorandum of Understanding" outlining the responsibilities of the host and sponsor. The Preschool & Child Development Program can accommodate up to seven (7) grandparent volunteers to assist staff at the three preschool sites (Child Development Center, Sunset Preschool and Ocean View Hills Preschool). Each Foster Grandparent Volunteer receives a daily meal from the school site cafeteria. The in-kind cost per meal is \$4.00 per Foster Grandparent Volunteer. Note: No religious instruction/worship is offered through this program.

The Addendum is to ensure that the sponsor has the appropriate indemnification and insurance coverages for their organization and staff assigned to our District during the term of the agreement.

RECOMMENDATION:

Approve the agreement and addendum with Catholic Charities for the Foster Grandparent Program that will be in effect from January 1, 2020 through December 31, 2020 at a cost up to \$4,380.00 from the Preschool's donation account.

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? Are funds for this item available in the 2019-2020 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Business Services Reviewed: <i>mm</i> Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<div style="border: 1px solid black; padding: 5px; text-align: center;">\$4,380.00 (Amount)</div>	<div style="border: 1px solid black; padding: 5px; text-align: center;">Preschool & Child Development Donation Account (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 5px; text-align: center;">J (Funding account number)</div>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Gina A. Potter

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

CATHOLIC CHARITIES FOSTER GRANDPARENT PROGRAM

MEMORANDUM OF UNDERSTANDING

*Catholic Charities
And
San Ysidro School District CDC*

Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The Volunteer Station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days notice for a major alteration of terms and immediately for a minor change by either of the parties.

The Memorandum of Understanding will be in effect from January 1, 2020 through December 31, 2020.

1. The sponsor will:
 - a. recruit, interview, screen (includes DOJ, FBI fingerprinting, NSOPW Sex Offender checks and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
 - b. Furnish adequate volunteer accident and medical insurance at \$50,000 per occurrence and excess liability insurance coverage in the amount of \$1,000,000 each occurrence, \$3,000,000 aggregate as required by Foster Grandparent Program (FGP) Federal Guidelines. Proof of coverage to be provided with the annual renewal of the MOU agreement.
 - c. retain full responsibility for the management and fiscal control of the program.
 - d. require physical examination for all volunteers prior to assignment and annually thereafter.
 - e. specify those activities which are appropriate and inappropriate for volunteers to perform.

- f. provide on-going in-service training for volunteers throughout their tenure in the program.
- g. in cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.
- h. Provide technical support regarding program services, guidelines and policies and procedures upon initial startup and/or as needed.
- i. Under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
- j. No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

2. The Volunteer Station will (please initial):

- 1. _____ accommodate 6 Foster Grandparent Volunteers to serve at least 3 children each who have special or exceptional needs or a need for academic support for a minimum period of 15 hours per week.
- 2. _____ develop and track Volunteer Assignment Plans, as appropriate, for each child assigned to a Foster Grandparent.
- 3. _____ assist the FGP Director to develop and monitor Performance Measurements and track related data in conformity with federal program regulations.
- 4. _____ compile and/or provide to the FGP Director outcome related data for year end performance and outcome reports.
- 5. _____ designate a Volunteer Station Coordinator to serve as liaison with the Program.
- 6. _____ provide supervision of volunteers in coordination with the FGP staff.
- 7. _____ provide volunteers with site specific orientation, training (20 hours of pre-service for new volunteers), and assignments which utilize their skills and abilities.

8. _____ may provide cash/in-kind contribution(s) in support of the program.
9. _____ has the right to request the FGP Director to transfer or remove a volunteer.
10. _____ provide for adequate health and safety protection of volunteers at the volunteer station.
11. _____ validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, Volunteer Assignment Plans, Accident & Injury Incident Reports.
12. _____ Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference, military status or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.
13. _____ provide recognition of volunteer's contributions at volunteer Stations and support annual Foster Grandparent Program recognition luncheon.
14. _____ provide meeting space for training purposes, individual interviews and consultations.
15. _____ notify program staff immediately of any accident or emergency involving a Foster Grandparent.
16. _____ ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing/advertising materials when the information is related to the Catholic Charities Foster Grandparent Program.
17. _____ With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agencies and/or organizations.

18. _____ Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
19. _____ Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
20. _____ Displacement of Employees: The Volunteer Station will not assign FGP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
21. _____ under no circumstances may an FGP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization, or agency may request or receive any compensation from services of FGP volunteers.
22. _____ No FGP volunteer or employee of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of FGP with such activity.

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Appaswamy Pajanor

TITLE Executive Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

By _____
Sharin Yetman

TITLE FGP/SCP Director,
Catholic Charities

ADDRESS PO Box 121831
San Diego, CA 92112

DATE _____

VOLUNTEER STATION/DISTRICT

Preschool and Child Development Center

BY: _____
Lorena Varela-Reed

TITLE: Director

ADDRESS
1800 Smythe Ave.

San Ysidro, CA 92173

619-428-2352

DATE _____

SYSD REPRESENTATIVE

San Ysidro School District

BY: _____
Marilyn Adrianzen

TITLE: Chief Business Official

ADDRESS
4350 Otay Mesa Road

San Ysidro, CA 92173

619-428-4476

Board Approved: _____

DATE: _____
TO: Foster Grandparent Program of San Diego County
FROM: Lorena Varela-Reed, San Diego School District CDC
RE: In-Kind Meals

This is to certify that between the period of January 1, 2020 through December 31, 2020, meals at a minimum value of \$4.00 (_____please initial) each will voluntarily be provided by our facility from non-federal funds for Foster Grandparent volunteers assigned at this site.

