

# San Ysidro School District Governing Board

## **AGENDA**

Thursday  
June 23, 2016  
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.

Education Center  
4350 Otay Mesa Road  
San Ysidro

# GENERAL ADMINISTRATION

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Tony Hua, Assistant Superintendent

**AGENDA ITEM:** ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2016-2017

**BACKGROUND INFORMATION:**

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

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

*Timeline:*

- May 26, 2016 - Governing Board held a public hearing on the 2016-17 Proposed Local Control Accountability Plan
- Next part of the process is to move forward in the approval/adoption of LCAP by the Governing Board.
- Submit to the San Diego County Office of Education for approval.

**RECOMMENDATION:**

Approve and adopt the Local Control Accountability Plan (LCAP) for school year 2016-2017.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   JASH  

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

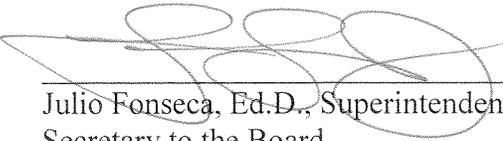
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Tony Hua, Assistant Superintendent

**AGENDA ITEM:** APPROVAL OF SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA)

**BACKGROUND INFORMATION:**

The Single Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

*EC Section 64001 specifies that schools and districts that receive state and federal or other applicable funding through the district's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.*

*The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.*

Each school's SPSA has been reviewed and approved by their School Site Councils as required.

**RECOMMENDATION:**

Approve the 2016-2017 Single Plans for Student Achievement for Smythe, Sunset, Willow, Ocean View Hills, Vista Del Mar, and San Ysidro Middle School.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   JASU  

Financial Implications?

Are funds for this item included in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Tony Hua, Assistant Superintendent

**AGENDA ITEM:** LOCAL EDUCATION AGENCY (LEA) DISTRICT PLAN

**BACKGROUND INFORMATION:**

The approval of a Local Educational Agency (LEA) Plan by the local school board and State Board of Education is a requirement for receiving federal funding sub grants for Elementary and Secondary Education Act (ESEA).

LEA Plan includes specific descriptions and assurances as outlined in the provisions included in the No Child Left Behind Act (NCLB). In essence, LEA Plans describe the actions that LEAs will take to ensure that they meet certain programmatic requirements, including:

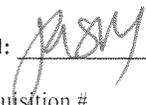
- Student academic services designed to increase student achievement and performance
- Coordination of services
- Needs assessments
- Professional development
- Consultations
- School choice
- Supplemental services
- And others as required.

**RECOMMENDATION:**

Approve the Local Education Agency (LEA) District Plan for the 2016-2017 school year.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

None  
(Amount)

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

--  
(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** EDUCATION PROTECTION ACCOUNT (EPA) SPENDING PLAN  
FOR THE 2016-2017 SCHOOL YEAR

**BACKGROUND INFORMATION:**

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The new revenues generated from Proposition 30 are deposited into a newly created State account called the Education Protection Account (EPA). The goal is to improve efficiency in current spending and obtain alternative sources of funding to support our educational programs.

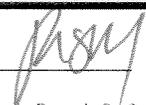
LEAs will receive funds from the EPA based on their proportionate share of the Statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit EPA entitlement. Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The spending plan must be approved by the Governing Board during a public meeting.
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

**RECOMMENDATION:**

Approve the Education Protection Account (EPA) spending plan for the 2016-17 school year.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2016-17 Budget?

Requisition # from PeopleSoft:

Yes     No

Yes     No

Unrestricted Revenue  
& Expenditures  
\$6,107,624.00  
(Amount)

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

--  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

San Ysidro School District

2016-17 Education Protection Account (EPA) Spending Plan

In accordance with Article XIII, Section 36, of the California Constitution, each school district, charter school, community college district, and county office of education must determine how monies received from the Education Protection Account (EPA) will be spent in its schools. It also requires the use of EPA funds to be determined by the governing board at an open public meeting

Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012. The new revenues derived from Proposition 30 are deposited into a newly created state account called Education Protection Account (EPA). Before June 30th of each year, the Chief Business Official will estimate the amount that will be transferred into the EPA. EPA revenue funds will be accounted for in Object Code 8012 and Resource Code 1400.

In addition, EPA funds shall not be used for the salaries and benefits of administrators or any other administrative costs. The District must post on its website an accounting of funds received from the EPA and how funds will be spent. An annual audit will be required to verify that EPA funds were properly disbursed and expended.

*Goals*

Improve efficiency in current spending and obtain alternative sources of funding to support our educational programs.

It is proposed that the San Ysidro School District estimated 2016-17 EPA Entitlement funds be used to cover for Instruction as indicated in the attached Program by Resource Report.

**Estimated EPA Entitlement: \$6,107,624.00**

San Ysidro School District  
 2016-2017 Education Protection Account  
 Program by Resource Report  
 Expenditures by Funtion - Detail

Expenditures through: June 30, 2017

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	-
LCFF	8010-8099	6,107,624.00
Federal Revenue	8100-8299	-
Other State Revenue	8300-8599	-
Other Local Revenue	8600-8799	-
All Other Financing Sources and Contributions	8900-8999	-
Deferred Revenue	9650	-
<b>TOAL AVAILABLE</b>		<b>6,107,624.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
		Function Codes
Instruction	1000-1999	6,107,624.00
Instruction-Related Services		-
Instructional Supervision and Administration	2100-2150	-
AU of a Multidistrict SELPA	2200	-
Instructional Library, Media, and Technology	2420	-
Other Instructional Resources	2490-2495	-
School Administration	2700	-
Pupil Services		-
Guidance and Counseling Services	3110	-
Psychological Services	3120	-
Attendance and Social Work Services	3130	-
Health Services	3140	-
Speech Pathology and Audiology Services	3150	-
Pupli Testing Services	3160	-
Pupil Transportation	3600	-
Food Services	3700	-
Other Pupil Services	3900	-
Ancillary Services	4000-4999	-
Community Services	5000-5999	-
Enterprise	6000-6999	-
General Administration	7000-7999	-
Plant Services	8000-8999	-
Other Outgo	9000-9999	-
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>\$ 6,107,624.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>-</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** COLLECTIVE BARGAINING AGREEMENT WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER 154 AND AB1200

**BACKGROUND INFORMATION:**

The San Ysidro School District and the California School Employees Association (CSEA) have signed a new agreement effective July 1, 2016. The agreement was reached on March 31, 2016 and approved by the CSEA Chapter 154 employee members on April 14, 2016. The following was agreed on:

- 5% salary schedule increase – effective July 1, 2016
- 3% salary schedule increase for 2017-2018
- 2% salary schedule increase for 2018-2019
- Increase in District’s contribution to employee’s Health & Welfare benefit package from \$9,000 to \$9,500.
- Other Items:

Article 2: Recognition	Article 11: Vacation Plan	Appendix A – Classification Table
Article 3: CSEA Organizational Rights	Article 14: Wages and Fringe Benefits	Appendix B – Classified Salary Schedule
Article 7: Transfer, Reassignment and Promotion	Classification Table : Non-Management Classified Employees	

As required under AB1200 due to the District’s Positive financial status, the District will submit to the San Diego County Office of Education for review of this agreement. Administration is recommending that the Governing Board approve this agreement which impacts all classified staff.