Foster Grandparents' time sheets will verify the number of meals provided monthly.

Volunteer Station Administrator

Date

**CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM**

SHARE OF COST AGREEMENT

This Share of Cost Agreement between Catholic Charities Foster Grandparent Program

and

San Ysidro School District CDC

is effective from January 1, 2020 through December 31, 2020. The Volunteer Station voluntarily agrees to support the Foster Grandparent Program through a contribution of \$200 per calendar year per Foster Grandparent volunteer at the site. It is understood that this support is not a fee for service.

Consider this confirmation as verification that cash contributions in support of the Catholic Charities Foster Grandparent Program for 2020 are from non-federal resources.

Payment may be made as a one-time payment, or on a quarterly or monthly basis. Checks should be made out to Catholic Charities, Foster Grandparent Program.

Signed: _____
Volunteer Station Administrator

Date: _____

MEMORANDUM OF UNDERSTANDING ADDENDUM

Catholic Charities (Sponsor)
And
San Ysidro School District (District)

Term: January 1, 2020 through December 31, 2021

Both the Sponsor and the District (Parties) agree to the following:

- **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.
- **INSURANCE:**
In addition to the insurance coverage provided in section 1.b above, the parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date.

All Coverages. Insurance policy required by this Agreement shall not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

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

Signers:

FOSTER GRANDPARENT PROGRAM

By _____
Appaswamy Pajanor

TITLE Executive Director,

Catholic Charities

DATE _____

By _____
Sharin Yetman

TITLE FGP/SCP Director,

Catholic Charities

DATE _____

VOLUNTEER STATION/DISTRICT

Preschool & Child Development Center

BY: _____
Lorena Varela-Reed

TITLE Director

DATE _____

SYSD REPRESENTATIVE

San Ysidro School District

BY: _____
Marilyn Adrianzen

TITLE Chief Business Official

Board Approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: DISPOSAL OF 2018-19 INITIAL ENGLISH LANGUAGE PROFICIENCY ASSESSMENT OF CALIFORNIA (ELPAC) SECURE TEST MATERIALS

BACKGROUND INFORMATION:

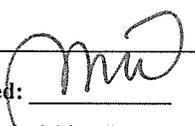
The documents below are considered Class 3 (Disposable Records – required retention period and procedures for destruction or transfer of records as specified in the California Code of Regulations Code Section 16025). These records have been retained beyond the legal period as listed on the Records Retention Manual. Also, per Education Code 60530, schools may dispose of unusable surplus or undistributed obsolete instructional materials.

There is no further need to retain these records and instructional materials for use in the district and they will be destroyed through *Corodata*. These Initial English Language Proficiency Assessments for California (ELPAC) testing materials are dated from the 2018-2019 initial testing period and are required to be securely destroyed after the close of the testing window. The testing window for the 2018-19 Initial ELPAC testing window closed on June 30, 2019.

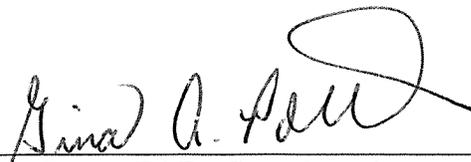
RECOMMENDATION:

Approve the destruction of Initial English Language Proficiency Assessments for California (ELPAC) testing materials related to the Educational Services Department dated from July 2018 – June 2019.

LCAP GOAL AND ACTION/SERVICE:

<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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
TBD <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>	

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



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Willow School
Manuel Bojorquez, Principal

INITIAL: *MB*
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH MANO-A-MANO FOUNDATION

BACKGROUND INFORMATION:

The Mano-a-Mano Foundation was established to provide cultural sensitive, educational and supportive services to Latino families in the North County San Diego community. It is a non-profit organization that provides skill building support groups that help parents and their children to encourage and nurture family success. Mano-a-Mano also promotes student and family involvement in school; drug and alcohol, and abuse awareness and education, gang prevention; parenting skill training and parent support groups.

Dr. Beatriz Villarreal will provide parent education workshops, actual and up-to-date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parents how to participate in an active, constructive and in a positive manner in their children's education. Parents will receive information on how to prevent at-risk behaviors and the strategies that will help them educate a healthy, well-mannered, independent, responsible and sensitive youth.

The parent educational workshops (8 weeks) will be offered at Willow School during the months of January through March 2020 at a cost up to \$4,000.00.

RECOMMENDATION:

Approve the agreement with Mano-a-Mano Foundation for parent educational workshops at Willow School during the months of January through March 2020 at a cost up to \$4,000.00 from Title I funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 3, Parent Engagement Parent participation in the educational process will increase annually.

3.3 Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

Renewal New Amendment Ratify Other

Business Services Reviewed: *MB*

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between Mano a Mano Foundation (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

To provide Parent Education workshops services at Willow School. An 8 week Spanish speaking program for Latino parents to provide actual, up-to date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parents how to participate in an active, constructive and positive manner in their children's education. Workshops give parents the information of how to prevent at-risks behaviors and the strategies that will help them educate a healthy, well mannered, independent, responsible and sensitive youth.

2. Scope of Services:

The SPEAKER shall perform the services described below for the compensation stated in Section 3:

Keynote speaker/presenter for parent educational meetings (8-week session) at the DISTRICT's Willow School Site where the school site administrator has approved. The term of this agreement is from January 30, 2020 to March 20, 2020 as scheduled with the school site administrator.

3. Compensation:

DISTRICT will pay SPEAKER a not to exceed amount of \$4,000.00. The DISTRICT is not responsible for any other expenses.

SPEAKER shall submit to DISTRICT an itemized invoice which indicates work completed. DISTRICT shall review each invoice to determine that the work performed is in compliance with the provisions of this Agreement. DISTRICT shall pay SPEAKER within 30 days and in accordance with this Agreement. Please note: Payments cannot be made in advance of services.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Insurance

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 with a general aggregate limit of \$2,000,000 the required occurrence limit. The San Ysidro School District must be named additional insured and endorsed.

Verification of Coverage

SPEAKER 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 SPEAKER's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of service stated in Section 2, above.

6. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

MANO A MANO

GUEST SPEAKER – DR. BEATRIZ VILLARREAL, DIRECTOR

Signature: _____ Date: _____

Address: _____

Telephone: (760) 492-8897 E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476

Board approved: _____

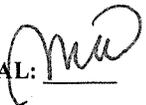
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH AMERICAN FIDELITY

BACKGROUND INFORMATION:

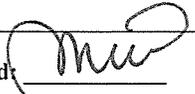
The District offers its employees the opportunity to purchase additional benefits. These benefits are optional and at the expense of the individual employees through monthly payroll deductions. American Fidelity has been the District's Section 125 Flexible Benefit Plan service provider for more than 10 years. Their services include:

- Prepare amended and restated plan documents, when necessary, based on information provided by you;
- Provide signed copies, if signatures are received, of all necessary Section 125 documentation in the case of an IRS audit of your plan;
- Provide an updated Administration Guide to assist you in the on-going administration of your plan;
- Provide an annual re-enrollment of your employees prior to the plan year anniversary date;
- Provide a 25% Key Employee discrimination test worksheet, when requested;
- Provide a 55% Average Benefits (for dependent care) discrimination test worksheet, when requested;
- Provide compliance assistance in interpreting the IRS regulations governing cafeteria plans;
- Furnish a semi-annual newsletter outlining changes to the sections of the tax code which impact cafeteria plans, as well as other pertinent information; and
- Provide copies of the laws and regulations governing cafeteria plans upon request.

RECOMMENDATION:

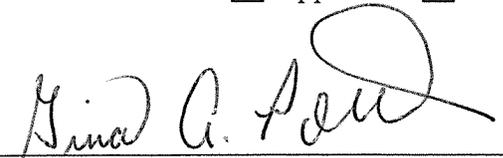
Approve/Ratify the agreement with American Fidelity to be the service provider for the Section 125 Flexible Benefit Plan from January – December, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<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 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	Requisition # <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px;"></div>
<div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;">N/A</div> (Amount)	<div style="border: 1px solid black; width: 200px; height: 20px; margin: 5px auto;">N/A</div> (Name of funding source and/or location)	<div style="border: 1px solid black; width: 200px; height: 20px; margin: 5px 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

WG-AcctAdmin-
S125@AmericanFidelity.com
Phone: (800)662-1113 ext. 8904
Fax: (800)240-0642



Thank you for giving American Fidelity the opportunity to serve as your Section 125 Plan service provider. Based on the information provided to us, we have prepared a plan document for review by you and your legal counsel. This document will supersede any previous plan document(s) that you may have in place.

After reviewing the documentation to ascertain its correctness, and if all is in order, **sign** the document(s), as required by IRS regulations. **To sign document(s), you will need to create a DocuSign account, free of charge.** In setting up your account, you will be asked to choose a signature and enter demographics. If someone other than you is required to sign the documents, please forward to them by clicking on "Other Actions" and select "Assign to Someone Else". Then enter the new recipients name and email address. You can download or print your documents by clicking the links in the confirmation email that you receive after the documents are signed. Signed copies will remain in DocuSign for access at any time.

As your Section 125 Plan service provider, American Fidelity will perform the following services:

- Prepare amended and restated plan documents, when necessary, based on information provided by you;
- Provide signed copies, if signatures are received, of all necessary Section 125 documentation in the case of an IRS audit of your plan;
- Provide an updated Administration Guide to assist you in the on-going administration of your plan;
- Provide an annual re-enrollment of your employees prior to the plan year anniversary date;
- Provide a 25% Key Employee discrimination test worksheet, when requested;
- Provide a 55% Average Benefits (for dependent care) discrimination test worksheet, when requested;
- Provide compliance assistance in interpreting the IRS regulations governing cafeteria plans;
- Furnish a semi-annual newsletter outlining changes to the sections of the tax code which impact cafeteria plans, as well as other pertinent information; and
- Provide copies of the laws and regulations governing cafeteria plans upon request.

As the plan sponsor/plan administrator, it is your responsibility, among other things, to prepare and file any required reports for the underlying welfare benefit plans, prepare and distribute a summary plan description to employees, provide COBRA, FMLA or HIPAA administration, verify that all benefits provided by other carriers in the plan are qualified for tax-exemption, assure that the plan is not discriminatory, and calculate imputed tax for employer-provided (Section 79) group term life coverage exceeding \$50,000, whether outside a cafeteria plan or being salary-reduced within a cafeteria plan. A copy of the Section 79 Uniform Table Calculation is included (for questions regarding this form, please contact us by email or by phone).