**RECOMMENDATION:**

Approve the Collective Bargaining Agreement between the San Ysidro School District and the California School Employees Association (CSEA) Chapter 154 and submittal of AB1200.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: just

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

TOTAL COMPENSATION INCREASE  
**\$496,541.00**  
(Amount)

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

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent’s Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**Disclosure of Collective Bargaining Agreement**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);  
 GC § 3547.5 (Statutes of 2004, Chapter 52)

**San Ysidro School District**

Name of Bargaining Unit: CSEA and its Chapter # 154

Contracted: \_\_\_\_\_

Classified: X

The proposed agreement covers the period:

Beginning: 7/1/2016

Ending: \_\_\_\_\_

6/30/2017

This agreement will be acted upon by the Governing Board at its meeting on:

Date  
6/23/2016

**A. Proposed Change in Compensation**

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2016 - 2017		Year 2 2017 - 2018		Year 3 2018 - 2019	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$0.00	\$0.00		\$0.00		\$0.00	
2. Salary Schedule - Increase (Decrease)	\$6,282,947.00	\$219,148.00	5.00%	\$201,083.00	3.00%	\$198,083.00	2.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERB, FICA, WC, UI, Medicare, etc.	\$1,047,866.00	\$77,393.00	5.00%	\$48,708.00	3.00%	\$38,480.00	2.00%
5. Health/Welfare Benefits - Increase (Decrease)	\$1,800,000.00	\$100,000.00	5.56%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 2(a), 4(a), 5(a)	\$9,730,812.00	\$496,541.00	5.10%	\$249,821.00	2.44%	\$171,563.00	1.84%
7. Total Number of Represented Employees	200.00	200.00		200.00		200.00	
8. Total Compensation Cost for <u>AVERAGE</u> Employee - Increase (Decrease)	\$48,664.06	\$2,482.71	5.10%	\$1,249.11	2.44%	\$867.72	1.84%

**Impact on other Funds:**

- F. 12 - FY16-17 Child Development - Salary Schedule increase of 5% in the amount of \$16,272 and \$1,000 HW
- F. 12 - FY17-18 Child Development - Salary Schedule increase of 5% in the amount of \$10,261 and \$0.00 HW
- F. 12 - FY18-19 Child Development - Salary Schedule increase of 2% in the amount of \$7,039 and \$0.00 HW
- F. 13 - FY16-17 Cafeteria Special Revenue - Salary Schedule increase of 5% in the amount of \$36,018 and \$8,000 HW
- F. 13 - FY18-17 Cafeteria Special Revenue - Salary Schedule increase of 5% in the amount of \$22,891 and \$0 HW
- F. 13 - FY16-17 Cafeteria Special Revenue - Salary Schedule increase of 5% in the amount of \$15,961 and \$0 HW

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

CSEA Chapter 154 shall receive a 5% increase in compensation for FY2016-17, 3% increase for FY2017-18, and 2% increase for FY2018-19. H & W cap shall be increase from \$9000 to \$9500.

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

N/A

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

N/A

**D. What contingency language is included in the proposed agreement?**  
Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

NONE

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

1. Current Year

General Fund

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

General Fund

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

General Fund

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

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$46,034,442
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,816.00
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$1,381,033.26

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,381,033.26
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$9,302,100.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$10,683,133.26

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

Yes

No

**G. Certification**

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

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

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

6/14/16  
 \_\_\_\_\_  
 Date

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

6/14/16  
 \_\_\_\_\_  
 Date

Contact Person: Jose Arturo Sanchez - Macias Telephone No.: 619-428-4476

## Supplement

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

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

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

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

	(Col. 1) Latest Board- Approved Budget Before Settlement as 6/11/2015 FY 2015-2016	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
<b>REVENUES:</b>				
Revenue Limit Sources (8010-8099)	41,280,258			41,280,258
Remaining Revenues (8100-8799)	8,080,855			8,080,855
<b>TOTAL REVENUES</b>	49,341,113		0	49,341,113
<b>EXPENDITURES:</b>	20,812,785			20,812,785
1000 Certificated Salaries	6,945,394	319,148		7,264,542
2000 Classified Salaries	7,745,892	177,393		7,923,285
3000 Employee Benefits	3,251,785			3,251,785
4000 Books and Supplies	6,620,891			6,620,891
5000 Services and Operating Expenses	100,397			100,397
6000 Capital Outlay	60,957			60,957
7000 Other	45,537,901	496,541	0	46,034,442
<b>TOTAL EXPENDITURES</b>	45,537,901	(496,541)	0	3,306,671
OPERATING SURPLUS (DEFICIT)	3,803,212		0	0
OTHER SOURCES AND TRANSFERS IN			0	0
OTHER USES AND TRANSFERS OUT				
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	3,803,212	(496,541)	0	3,306,671
BEGINNING BALANCE	4,554,436	8,190,391		12,744,827
<b>CURRENT YEAR-ENDING BALANCE</b>	8,357,648	11,210,527		19,568,175
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	112,964	0		112,964
Restricted (9740)	1,740,766	0		1,740,766
Committed (9750/9760)		0		0
Assigned (9780)		0	0	0
Reserve Economic Uncertainties (9789)	1,366,137	0	0	1,366,137
Unassigned/Unappropriated (9790)	6,878,547	0	0	6,878,547

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

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

## DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

### GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.
- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).
- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year and Year 2*.
- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.
- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.
- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.
- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

### SPECIFIC INSTRUCTIONS FOR COMPLETION

#### PROPOSED CHANGE IN COMPENSATION

##### 1. Step and Column

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
- b. \$: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
- c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

##### 2. Salary Schedule

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
- b. \$: Enter the annual \$ amount of the proposed change in the *Salary Schedule*.

11.6

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### 3. Other Compensation

**Description:** Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or \$200/employee. For Year 2 and Year 3, explain in "Comments" section, if applicable.

- a. **Cost Prior to Proposed Agreement:** Enter the amount from Line 2(a).
- b. **\$:** Enter the annual amount of the proposed change in *Other Compensation*.
- c. **%:** Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

### 4. Statutory Benefits

- a. **Cost Prior to Proposed Agreement:** Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
- b. **\$:** Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column, and Other Compensation* reported on Line 1(b) through Line 3(b).
- c. **%:** Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

### 5. Health/Welfare Benefits

- a. **Cost Prior to Proposed Agreement:** Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
- b. **\$:** Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
- c. **%:** Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

### 6. Total Compensation

- a. **Cost Prior to Proposed Agreement:** Total Lines 3(a), 4(a), and 5(a).
- b. **\$:** Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
- c. **%:** Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

### 7. Total Number of Represented Employees

**Enter** the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

### 8. Total Compensation Cost for Average Employee

- a. **Cost Prior to Proposed Agreement:** Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
- b. **\$:** Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
- c. **%:** Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

TA'd 2/22/14

District

CSEA

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**AGREEMENT BETWEEN THE  
SAN YSIDRO SCHOOL DISTRICT AND THE**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS  
SAN YSIDRO CHAPTER NUMBER 154**

**July 1, 2016 – June 30, 2019**

**ARTICLE 1. TERM OF AGREEMENT AND SIGNATORY PAGE**

The articles and provisions contained herein constitute an agreement between the governing board of the San Ysidro School District ("District") and California School Employees Association ("CSEA") and its San Ysidro Chapter 154, an employee organization. The California School Employees Association and The San Ysidro Chapter #154, shall hereinafter be referred to as "CSEA" or "Association".

This Agreement is entered into pursuant to the provisions of the Educational Employment Relations Act for the term July 1, 2016 through June 30, 2019.

This Agreement signed and entered into this 22<sup>nd</sup> day of February, 2016.

For the District:

For CSEA:

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District Representative

CSEA Staff Representative

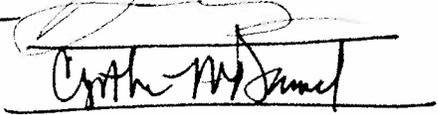
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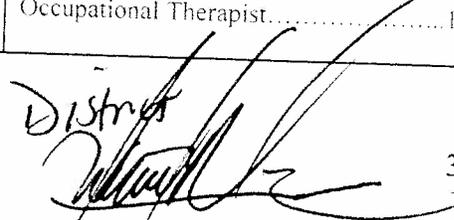
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## ARTICLE 2. RECOGNITION

A. The District recognizes the CSEA to be the exclusive representative of the following probationary and permanent part-time and full-time classified employees:

POSITION	STEP	POSITION	STEP
<b>Secretarial/Clerical</b>		<b>Nutritional Services</b>	
Administrative Secretary I	9-13	Area Production Manager	16-20
Administrative Secretary II	13-17	Child Nutrition Specialist	6-10
Administrative Secretary III	18-22	Lead, Child Nutrition Specialist	11-15
School Administrative Assistant	11-15		
Administrative Clerk I	6-10	<b>Other</b>	
Administrative Clerk II	8-12	Campus Security	8-12
[Redacted]	7-11	Children and Families Project	15-19
[Redacted]	15-19	Facilitator	
Publication Technician	12-16	Health Clerk	7-11
Instructional Media Resource Aide	10-14	Licensed Vocational Nurse	13-17
Special Education Technician	18-22	Outreach Consultant	15-19
		[Redacted]	5-9
		Instructional Aid, Sped	7-11
<b>Business Services</b>		<b>Inactive</b>	
[Redacted]	8-12	ASB Assistant Student/Store Manager	2-6
[Redacted]	12-16	Account Clerk Trainee	4-8
[Redacted]	16-20	Administrative Clerk II/Substitute	
Buyer	20-24	Assignment Technician	7-11
[Redacted]	16-20	Administrative Secretary II/Middle School	
[Redacted]	20-24	Office Manager	13-17
[Redacted]	16-20	Attendance Technician	2-6
		Automotive & Small Engine Mechanic	10-14
		Classified Registered Nurse	15-19
		Community Liaison	1-5
		Data Processing Operator	9-13
		Language Arts Technician	5-9
		Library Clerk	5-9
		Maintenance Helper	8-12
		Processing Clerk	4-8
		SB65 Outreach Consultant	15-19
		Storekeeper	11-15
		Transportation Assistant	15-19
		Worker/Van Driver	2-6
		Records Clerk	6-10
		Child Welfare and Attendance	15-19
		Office Helper	1-5
		Computer Lab Aide	7-11
		Accountant Technician	15-19
		Transportation Assistant	15-19
		Child Nutrition Specialist and Diet	17-21
		Even Start Family Literacy Prj & Fac	15-19
		Health Care Ass (Bus & Class)	5-9
		Occupational Therapist	15-19
<b>Maintenance/Operations</b>			
Maintenance Person	10-14		
Maintenance / Electrician	15-19		
Maintenance / HVAC	15-19		
Maintenance / Plumber	15-19		
Maintenance / Locksmith	15-19		
Lead Maintenance	18-22		
[Redacted]	15-19		
Bus Driver	11-15		
Custodian	9-13		
Gardener	9-13		
Delivery Person	8-12		
Lead Gardener	15-19		
Warehouse Distribution Associate	12-16		

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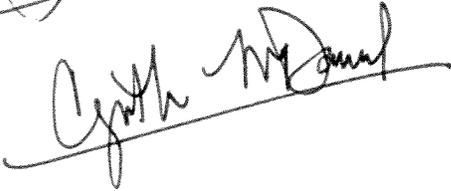
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- B. The unit excludes management, supervisory, and confidential employees as defined by EERA; and all substitute, temporary and short-term employees.
- C. Whenever the District establishes a new position in the classified service of the District and plans to designate such new position as management, supervisory or confidential, the District will notify the CSEA and give the CSEA an opportunity for input. Disputed cases may be submitted to the Public Employment Relations Board pursuant to applicable law and regulations.

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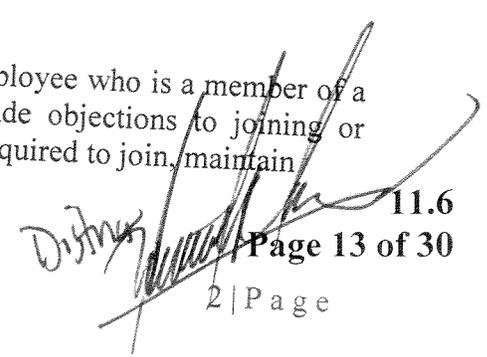
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**ARTICLE 3. CSEA ORGANIZATIONAL RIGHTS**

- A. The District will deduct from the pay of CSEA members and pay to the CSEA the normal and regular monthly CSEA membership dues as voluntarily authorized in writing by the employee on the appropriate form subject to the following conditions:
  - 1. Such deduction shall be made only upon submission of the District form to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the CSEA.
  - 2. The District shall be obliged to put into effect any new, changed, or discontinued deduction providing such request is submitted by the 10th of the month to the Director of Accounting and said deduction shall commence with that month's pay period.
- B. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, charitable contributions, or any other programs approved by the District.
- C. CSEA shall have the sole and exclusive right as an employee organization to have membership dues deducted for employees in the bargaining unit.
- D. Upon request, names, addresses, telephone numbers, site, and classification of all unit members shall be provided to the Association (as soon as practicable) unless the employee requests in writing non-disclosure of such information pursuant to Government Code Section 6254.3. A copy of such request shall be forwarded to the Association.
- E. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- F. CSEA shall indemnify and hold the District harmless from any and all claims, suits or any other actions, including reasonable attorneys' fees, arising from provisions of this Article or from implementation of provisions of this Article.
- G. The District shall deduct an agency service fee from the wages of all employees who have elected not to join the CSEA and who have not paid the agency service fee directly to CSEA. The amount of the agency service fee must not exceed regular CSEA dues, and the agency service fee must not support CSEA activities beyond the CSEA's representational obligations. Any employee who has elected not to join CSEA has the right to pay the agency service fee in monthly payments, directly to CSEA.
- H. The requirements of this Article shall be a condition of continued employment for all members of the unit.
- I. Notwithstanding any other provision of this Article, any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain

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membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues to CSEA, to pay an amount equal to the current CSEA's dues to any non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Proof of payment to any fund shall be made twice per year to CSEA.

J. CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

1. The right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings, concerned with the exercise of rights guaranteed by the EERA.
2. The right to review bargaining unit employee's personnel files and any other records dealing with employees when accompanied by the bargaining unit employee or on presentation of a written authorization signed by the bargaining unit employee.
3. The right to be supplied with a complete "hire-date" seniority roster of all bargaining unit employees every year. The roster shall indicate the employee's present classification and primary job site.
4. CSEA shall be entitled to designate up to five (5) representatives for the purpose of negotiations without loss of compensation. Whenever possible, CSEA Representatives should attend to CSEA business outside the normal work hours so as to minimize disruptions to the business and operation of the District. However, CSEA representatives shall be allotted two (2) hours, in thirty minutes increments, per month to attend to CSEA business that could not be addressed outside normal work hours. These hours cannot be carried over from month-to-month. CSEA representatives shall provide immediate supervisor with a minimum of twenty-four (24) hours prior notice for all CSEA activities occurring within normal work hours.
5. The District agrees to provide reasonable periods of release time with pay for the purposes of processing grievances, representation of bargaining unit members and discipline. This release time shall be granted to the chapter president and all job steward representatives of the CSEA.
6. The District agrees to print material for CSEA on its off-set printing press subject to the following requirements:
  - a. Forty-eight (48) hour advance notice on the prescribed District form submitted to the office of the Superintendent.
  - b. CSEA agrees to pay all actual costs incurred when billed by the District.

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K. The District shall print or duplicate a copy of this Agreement for bargaining unit members. CSEA shall reimburse the District for one-half (1/2) of all costs in such printing or duplication.

L. Organizational Leave

CSEA shall be entitled to send no more than three (3) delegates to the single annual CSEA Conference. Delegates shall receive paid leave for workdays missed while in actual attendance at the Conference. Requests for such leave must be submitted six (6) weeks prior to the Conference.

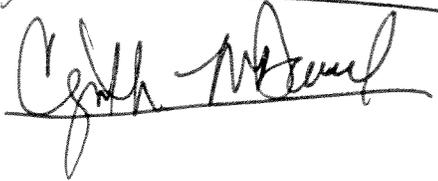
M. A CSEA representative shall without loss of pay conduct a contract orientation session for newly hired bargaining unit members. Contract orientation sessions shall be limited to once per month for newly hired bargaining unit members. Such contract orientation session shall be held during employee(s) working hours, but it shall be limited to one hour and it shall be mutually scheduled with the Assistant Superintendent of Personnel.