Some important reminders:

- **You must have an executed written cafeteria plan document meeting the legal requirements of Internal Revenue Code Section 125 and formally adopted by the employer.** The plan must contain operating rules covering benefit descriptions, eligibility rules, manner of employer contributions, maximum amount of employer and employee contributions, the plan year, timing of participant elections and the irrevocability of participant elections. In addition, the plan cannot discriminate in favor of highly compensated employees or key employees either as to eligibility to participate or in contributions and benefits.
- **If your plan provides either eligibility requirements or contributions and benefits that are not the same for all eligible employees it may be considered to be discriminatory. Please seek advice from your tax or legal counsel.**

- **In order to avoid the doctrine of constructive receipt, elections of pre-tax benefits must be made prior to the anniversary date of the plan.** All employees should sign either an affirmative election, or a statement that they are not making any changes for the coming plan year, and if waiving participation should sign a waiver. Mid-year election changes are only allowed if (1) a qualified event has occurred and (2) the change requested is on account of and consistent with the event. A change verification

form should be signed by the employee (see the Administration Guide for further guidance).

- If your plan document requires changes, please email us at WG-AcctAdmin-S125@americanfidelity.com. You will then receive a corrected copy electronically to be signed using DocuSign.

- Election forms must be maintained for a period of at least three years for audit purposes, and longer if you are subject to ERISA regulations. ERISA regulations require that records be maintained for a period of at least six years plus the current year; **the plan document and any amendments thereto must be maintained permanently.**

If your Section 125 cafeteria plan includes Flexible Spending Accounts (FSAs), the following may clarify frequent areas of concern:

- **Changes in the Unreimbursed Medical (Health FSA) Account** – If the Employer has subscribed to American Fidelity's uniform coverage risk policy, Health FSA participants will not be allowed to make any mid-year changes to their election for any reason except for termination of employment. No other change of status will be accepted. If the Employer is assuming the uniform coverage risk, certain mid-year changes may be permitted. Please refer to the Section 125 Administration Guide for more information.
- **Leave of Absence (LOA)** – During an unpaid leave of absence, contributions to the Health FSA account may either be pre-taxed in advance prior to the LOA, made on an after-tax basis while out on leave, or upon returning to work, may be prorated over the remaining pay periods. Contributions must continue in order for coverage to continue.
- **Options at Termination of Employment** – Terminating participants in the Health FSA must be offered COBRA, as follows: if the employer makes no contributions to the Health FSA and if the employee is exempt from HIPAA (has other medical coverage), then you are only required to offer COBRA through the end of the cafeteria plan year. As of the date of termination, if the employee has taken more out of the account than he has contributed, then you do not have to offer any COBRA coverage.

If your Health FSA includes the debit card, the following may clarify frequent areas of concern:

- Once the card is elected by the employee, it will be mailed to the participant approximately two weeks before the plan year begins. The card is ready to be used once it is received (and the plan year has begun); there is no further activation required.
- The participant is responsible for providing all receipts to American Fidelity Assurance as they are requested. If the participant does not respond to our requests for receipts in a timely manner, the debit card will be deactivated and will not be reactivated until the amount of the reimbursement is paid back, offsetting receipts are sent, or until the requested receipts have been received.
- The participant must reimburse American Fidelity Assurance for any ineligible expense charged to the card. The reimbursement can be in the form of a check or money order. If the participant does not reimburse American Fidelity for the ineligible claims, the card will be deactivated until restitution is made.
- ***If the participant does not reimburse American Fidelity for any ineligible claims or for any claims for which they do not submit receipts in a timely manner, the Employer is responsible for making an after-tax deduction from the participant's paycheck or adjusting the participant's W-2 in order to make the plan whole.***

Please refer to the administration guide included on our website <https://americanfidelity.com/admin-forms> for more information. The password for those forms is 125plan. Once again we look forward to assisting you with your Section 125 plan. Please email us at WG-AcctAdmin-S125@AmericanFidelity.com or call us at (800)662-1113 ext. 8904 any time you have a question concerning your plan.

Sincerely,

Section 125 Team
Account Administration Department
American Fidelity

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer: San Ysidro Elementary School District
Address: 4350 Otay Mesa Rd
San Ysidro, CA 92173
Employer Identification Number: 95-6002821
Nature of Business: Public School
Name of Plan: San Ysidro Elementary School District
Flexible Benefit Plan Certificated, Classified
and Management
Plan Number: 501

B. EFFECTIVE DATE

Original effective date of the Plan: April 1, 1995
**If Amendment to existing plan,
effective date of amendment:** January 1, 2020

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service: First day of the month following employment

Retiree Wording: N/A

Minimum Hours: All employees with 0 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.

Age: Minimum age of 17 years.

D. PLAN YEAR

The current plan year will begin on January 1, 2020 and end on December 31, 2020. Each subsequent plan year will begin on January 1 and end on December 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company
Accident and Hospital Indemnity**

**Kaiser Permanente
Group #4224-02**

**United Healthcare
Group # 1042 240002**

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

**American Fidelity Assurance Company
017 Kind Series**

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company
C-4 and all subsequent plans**

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Delta Dental
Group #7028-5001,#7028-5003, #7128-5001 and 7030-5003**

**Vision Service Plan
Group #712201-0030 & #712201-0029**

**MetLife
Dental**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed \$50,000.

N/A

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$0.00 per Plan Year

Maximum Contribution - \$5000.00 per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$200.00 per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - \$2700.00 per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: N/A

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement

Plan are not elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan are elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted _____.

**San Ysidro Elementary School District - 501
(Name of Employer)**

By: _____

Title: _____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII

**SW PD – 01/19 Document ID # 126765MCP #16898 Effective Date:01/01/2020 10/3/19
12:31 AM**

**SAMPLE PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN**

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:
- (a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 Effective Date The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 Elective Contribution The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected. **14D.20**

- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of “preventative care” set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.
- 3.02 **ENROLLMENT:** An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year and

shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer

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Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medical plan or under a

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children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
 - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to

- average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.

- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

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8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of

desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
- (i.) Drugs or medicines that require a prescription;
 - (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription; and
 - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
- (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of

such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

- 8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.
- 8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. ~~Not more~~ shall be payable on amounts recorded in any Participant's account.

- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

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- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

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10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.
- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate.

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The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and

shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
 2. reference to the specific Plan provision on which the denial is issued;
 3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
 4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

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A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:
1. The specific reason(s) for the denial,
 2. The specific Plan provision(s) on which the decision is based,
 3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
 4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
 5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

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- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

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- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed to include the provision determined to be void.

PD – 05/16

10/3/2019 12:31 AM

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

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

INITIAL: mu
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH TOM SILVA CONSULTING

BACKGROUND INFORMATION:

Tom Silva Consulting will provide Construction Management Services and will serve as a facility advisor, providing guidance and support on school facility planning, construction and communication plans. Mr. Tom Silva is knowledgeable of the District's facilities and processes.

RECOMMENDATION:

Approve the agreement with Tom Silva Consulting for Construction Management Services on an "as needed" basis at an hourly rate of \$150.00 and at an amount not to exceed \$15,000.00 for 2019-20 fiscal year.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Business Services Reviewed: mu

Financial Implications?

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

Requisition #

Yes No

Yes No

NOT TO EXCEED \$15,000.00 (Amount)

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

FOR

Gina A. Potter, Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: November 14, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH KEYANALYTICS

BACKGROUND INFORMATION:

KeyAnalytics (also known as California Financial Services) has been assisting the District with analysis and reports required to be in compliance with government agencies.

This Amendment includes the Annual & Five Year Developer Fees Report as required by Government Code Sections 66001 and 66006 and Education Code Sections 17620. KeyAnalytics will assist the District with the preparation of the necessary resolutions, public notices and report.

RECOMMENDATION:

Approve the agreement with KeyAnalytics to prepare the Annual & Five Year Developer Fee Report for 2018-19 at a cost up to \$4,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: MW

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

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



**PROFESSIONAL SERVICES
AGREEMENT**

By and Between

KEYANALYTICS

and

SAN YSDIRO SCHOOL DISTRICT

for

***Preparation of Annual and
Five-Year Reportable Fees Report***

THIS AGREEMENT, commencing on November __, 2019, by and between **San Ysidro School District**, located in the County of San Diego, California, a school district duly organized under the laws of the State of California (the "DISTRICT"), and C Financial Investment, Inc., a California corporation d.b.a. **KEYANALYTICS** (the "CONSULTANT").

WITNESSETH

WHEREAS, the DISTRICT has determined it has an immediate and ongoing need for the CONSULTANT to provide the professional consulting services set forth in Section I of this AGREEMENT including the referenced Exhibits attached hereto;

WHEREAS, the DISTRICT and the CONSULTANT have reasonably concluded that the described services herein do not currently constitute municipal advisory services as the term is applied by the SEC and the MSRB to firms acting as an advisor in connection with the analyzing, structuring or advising on matters related to the structuring and/or issuing of municipal securities;

WHEREAS, the CONSULTANT has disclosed that it is specifically not qualified to provide legal or investment advice related to legal matters that impact the use or restrictions of certain funds or the investment of any DISTRICT funds as part of its services hereunder; and

WHEREAS, the services required and described in this AGREEMENT are highly specialized and are not otherwise required by the DISTRICT except during periods when capital facilities are being funded and expended for its School Funding Program ("SFP"), for the ongoing maintenance and compliance related to any resulting municipal issuances, and/or State SFP applications.

NOW, THEREFORE, it is mutually agreed as follows:

The DISTRICT hereby retains the CONSULTANT to perform the services, upon the terms, subject to the conditions, and in consideration of payments as hereinafter set forth.

I. SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work") that is attached as Exhibit A to this AGREEMENT in a diligent manner consistent with the usual and customary professional standards. This AGREEMENT and the Statement of Work shall be referred to herein as the "AGREEMENT".

The CONSULTANT may be directed by the DISTRICT in writing to perform supplemental tasks, analyses, expert testimony or assignments related to the provision of the services ("Special Related Consulting Services") in this AGREEMENT. Such related services are intended to supplement the services as described herein as circumstances may, from time-to-time, require assistance with matters related to but not contemplated by this AGREEMENT.