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## ARTICLE 7. TRANSFER, REASSIGNMENT AND PROMOTION

### A. Definitions

A **transfer** is a voluntary change of work location or shift within job classification requested by an employee and approved by the Superintendent or his designee. A **reassignment** is an involuntary change of work location within job classification initiated and determined by the Superintendent or his designee. A **promotion** is a voluntary movement to a higher classification requested by an employee and approved by the Superintendent or his designee. An **increase in hours** is a district initiated permanent change to a position resulting in additional hours per day.

### B. Assignments

Assignment for members of the unit shall be determined by the Superintendent, subject only to the express terms of this Article.

### C. Criteria For Transfer

Seniority in the classification shall be the sole determining factor in consideration of transfer requests, subject to the following conditions:

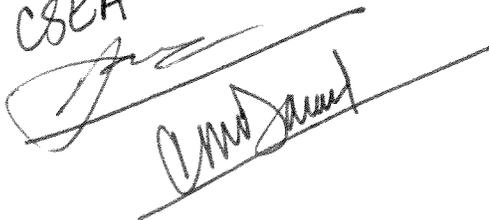
1. The employee must have served at least one year in the classification prior to submitting the transfer request.
2. The employee's' last two (2) evaluations have been rated satisfactory or better.
3. The employee, during the twelve (12) month period preceding his/her transfer request, has not performed unsatisfactorily nor presently receiving counseling regarding his/her job performance.

### D. Criteria For Promotion

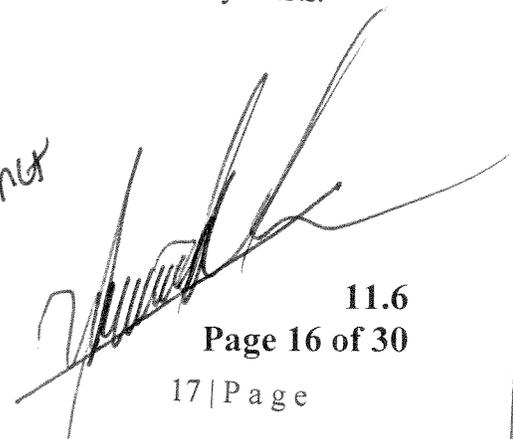
The final decision, with regards to any promotion, is within the sole discretion of the Superintendent. The following criteria shall be considered by the Superintendent-in-determining promotions:

1. The needs and efficient operation of the District.
2. The recommendation of the administrator or supervisor where the vacancy exists.
3. Training and experience relevant to the position.
4. Length of District service

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Designee



E. **Procedures For Transfer And Promotion**

1. All notices of vacancies shall be posted for not less than ten (10) working days at each work site. CSEA shall be sent a copy of the notice at the time the vacancy is posted. A job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required of the position, the salary range, and the deadline for filing to fill the vacancy.
2. A member of the unit may request, in writing, a transfer after completing one (1) year of service in the District. Such requests will be valid for one (1) year. Transfer requests shall be submitted to the Personnel Department.
3. If a posting period occurs between instructional years or intersessions, employees with requests on file with the Personnel Department shall be mailed postings at the same time vacancies are posted at the Education Center, provided that they also have a stamped self-addressed envelope on file.
4. Members of the unit with transfer applications on file by the announced closing date will be considered for any and all positions for which they qualify.
5. ~~When appropriate,~~ The Superintendent shall consider current qualified employees that are seeking transfer before filling a position with an external candidate.
6. ~~The Article shall in no way abridge the right of the Superintendent to fill a vacancy with a new hire when the Superintendent determines that the new hire is more qualified to fill the vacancy than the existing unit members requesting a promotion.~~
7. If requested, candidates not selected will be advised in writing within five (5) working days of receipt of a written request with the reason(s) for non-selection.
8. If an exam or interview for a position within the District is scheduled during a unit member's duty day, the member shall be released without penalty to take the exam and/or participate in an interview.

F. **Promotion**

Any employee receiving a promotion shall be moved to the adopted range for the new position. The employee shall receive no less than a one-step increase with respect to placement on the salary schedule when he/she receives a promotion.

G. **Reassignment**

Reassignment may be made by the District at any time. The employee shall be notified ten (10) calendar days prior to the reassignment. In cases of emergency the Superintendent or his/her designee may waive the ten (10) day notification requirement.

The reasons for reassignment are:

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District

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1. A change of enrollment necessitating a reassignment of a bargaining unit member.
2. Improved efficiency of the District, as determined by the Superintendent.
3. An opportunity to evaluate a bargaining unit member at a different location.

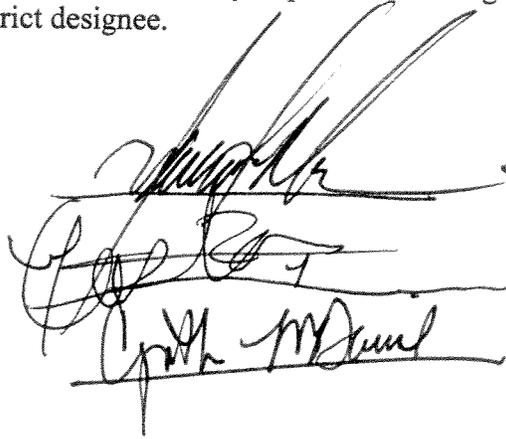
Reassignment will not be made for arbitrary or capricious reasons.

**H. Increase in Hours**

1. Whenever the District initiates a permanent change to a position resulting in more hours per day, the position shall be offered to permanent unit members in order of seniority. If there is a tie in seniority day, the work as a Substitute in any capacity shall be considered as the basis of the tied-breaker. In the event that all of the above is equal, then the tie shall be broken by a panel consisting of two CSEA representatives and one District designee.

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Cynthia McDaniel

ARTICLE 11. VACATION PLAN

- A. Eligibility: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 - June 30 and are expressed and used in days or portions of days rounded to the nearest 1/2 day.
- B. Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules, so long as the employee is in paid status for more than one-half of the working days in a month. When an employee is in paid status for less than 1/2 of the working days in a month, vacation shall be earned and accumulated on a daily basis for that month:

**Table updated**

Type	Contract Days	Completed Years of Service	Vacation Entitlement
209 Days 10 Months	209 days inclusive of 11 Vacation Days And 16 Holidays	0 through 5	11
		6 through 10	13
		11 through 15	14
		16+	16
239 Days 11 Months	239 days inclusive of 11 Vacation Days And 17 Holidays	0 through 5	11.5
		6 through 10	14
		11 through 15	15
		16+	17
260 Days 12 Months	260 days inclusive of 10 Vacation Days for the 2011/12 year, only And 17 Holidays	0 through 5	12
		6 through 10	15
		11 through 15	16
		16+	18

- C. Vacation Pay: Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in working status.
- D. Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- E. **Vacation Scheduling**

Vacations shall be scheduled in consultation with a unit member's supervisor. Consultations should normally occur within the first thirty (30) days of the school year. The supervisor will make the final determination as to vacation schedules after such consultation. The supervisor shall not deny vacation requests for arbitrary and capricious reasons.

1. All bargaining unit members may accumulate a maximum of one (1) year's vacation entitlement beyond July 1 of each year. However, with special administrative approval by the Superintendent or designee, an employee may carry over a maximum of one and one-half (1-1/2) years' vacation entitlement beyond July 1 of each year. Any requests to carry over more than one (1) year's vacation entitlement must be submitted in writing to the Human Resources Department no later than May 30 of each year.
2. If an employee accumulates more than one (1) year's vacation entitlement beyond July 1 of each year the District may instruct that employee to take a vacation.
3. Pursuant to Education Code Section 45197, if an employee is not permitted to take full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash.
4. Employees who have accrued vacation days will be paid in cash for the accrued vacation days upon their separation from the District.
5. All bargaining unit members must take vacation annually. The maximum Vacation period is twenty-two (22) working days, excluding holidays during the vacation period.
6. Vacation applications are to be submitted on the District Vacation Application Form (Appendix E).
7. Vacation Postponement:
  - i. If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.
  - ii. If for any reason a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year.
8.
  - i. Vacations for twelve month bargaining unit members shall be scheduled at time requested, so far as possible, within the District's work requirements, as determined by the District.
  - ii. Ten and eleven month bargaining unit members shall take vacation days during winter and spring recess. Any earned additional days shall be taken on scheduled work days in consultation with and approval by their supervisor.

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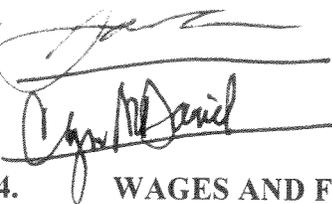
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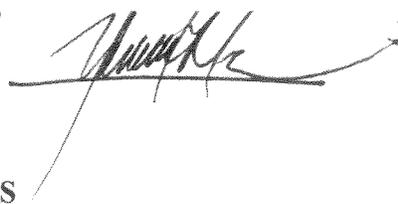
9. Within the constraints determined by the District, as stated in this article, priority consideration shall be provided to any bargaining unit member who has filed a vacation request thirty (30) days prior to the desired vacation dates.
- i. When two (2) or more bargaining unit members request the same vacation period and the supervisor has determined that all requested vacation may not be granted, the following procedure shall be implemented:
    - a. The supervisor shall notify the affected employees of the conflict and the employees shall attempt to resolve the conflict.
    - b. If the employees cannot resolve the conflict, the supervisor shall grant the vacation to the employee with the most district seniority.
  - ii. Once an employee has been granted priority consideration, he/she shall not again be granted priority consideration until all members of the district the department or classification within a school site shall have exercised their option to be granted priority consideration.
10. When a paid holiday occurs during the paid vacation of any bargaining unit member scheduled pursuant to this Article, such bargaining unit member shall be entitled to the paid holiday without reduction from earned vacation if the bargaining unit member would have been in paid status (if not on vacation) during a portion of the working day immediately preceding or succeeding the holiday.
11. Permanent classified employees in the bargaining unit may be permitted to interrupt or terminate their vacation in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

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**ARTICLE 14. WAGES AND FRINGE BENEFITS**

This Agreement shall cover the 2016-2017, 2017-2018 and 2018-2019 school years. The term of agreement shall be from July 1, 2016 through and including June 30, 2019.

~~The classified salary schedule will be increased by 1% effective July 1, 2014. The classified salary schedule will be increased by 3% effective July 1, 2017. In addition to the foregoing, the classified bargaining unit will also receive a 1% off schedule salary increase effective July 1, 2014 and a 1% off schedule salary increase effective July 1, 2015. In addition to the foregoing, the classified bargaining unit will also receive a 2% salary increase effective July 1, 2018~~

~~Contingency Language For 2015-2016, if the ADA at P-2 is 4,772.09 or above, for every 1% increase in "Gap Funding" above 30.39% (as identified in the 2014-2015 adopted budget), 0.25 of the off schedule increase will be converted to an on-going salary schedule increase effective July 1, 2016. For example, if "Gap Funding" for 2015-2016 is 34.39% and the ADA at P-2 is 4,772.09, 1% of the off schedule increase will be converted to an on-going salary schedule increase. The maximum on-going increase as a result of the application of this provision shall be 1%.~~

**A. Compensation**

Members of the classified bargaining unit shall receive a percentage increase in their compensation package which is not less than the percentage increase in the compensation package provided to management personnel (neither the superintendent, assistant superintendents, nor confidential personnel shall be included as "management" or "supervisory" personnel); and should the certificated bargaining unit receive a percentage increase in their compensation package which is greater than the classified bargaining unit receives, the CSEA may reopen Article XIV, Wages and Fringe Benefits. For purposes of this section, the term "Designated Group" shall refer to the classified bargaining unit, the certificated bargaining unit, and the group of management employees described above.

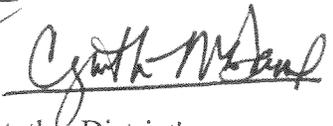
For purposes of the preceding calculation, the percentage increase in the compensation package of a Designated Group shall exclusively measure, with respect to each Designated Group, the weighted average of: (1) increases in the daily rate pursuant to salary schedules (considering the current workday); (2) increases in the amount of contributions to the employee benefit pool through which the District pays for life, health, vision, and dental insurance; (3) increases in the amount of stipends; and (4) increases in hourly rates paid to employees

**B. Health and Welfare Benefits**

The District will provide benefits coverage for eligible employees. Eligible employees are those who work half-time or more. Employees may select the type of plan and carrier approved by the District.

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The District, on an annual basis, shall establish a "pool" to implement the District's maximum contribution per eligible employee. Effective January 1, 2008, all District employees will be placed into one (1) combined pool. The pool shall be equal, on an annualized basis, to the product of District contribution times the number of eligible employees. The utilization of a pool approach will allow an individual eligible and participating employee to receive less or more than the District contribution per year, but in no event shall the total amount contributed by the District exceed the product of the District contribution times the number of eligible and participating employees on an annualized basis. In the event that the total amount in the pool is not sufficient to cover the costs for all eligible employees, the costs in excess of the total amount in the pool shall be paid by eligible employees whose plans exceed the District contribution on a proportional basis according to the full costs of their respective plans. The District, through the pool, shall continue providing unit members with life insurance benefits of \$40,000 until October 10, 1999. Effective October 11, 1999, the pool shall be used to provide unit members with life insurance benefits of \$50,000.

As long as a single pool for all employees is maintained, the District shall ensure that its contribution to the pool is no less than the current "per employee" contribution, as set forth below, and at least as much as the total annual premium costs for employee only coverage for health, dental, vision and life in the HMO plans available in each of those categories. The District will also work with its insurance administrator, currently VEBA, to maintain compliance with all provisions of any contract between the District and its insurance administrator.

~~Effective December 1, 2007~~, Effective July 01<sup>st</sup>, 2015 the District "per employee" contribution to the pool shall be ~~\$7,192.84~~ \$9,000.00.

The District will convene a Composite Insurance Team ("CIT") composed of up to four (4) members from, and selected by, each employee group (SYEA, CSEA and Management/Confidential). Within 20 working days of receiving rate information for the upcoming plan year from the Insurance Administrator, the CIT shall convene to review the rate information, plan options and applicable cost comparisons. CIT members shall then share the information obtained with their respective bargaining teams for negotiation.

- C. When an employee is assigned permanently to a position in a classification with a higher maximum salary than the previous classification, the employee's salary shall be adjusted to the step in the new classification which is the next higher dollar amount than the existing salary.
- D. Mileage reimbursement to members of the bargaining unit is granted only when members of the bargaining unit must use their personal vehicles in direct connection with their assignments and in the necessary performance of their duties. Mileage reimbursement shall be at the prevailing IRS rate. Reimbursement shall be granted only after presentation of an appropriate written claim to the District.
- E. Employees shall be reimbursed for any verifiable loss; destruction or damage to their personal property while the employee is conscientiously performing or being in a location

to perform his/her duties, a maximum of one hundred dollars (\$100.00), if there is no negligence on the part of the employee and the value is greater than \$25.00. If the damage is sustained on employee's vehicle, the maximum reimbursement for any vehicle damage shall be \$200.00. Reimbursement for vehicle damage is strictly limited to actual use during and within the scope of employment. The total reimbursement for all loss, damage or destruction of personal property for all employees and/or all incidents under these provisions shall not exceed \$2,000.00 in any fiscal year.

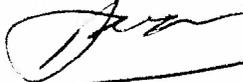
Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the District is provided only when written approval for the use of the personal property in the schools was given by the supervisor before use while performing services for the District. All such prior approval shall be in writing. Exception to such prior approval shall be vehicles, eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the employee.

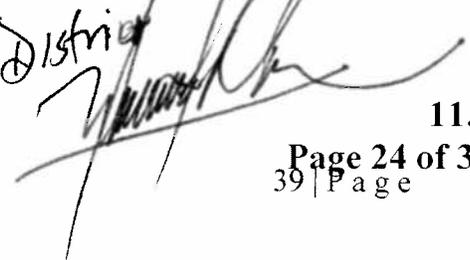
If an employee receives any payment from an insurance carrier for any loss, damage or destruction for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss, damage or destruction covered by the District. The District shall, in addition, have all rights of subrogation; and the employee shall execute all assignments and other documents and cooperate and perform all other acts as required by the district in pursuing such rights of subrogation.