II. COMPENSATION FOR SERVICES RENDERED

A. FEES

DISTRICT shall pay CONSULTANT a fee computed in accordance with the fee schedule incorporated into in each of the attached Statement of Work ("Fee Schedule") for the Consulting Services rendered.

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of any Special Related Consulting Services, based on the time and materials expended, at a rate of \$250 per hour plus expenses as described herein.

B. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Unless otherwise stated within the Fee Schedule, CONSULTANT shall be reimbursed for out-of-pocket expenses, which include extraordinary travel expenses, charges for outside services specifically requested by the DISTRICT, filing fees, other printing charges and other like expenditures -- provided that if any individual expense exceeds \$500.00, the CONSULTANT shall obtain the PRIOR WRITTEN APPROVAL of the DISTRICT's superintendent, chief business officer or facility planning representative -- each of whom shall be a DISTRICT employee. The CONSULTANT shall be reimbursed for such expenses upon submitting an itemized statement therefore. These expenses shall be billed no more frequently than quarterly, if incurred, and payable within thirty (30) days of receipt of the CONSULTANT's invoice.

C. INVOICES

Unless otherwise stated within the Fee Schedules, on or about the 15th day following each month during which Consulting Services are rendered hereunder, CONSULTANT shall deliver to DISTRICT an invoice for the Consulting Services performed and the reimbursable expenses incurred in the prior month. All fees and reimbursable expenses shall be payable within thirty (30) days of receipt of the CONSULTANT's invoice.

III. OTHER MATTERS

- A. Severability:** Should any portion of the AGREEMENT be invalidated through legal proceedings; the remaining portions of the AGREEMENT shall remain valid and binding upon both parties;
- B. Sub-consultants:** The CONSULTANT may utilize inputs and data provided by the DISTRICT, DISTRICT consultants, or other third parties retained by the CONSULTANT without or at the direction of the DISTRICT. The CONSULTANT agrees that all payments to such sub-consultants retained by the CONSULTANT shall be the sole responsibility of the CONSULTANT.
- C. Independent Contractor Status:** The CONSULTANT and any and all agents and employees of CONSULTANT shall perform the services required pursuant to this AGREEMENT as an independent contractor, not as officers, employees or agents of the DISTRICT. In providing

the services contemplated by this AGREEMENT, the CONSULTANT shall maintain a professional working relationship with the DISTRICT.

- D. Indemnity:** The CONSULTANT shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in court action with or in any manner arising out of the CONSULTANT'S performance of, or failure to perform, any of the duties contemplated by this AGREEMENT, unless such failure was caused in whole or in part by a negligent act or omission of the DISTRICT.

The DISTRICT shall indemnify and hold the CONSULTANT, its officers, agents and employees harmless from any and all actions or omissions to act which are the responsibility, in whole, or in part, of the DISTRICT. The obligation to indemnify and hold a party harmless as set forth herein shall include payment of any and all attorney's fees and other expenses which are the subject of such AGREEMENT to indemnify and hold harmless, in addition to any damages actually incurred.

- E. Special Provision for Ongoing Investigations, Litigation and Law Enforcement Related Activities:** The DISTRICT shall compensate the CONSULTANT separately, at its hourly consulting rate, for any ADDITIONAL services made necessary by any external investigation by State, County or Federal authorities of the DISTRICT's utilization of funds and expenditures or CONSULTANT prepared data provided that the investigation does not arise primarily from the activities of the CONSULTANT. The CONSULTANT shall be entitled to recover reasonable legal costs made necessary by its involvement in any such investigations including legal advice related to the preparation of materials to be used in testimony or as evidence in such investigations and legal expenses incurred as a result of proposed or actual legal actions involving the CONSULTANT that are not primarily the result of acts of gross negligence or misconduct of the CONSULTANT.
- F. Taxes:** The CONSULTANT shall be liable and solely responsible for paying all required taxes, including, but not limited to, federal and state income taxes and social security taxes, on all amounts payable to the CONSULTANT. All payments to the CONSULTANT shall be reported to the appropriate State and Federal tax authorities as required.
- G. Amendment:** This AGREEMENT cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by all parties.
- H. Compliance with Law:** While performing the services contemplated by this AGREEMENT, the CONSULTANT and the DISTRICT agree to comply with all applicable laws and regulations.
- I. Work Records:** All written work products generated by the CONSULTANT, shall be deemed to be the mutual property of the DISTRICT and the CONSULTANT. The DISTRICT's right to documents produced by the CONSULTANT pursuant to this AGREEMENT shall be limited to read-only copies of the work performed and shall not include any ownership

interest, license or possession of any spreadsheets, databases, computer models or data files utilized in preparing the read-only materials.