A written request for reimbursement must be filed by the employee within twenty (20) regularly scheduled work days of the incident with the District. The District shall conduct such investigation as may be necessary.

- F. The District shall pay the cost of medical examinations for employees required by the District as a condition of initial or continued employment when such medical examinations are conducted by licensed medical doctors selected or approved by the District.
- G. If the District requires the wearing of a distinctive uniform by bargaining unit members, the District shall pay the reasonable cost of the purchase, lease or, rental of any such distinctive uniform. The District shall adopt and implement reasonable regulations to implement this provision, but this provision shall be implemented fairly for all affected bargaining unit employees. Bargaining unit members must use reasonable care with any such distinctive uniform, and may be required to reimburse the District for other than routine and normal use. Bargaining unit members must keep any such distinctive uniform clean and in appropriate condition.
- H. Whenever it is determined that an error has been made in the calculation or reporting in any bargaining unit member payroll or in the payment of any salary, the District shall provide the employee with a statement of the correction and promptly notify the County Office to make the necessary correction.

THd  
2/28/14  
CSEA

  
\_\_\_\_\_  
  
\_\_\_\_\_

District  


- I. Any paycheck which is lost or destroyed after receipt by the bargaining unit member shall be replaced after the filing of an affidavit by the member that he/she had received a paycheck which was subsequently lost or destroyed.

Any paycheck not received by the member shall not be considered to be lost or destroyed until seven (7) calendar days after the date of mailing to the member or two (2) days after date of delivery to the District from the County Office.

After the seven (7) calendar days or two (2) workdays waiting period, the member, upon the filing of an affidavit, shall have his paycheck replaced.

The District shall notify the County Office promptly of all verified lost or destroyed paychecks.

- J. In the event of an over-payment of pay and allowances, the bargaining unit member or the District shall notify the other as soon as practicable.

In the event that the District learns of an overpayment, no deduction shall be made from any paycheck unless the member is first notified about the specific reasons for the overpayment and is given a reasonable opportunity to meet with a District representative to discuss the matter and present evidence in opposition to the finding of over-payment.

Under no circumstances shall a deduction be made from any one paycheck that is greater than twenty-five percent (25%) of the member's gross pay in a pay period. The sole exception to this rule shall be where an individual is no longer an employee of the District.

Any member adversely affected by a finding of overpayment may grieve such finding pursuant to the Grievance Procedure.

- K. The District shall provide for the reimbursement of actual and necessary expenses, pursuant to regulations of the District, incurred by a bargaining unit member in the course of performing services for the District within the scope of employment. Such actual and necessary expenses shall include necessary meals away from the District and overnight lodging required because of the nature of services being performed for the District.

- L. A bargaining unit employee 55 years of age or older who retires on or after June 30, 1997, and has served 15 years in the San Ysidro School District will be eligible for 50%, 16 years 60%, 17 years 70%, 18 years 80%, 19 years 90% and 20 years 100%, of the cost for one party coverage in a District approved health insurance plan. Cost of the health insurance premium for the retired employee under 65 will be paid by the District until the retired employee reaches 65.

All employee waivers of health benefits will be eliminated during the open enrollment period in 2008 to be effective January 1, 2009.

- M. Implementation of Classified Salary Study:

HA'd 2/22/14

District  
CSEA

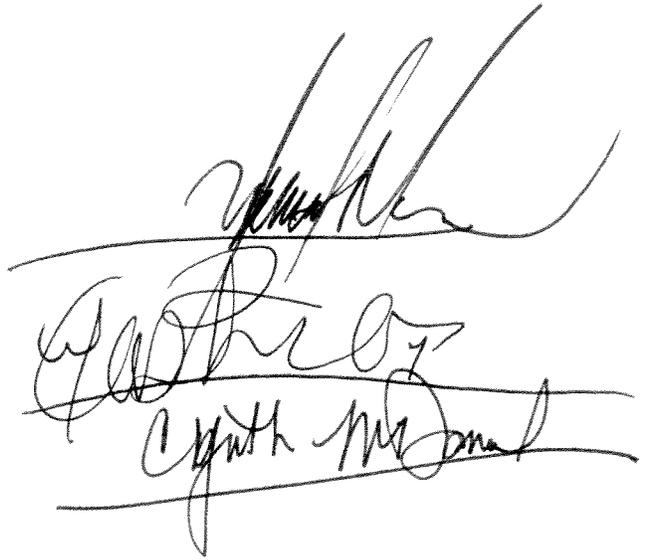
The District and CSEA & its chapter #154 agree to implement the following: when ~~State Revenue Limit funding is restored to Proposition 98 levels without being deficieted:~~

1. Recommendations for Classified Salary Study (Study) conducted as of Feb 22<sup>nd</sup>, 2016; ~~July 1, 2007~~ To be effective July 01<sup>st</sup>, 2016.
  - ~~2. Recommended Study salary increases will be reflected on a change of higher step levels on the Classification Table, Appendix A.~~
- N. Eligible bargaining unit members shall receive longevity increases on the July 1<sup>st</sup> following the completion of their 15<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> year.

TA'd 2/22/14

District

CSEA



The image shows three handwritten signatures, each written over a horizontal line. The top signature is from the District, the middle one is from CSEA, and the bottom one is from another representative. The signatures are written in dark ink and are somewhat stylized.

**CLASSIFICATION TABLE**  
Non-Management Classified Employees

POSITION	STEP	POSITION	STEP
<b>Secretarial/Clerical</b>		<b>Nutritional Services</b>	
Administrative Secretary I	9-13	Area Production Manager	16-20
Administrative Secretary II	13-17	Child Nutrition Specialist	6-10
Administrative Secretary III	18-22	Lead, Child Nutrition Specialist	11-15
School Administrative Assistant	11-15		
Administrative Clerk I	6-10	<b>Other</b>	
Administrative Clerk II	8-12	Campus Security	8-12
[Redacted]	7-11	Children and Families Project	15-19
[Redacted] Tech	15-19	Facilitator	
Publication Technician	12-16	Health Clerk	7-11
Instructional Media Resource Aide	10-14	Licensed Vocational Nurse	13-17
Special Education Technician	18-22	Outreach Consultant	15-19
<b>Business Services</b>		[Redacted]	5-9
[Redacted]	8-12	Instructional Aid, Sped	7-11
[Redacted]	12-16	<b>Inactive</b>	
[Redacted]	16-20	ASB Assistant Student/Store Manager	2-6
Buyer	20-24	Account Clerk Trainee	4-8
[Redacted]	16-20	Administrative Clerk II/Substitute	
[Redacted]	20-24	Assignment Technician	7-11
[Redacted]	16-20	Administrative Secretary II/Middle School	
<b>Maintenance/Operations</b>		Office Manager	13-17
Maintenance Person	10-14	Attendance Technician	2-6
Maintenance / Electrician	15-19	Automotive & Small Engine Mechanic	10-14
Maintenance / HVAC	15-19	Classified Registered Nurse	15-19
Maintenance / Plumber	15-19	Community Liaison	1-5
Maintenance / Locksmith	15-19	Data Processing Operator	9-13
Lead Maintenance	18-22	Language Arts Technician	5-9
[Redacted]	15-19	Library Clerk	5-9
Bus Driver	11-15	Maintenance Helper	8-12
Custodian	9-13	Processing Clerk	4-8
Gardener	9-13	SB65 Outreach Consultant	15-19
Delivery Person	8-12	Storekeeper	11-15
Lead Gardener	15-19	Transportation Assistant	15-19
Warehouse Distribution Associate	12-16	Worker/Van Driver	2-6
		Records Clerk	6-10
		Child Welfare and Attendance	15-19
		Office Helper	1-5
		Computer Lab Aide	7-11
		Accountant Technician	15-19
		Transportation Assistant	15-19
		Child Nutrition Specialist and Diet	17-21
		Even Start Family Literacy Prj & Fac	15-19
		Health Care Ass (Bus & Class)	5-9
		Occupational Therapist	15-19

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 Tld 3/31/16  
 CSBA  
 [Signature]

*Handwritten signature:*  
 District  
 [Signature]


Revised 3-11-99; 4-8-99; 4-22-99; 10-14-99; 2-22-00.; 9-14-00; 3-08-01; 4-12-01; 9-13-01; 9-19-02; 9-25-02; 8-17-05; 3-17-06; 6-19-06; 11-9-06; 12-13-07; 2-6-09; 1-5-11; 7-11; 12-14-11; 7-17-12; 08-22-14; 10-30-14; 04/30/15; 10/23/15; 1/25/16; 02/22/16

**Green details changes in Job Title/Description**

**Yellow detail changes in Salary range**

**Red details position did not change, neither did the salary range**

**Pink details a position that is to be study for its need**

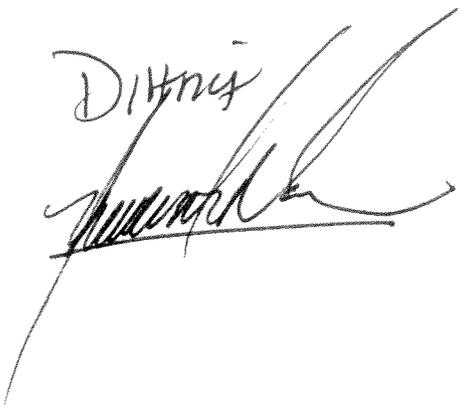
TR'd 3/31/14

CSEA



Cyril M. Davis

D. H. Davis



**Appendix A  
Classification Table**

POSITION	STEP	POSITION	STEP
<b>Secretarial/Clerical</b>		<b>Nutritional Services</b>	
Administrative Secretary I	9-13	Area Production Manager	16-20
Administrative Secretary II	13-17	Child Nutrition Specialist	6-10
Administrative Secretary III	18-22	Lead, Child Nutrition Specialist	11-15
School Administrative Assistant	11-15		
Administrative Clerk I	6-10	<b>Other</b>	
Administrative Clerk II	8-12	Campus Security	8-12
[Redacted]	7-11	Children and Families Project	15-19
[Redacted]	15-19	Facilitator	
Publication Technician	12-16	Health Clerk	7-11
Instructional Media Resource Aide	10-14	Licensed Vocational Nurse	13-17
Special Education Technician	18-22	Outreach Consultant	15-19
		[Redacted]	5-9
		[Redacted] Aid, Sped	7-11
<b>Business Services</b>		<b>Inactive</b>	
[Redacted]	8-12	ASB Assistant Student/Store Manager	2-6
[Redacted]	12-16	Account Clerk Trainee	4-8
[Redacted]	16-20	Administrative Clerk II/Substitute Assignment	
Buyer	20-24	Technician	7-11
[Redacted]	16-20	Administrative Secretary II/Middle School	
[Redacted]	20-24	Office Manager	13-17
[Redacted] Specialist	16-20	Attendance Technician	2-6
		Automotive & Small Engine Mechanic	10-14
		Classified Registered Nurse	15-19
		Community Liaison	1-5
		Data Processing Operator	9-13
		Language Arts Technician	5-9
		Library Clerk	5-9
		Maintenance Helper	8-12
		Processing Clerk	4-8
		SB65 Outreach Consultant	15-19
		Storekeeper	11-15
		Transportation Assistant	15-19
		Worker/Van Driver	2-6
		Records Clerk	6-10
		Child Welfare and Attendance	15-19
		Office Helper	1-5
		Computer Lab Aide	7-11
		Accountant Technician	15-19
		Transportation Assistant	15-19
		Child Nutrition Specialist and Diet	17-21
		Even Start Family Literacy Prj & Fac	15-19
		Health Care Ass (Bus & Class)	5-9
		Occupational Therapist	15-19
<b>Maintenance/Operations</b>			
Maintenance Person	10-14		
Maintenance / Electrician	15-19		
Maintenance / HVAC	15-19		
Maintenance / Plumber	15-19		
Maintenance / Locksmith	15-19		
Lead Maintenance	18-22		
[Redacted]	15-19		
Bus Driver	11-15		
.....Custodian	9-13		
Gardener	9-13		
Delivery Person	8-12		
Lead Gardener	15-19		
Warehouse Distribution Associate	12-16		

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*Handwritten:* District

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TAD 2/20/16

District *[Signature]*  
CSA *[Signature]*  
Appendix B  
Classified Salary Schedule  
2015-2016  
*[Signature]*

Step	Range I	Range II	Range III	Range IV
1	\$ 24,830	\$ 25,986	\$ 27,193	\$ 28,445
2	\$ 25,986	\$ 27,193	\$ 28,445	\$ 29,752
3	\$ 27,193	\$ 28,445	\$ 29,752	\$ 31,121
4	\$ 28,445	\$ 29,752	\$ 31,121	\$ 32,557
5	\$ 29,752	\$ 31,121	\$ 32,557	\$ 34,060
6	\$ 31,121	\$ 32,557	\$ 34,060	\$ 35,630
7	\$ 32,557	\$ 34,060	\$ 35,630	\$ 37,279
8	\$ 34,060	\$ 35,630	\$ 37,279	\$ 38,996
9	\$ 35,630	\$ 37,279	\$ 38,996	\$ 40,779
10	\$ 37,279	\$ 38,996	\$ 40,779	\$ 42,662
11	\$ 38,996	\$ 40,779	\$ 42,662	\$ 44,627
12	\$ 40,779	\$ 42,662	\$ 44,627	\$ 46,674
13	\$ 42,662	\$ 44,627	\$ 46,674	\$ 48,819
14	\$ 44,627	\$ 46,674	\$ 48,819	\$ 51,064
15	\$ 46,674	\$ 48,819	\$ 51,064	\$ 53,424
16	\$ 48,819	\$ 51,064	\$ 53,424	\$ 55,885
17	\$ 51,064	\$ 53,424	\$ 55,885	\$ 58,446
18	\$ 53,424	\$ 55,885	\$ 58,446	\$ 61,137
19	\$ 55,885	\$ 58,446	\$ 61,137	\$ 63,944
20	\$ 58,446	\$ 61,137	\$ 63,944	\$ 66,889
21	\$ 61,137	\$ 63,944	\$ 66,889	\$ 69,969
22	\$ 63,944	\$ 66,889	\$ 69,969	\$ 73,192
23	\$ 66,889	\$ 69,969	\$ 73,192	\$ 76,563
24	\$ 69,969	\$ 73,192	\$ 76,563	\$ 80,089
25	\$ 73,192	\$ 76,563	\$ 80,089	\$ 83,778

- RANGE I            Classified Employee
- RANGE II            Classified Employee with 15 Community College\* job related units to a Vocational Certificate and/or A.A. Degree
- RANGE III            Classified Employee with Community College Vocational Certificate and/or 30 job related units
- RANGE IV            Classified Employee with A.A. Degree  
Instructional Aid with B.S/B.A Degree

\*Trade school course must be equivalent to Community College unit(s). Prior to enrollment in trade school course(s), the employee must submit a request for course equivalence to the Assistant Superintendent -Personnel, or designee. Trade school equivalent units will apply only to RANGE II.

- 3.6% Longevity - 15 Years of District Service
- 3.6% Longevity - 20 Years of District Service
- 3.6% Longevity - 25 Years of District Service

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
Arturo Sanchez Macias, Deputy Superintendent

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

**BACKGROUND INFORMATION:**

The San Ysidro School District and the San Ysidro Education Association (SYEA) have signed a tentative agreement effective July 1, 2016. The agreement was reached on June 2, 2016 and approved by the teachers on June 3, 2016. The following was agreed on:

- 6% salary schedule increase – effective July 1, 2016.
- 3% schedule salary increase for 2017-18
- Fringe Benefits (Effective January 1, 2017): Increase in District’s contribution to eligible employee’s health benefit package from \$9,000 to \$9,500
- Hourly rates for professional assignments which occur outside the unit member’s contractual duty day: Student contact time \$40/hour and Non-Student contact time \$30/hour.
- Non-Compensation Items:

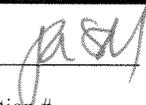
Article 8: Leaves	Article 12: Transfers & Reassignment	Article 20: Personnel Files
Article 9: Class Size	Article 15: Observation/Evaluation Procedures	Article 22: Peer Assistance & Peer Review (PAR)
Article 10: Hours	Article 18: Compensation & Fringe Benefits	Article 24: Public Complaints

As required under AB1200, the District will submit to the San Diego County Office of Education for review of this agreement. Administration is recommending that the Governing Board approve this agreement which impacts all certificated and management/confidential staff.