- J. Entire AGREEMENT:** This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral relating to the services to be provided in the AGREEMENT. Prior agreements not directly related to the services to be provided in this AGREEMENT shall remain in full force and effect.
- K. Successors Permitted, Assignment:** This AGREEMENT shall remain valid and binding upon a successor DISTRICT or CONSULTANT in the event that either entity is merged, unified, divided or formed as a successor to either of the two parties to this AGREEMENT.
- L. Execution of the AGREEMENT in Counterparts:** This AGREEMENT may be executed in several counterparts each of which shall be an original. Electronic signatures may be provided to this AGREEMENT or any amendment thereto consistent with the provisions of the California Uniform Electronic Transactions Act.
- M. Initial Term of the AGREEMENT:** The initial term of this AGREEMENT shall be one (1) year beginning on the date of this AGREEMENT.
- N. Renewal of the AGREEMENT:** At the expiration of the initial term, this AGREEMENT shall automatically renew on a month-to-month basis unless otherwise terminated or extended for a longer term by the mutual consent of the parties. Any renewal shall be considered an extension of the original AGREEMENT for the purposes of calculating fees.
- Failure to renew the AGREEMENT shall not result in a reduction, cancellation or termination of any fees which have been earned by, but not yet paid to the CONSULTANT during the term of the AGREEMENT, and all such fees shall remain payable pursuant to the AGREEMENT's provisions regarding CONSULTANT's fees for services provided hereunder.

- O. Termination of the AGREEMENT:** This AGREEMENT may be terminated by either party, with or without cause, upon thirty (30) days written notice of either the DISTRICT or the CONSULTANT. All fees (other than hourly fees that shall be paid on an hourly basis notwithstanding termination) shall be prorated according to the percentage of work completed by the CONSULTANT on the date of DISTRICT termination of other services to be provided under this AGREEMENT, and are due and payable no later than the effective date of termination.
- P. Fee Disputes:** The parties agree to work cooperatively to resolve any, if any fee, disputes that arise during the term of this AGREEMENT. Should such efforts fail to resolve any dispute(s), the parties agree that any legal costs incurred to enforce the terms of this agreement shall be recoverable by the prevailing party.
- Q. Notices:** Except for invoices submitted by the CONSULTANT, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed or send by electronic transmission to such party at their respective addresses as follows:

If to DISTRICT:

Marilyn Adrianzen
Chief Business Official
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Phone: (619) 428-4476
marilyn.adrianzen@sysdschools.org

If to CONSULTANT:

Steven Gald
Vice President, Public Finance
California Financial Services
555 Corporate Drive, Suite 100
Ladera Ranch, CA 92694
Phone: (949) 282-1077
sgald@calschools.com

All notices shall be effective immediately upon personal delivery or electronic transmission; or on the first business day after delivery to an overnight delivery service, or on the third business day if mailed, postage prepaid

IV. DISPUTE RESOLUTION

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- A. All parties to this AGREEMENT are giving up the right to sue each other in court, including the right to a trial by jury, except as provided in the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reasons(s) for their award.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this AGREEMENT.

Notwithstanding the foregoing, the arbitration forum rules chosen herein provide for only one arbitrator and for mutual participation by the DISTRICT and CONSULTANT in selecting the arbitrator. Arbitration is generally faster and less expensive than a court proceeding. It also offers the parties the opportunity to select a decision-maker who is knowledgeable with respect to the subject matter of the dispute.

DISTRICT and CONSULTANT shall use good faith efforts to resolve all disputes informally through direct discussions between the DISTRICT REPRESENTATIVE and a representative of the CONSULTANT to be appointed by the CONSULTANT for this purpose.

If the parties cannot resolve their dispute by direct consultation, the dispute shall be referred to mediation through the offices of Judicial Arbitration and Mediation Services (JAMS) at the JAMS office which is geographically most closely located to the chief administrative office of the DISTRICT. The parties shall jointly attempt to agree on a mediator from a list of mediators provided by JAMS but if they cannot so agree, they shall request that JAMS provide the parties with a list of potential mediators containing an odd number of not less than five, and the DISTRICT and the CONSULTANT shall alternatively strike one name from the list with the last remaining name deemed to be the mediator selected by the parties.

If the dispute is not resolved in mediation, the matter shall then be submitted to binding arbitration through JAMS and such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures.

Nothing contained herein shall limit either party from seeking injunctive or equitable relief from a court of competent jurisdiction, provided that such injunctive or equitable relief shall be solely in addition to, and not in substitution for the dispute resolution process otherwise provided herein.

The prevailing party in any arbitration or litigation procedure shall be entitled, in addition to any other relief to an award of reasonable attorney's fees incurred.

IN WITNESS WHEREOF, the DISTRICT has caused these presents to be properly executed and the CONSULTANT has caused these presents to be properly executed, as of the date hereinabove set forth.

SAN YSIDRO SCHOOL DISTRICT

By: _____

**Marilyn Adrianzen
Chief Business Official**

KEYANALYTICS

By: _____

**Michael Ogburn
Senior Vice President**

EXHIBIT A
STATEMENT OF WORK

**PREPARATION OF ANNUAL AND
FIVE-YEAR REPORTABLE FEES REPORT**

STATEMENT OF WORK

Preparation of Annual and Five-Year Reportable Fees Report

SERVICES TO BE PROVIDED BY CONSULTANT

Government Code Sections 66006 and 66001 provide that the DISTRICT shall make available to the public certain information and adopt prescribed findings relative to school facility fees adopted pursuant to Education Code Section 17620 and Government Code Sections 65995 (“Level 1 Fees” and “Commercial/Industrial Fees” collectively, “Statutory School Facility Fees”) and Government Code Sections 65995.5, 65995.6 and 65995.7 (“Level 2 Fees” and “Level 3 Fees” collectively, “Alternative School Facility Fees”). The described information and findings may be contained in an Annual and Five-Year Reportable Fees Report (“Report”) that is approved by the DISTRICT’s Board.

CONSULTANT will provide specialized consulting services to prepare Report for the DISTRICT. The specific activities to be performed by CONSULTANT include the following:

1. Prepare a Report for Fiscal Year 2018/2019 in compliance with applicable Government and Education Code Sections.
2. Assist the DISTRICT with the preparation of the necessary resolutions and public notices.
3. If requested by DISTRICT, attend one (1) Board meeting to review the Report with the Board and answer questions related to its content.

FEE SCHEDULE

The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the preparation of a Report for the DISTRICT, as described above, the following amounts:

1. **REPORT FEE:** The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the preparation of a REPORT for Fiscal Year 2018/2019, a fixed fee of \$3,000.00 plus any ordinary expenses.
2. **BOARD MEETING FEE:** The DISTRICT agrees to pay, and the CONSULTANT agrees to receive as full compensation for the CONSULTANT attending a Board meeting at which the Report is presented, a fixed fee of \$500.00 plus any ordinary expenses.

EXHIBIT B

MSRB G-42
Client Disclosure

MSRB G-42

Client Disclosure

For Non-Municipal Advisory Contracts

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

KeyAnalytics is a division of California Financial Services, a registered municipal advisor regulated by the Securities and Exchange Commission. These regulations require that certain standard disclosures and certain specific disclosures be made to every client. *KeyAnalytics* does not provide municipal advisory services. The CONSULTANT does not intend to provide municipal advisory services as part of this engagement. Should the DISTRICT desire such services, California Financial Services will prepare a separate agreement for the DISTRICT. These disclosures are being made to ensure that changes in regulatory interpretation as to the types of services that are deemed “municipal advisory” do not expose the CONSULTANT or the DISTRICT to regulatory action.

STANDARD DISCLOSURES

These standard disclosures include advice that would also apply to nearly all contractors that provide services to municipal entities. In general, they describe how various forms of compensation create incentives for conduct that might conflict with the best interests of the DISTRICT. All identified forms of compensation have potential conflicts. The rationale for informing the DISTRICT is to make DISTRICT representatives aware of these conflicts for the purpose of monitoring the performance of the CONSULTANT and managing each identified conflict in daily decision making.

SPECIFIC DISCLOSURES

The specific disclosures are more particular to the specific circumstances of the DISTRICT and the CONSULTANT. These conflicts typically include campaign contributions, gifts, relationships between DISTRICT decision-makers and employees of the CONSULTANT and CONSULTANT findings and recommendations that result in additional work and compensation for the CONSULTANT. California Financial Services requires its employees to disclose any family relationships or marital relations to the CONSULTANT and the

CONSULTANT generally prohibits any such person from acting as part of the DISTRICT consulting team. While consultants routinely make recommendations that lead to additional work and compensation, California Financial Services believes that disclosure of such conflicts ensures that DISTRICT management is aware of prior contracts and additional services that might be impacted by the CONSULTANT'S findings and recommendations.

PROVISIONS OF CONTRACT WITH DISCRETIONARY SERVICES

This AGREEMENT includes OPTIONAL Consulting Services to be provided by one or more KeyAnalytics staff that may also be California Financial Services municipal advisory professionals. In order for the CONSULTANT to provide any consulting services that might now or in the future be deemed "municipal advisory" services, the Securities and Exchange Commission requires us to provide written disclosure to the DISTRICT identifying the actual or potential conflicts of interest presented by various forms of compensation. We believe we may be obligated to provide this disclosure to protect both parties against regulatory action in the event that "municipal advisory" services is defined more broadly than is understood today. After considering these potential conflicts, the DISTRICT should determine whether the proposed form of compensation in the attached AGREEMENT best meets its needs for the agreed upon scope of services.

STANDARD DISCLOSURE OF POTENTIAL COMPENSATION CONFLICTS

Forms of compensation; potential conflicts. The forms of compensation for services deemed to be municipal advisory, if provided, vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed- upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g. a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend the unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g. monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g. a minimum monthly payment with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon a principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g. bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisors' compensation.

SPECIFIC CONFLICT OF INTEREST CHECKLIST

- Employee has made a political contribution to one or more elected DISTRICT officials;
- Employee has made a gift to a DISTRICT manager in excess of \$150, excluding meals related to District meetings and business;
- Employee has existing employment or consulting relationship with the DISTRICT;
- Employee has been a past employee of the DISTRICT within the prior 3 years;
- Family member of an employee is an employee or past employee of the DISTRICT;
- DISTRICT employee or Board member has a contractual relationship with the CONSULTANT or any of its subdivisions;
- CONSULTANT employee has had a contractual relationship with a District employee or Board member in any of the last three years;
- Employee receives compensation that is directly related to and contingent upon the issuance of debt by the DISTRICT;
- DISTRICT has a pre-existing Agreement with CONSULTANT for services that would be directly related to and contingent upon the issuance of debt by the DISTRICT;
- Proposed AGREEMENT will create a relationship with CONSULTANT that may generate additional compensation to CONSULTANT that would be directly related to and contingent upon the issuance of debt by the District.
- Explanation of any conflicts:**

Acknowledgement

The undersigned hereby acknowledges that he/she has received this disclosure and that he/she has been given the opportunity to raise questions and discuss the foregoing matters with the advisor.

SAN YSIDRO SCHOOL DISTRICT

By _____
Name _____
Title _____
Date _____