**RECOMMENDATION:**

Approve the Collective Bargaining Agreement between the San Ysidro School District and the San Ysidro Education Association (SYEA) and submittal of AB1200.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2014-2015 Budget?

Requisition #

Yes     No

Yes     No

\$443,634  
(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:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**Disclosure of Collective Bargaining Agreement**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1215);  
 GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: San Ysidro Education Association & Management and Confidential Certified: X Checkoff: \_\_\_\_\_

The proposed agreement covers the period: Beginning: 7/1/2016 Ending: 6/30/2017

This agreement will be acted upon by the Governing Board at its meeting on: \_\_\_\_\_ Date: 6/23/2016

**A. Proposed Change in Compensation**

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2016 - 2017		Year 2 2017 - 2018		Year 3 2018 - 2019	
		(b) \$	(c) %	(d) \$	(e) %	(f) \$	(g) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$0.00	\$0.00		\$0.00		\$0.00	
2. Salary Schedule - Increase (Decrease)	\$18,783,250.00	\$1,186,995.00	6.00%	\$828,107.00	3.00%	\$0.00	0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$2,947,704.00	\$176,882.00	6.00%	\$93,737.00	3.00%	\$67,569.00	2.00%
5. Health/Welfare Benefits - Increase (Decrease)	\$2,367,000.00	\$131,500.00	5.56%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$25,097,854.00	\$1,495,367.00	5.98%	\$722,844.00	2.72%	\$67,569.00	0.26%
7. Total Number of Represented Employees	283.00	283.00		283.00		283.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$86,428.48	\$5,885.77	6.80%	\$2,748.46	2.72%	\$256.12	0.26%

Impact on other Funds:

F. 12 - FY16-17 Child Development - Salary Schedule Increase of 6% in the amount of \$29,865 and \$7,000 H/W  
 F. 12 - FY17-18 Child Development - Salary Schedule Increase of 3% in the amount of \$15,823 and \$0.00 H/W

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

---

Article 18: Compensation and Fringe Benefits. SYEA shall receive a 6% increase in compensation for FY2016-17, 3% increase for FY2017-18, and H & W cap shall be increased from \$9000 to \$9500.

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Hourly rates for professional assignments which occur outside the unit member's contractual duty day shall be as follows: Student Contact Time is \$40.00 per hour and Non-Student Contact Time is \$30.00 per hour.

---

Fringe Benefits: Effective January 1, 2017, the district's per eligible employee contribution shall be increased to \$9,500 Nine Thousand Five Hundred Dollars and Zero cents.

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

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Article 9: Class Size shall be considered a pilot program for 2016/2017 school year only. Maximums are as follows: TK&K is 22, 1<sup>st</sup>-3<sup>rd</sup> is 25, 4<sup>th</sup>-6<sup>th</sup> is 28, 7<sup>th</sup>&8<sup>th</sup> Core subjects is 32 per period, 7<sup>th</sup>&8<sup>th</sup> P.E. is 55 per period, 7<sup>th</sup>&8<sup>th</sup> Electives, VAPA is 30 and Non-Vapa is 30. Any teacher who receives a student above the maximum will receive \$10 per day, per student, starting the eleventh day of attendance for the additional student.

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

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N/A

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**D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.**

NONE

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

1. Current Year

General Fund

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

General Fund

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

General Fund. Based on Pro 98 forecast and the financial reports issued by the and DOF.

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

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$46,724,896
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,816.00
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$60,000, whichever is greater, for a district with less than 1,001 ADA)	\$1,401,746.88

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,401,746.88
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$9,302,100.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$10,703,846.88

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

Yes

No

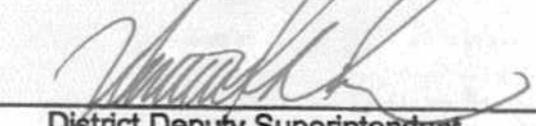
**G. Certification**

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

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

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

6/14/16  
 \_\_\_\_\_  
 Date

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

6/14/16  
 \_\_\_\_\_  
 Date

Contact Person: Jose Arturo Sanchez - Macias

Telephone No.: \_\_\_\_\_

### Supplement

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

Date of governing board approval of budget revisions in Col. 2: 6/23/2016  
 in accordance with Education Code § 42142 and Government Code § 3547.5

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

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

	(Col. 1) Latest Board- Approved Budget Before Settlement as 6/11/2015 FY 2015-2016	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
<b>REVENUES:</b>				
Revenue Limit Sources (8010-8099)	41,280,258	0		41,280,258
Remaining Revenues (8100-8799)	8,080,855	0		8,080,855
<b>TOTAL REVENUES</b>	<b>49,341,113</b>	<b>0</b>	<b>0</b>	<b>49,341,113</b>
<b>EXPENDITURES:</b>				<b>0</b>
1000 Certificated Salaries	20,812,785	1,186,995		21,999,780
2000 Classified Salaries	6,945,394	0		6,945,394
3000 Employee Benefits	7,745,892	308,362		8,054,254
4000 Books and Supplies	3,251,785	0		3,251,785
5000 Services and Operating Expenses	6,620,691	0		6,620,691
6000 Capital Outlay	100,397	0		100,397
7000 Other	60,957			60,957
<b>TOTAL EXPENDITURES</b>	<b>45,537,901</b>	<b>1,495,357</b>	<b>0</b>	<b>47,033,258</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>3,803,212</b>	<b>(1,495,357)</b>	<b>0</b>	<b>2,307,855</b>
OTHER SOURCES AND TRANSFERS IN		0		0
OTHER USES AND TRANSFERS OUT		0		0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>3,803,212</b>	<b>(1,495,357)</b>	<b>0</b>	<b>2,307,855</b>
<b>BEGINNING BALANCE</b>	<b>4,554,436</b>	<b>8,190,391</b>		<b>12,744,827</b>
<b>CURRENT YEAR-ENDING BALANCE</b>	<b>8,357,648</b>	<b>11,210,527</b>		<b>19,568,175</b>
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	112,964	0		112,964
Restricted (9740)	1,740,766	0		1,740,766
Committed (9750/9760)		0		0
Assigned (9780)		0		0
Reserve Economic Uncertainties (9789)	1,366,137	0		1,366,137
Unassigned/Unappropriated (9790)	6,878,547	0		6,878,547

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

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

## DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

### GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.
- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).
- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year and Year 2*.
- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.
- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.
- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.
- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

### SPECIFIC INSTRUCTIONS FOR COMPLETION

#### PROPOSED CHANGE IN COMPENSATION

##### 1. Step and Column

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
- b. \$: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
- c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

##### 2. Salary Schedule

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
- b. \$: Enter the annual \$ amount of the proposed change in the *Salary Schedule*.

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### 3. Other Compensation

**Description:** Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or \$200/employee. For Year 2 and Year 3, explain in "Comments" section, if applicable.

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
- b. \$: Enter the annual amount of the proposed change in *Other Compensation*.
- c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

### 4. Statutory Benefits

- a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
- b. \$: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column, and Other Compensation* reported on Line 1(b) through Line 3(b).
- c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

### 5. Health/Welfare Benefits

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
- b. \$: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
- c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

### 6. Total Compensation

- a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
- b. \$: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
- c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

### 7. Total Number of Represented Employees

Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

### 8. Total Compensation Cost for Average Employee

- a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
- b. \$: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
- c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

**Tentative Agreement BETWEEN**  
**San Ysidro Education Association (SYEA)**  
**AND**  
**San Ysidro School District (SYSD)**  
**June 2, 2016**

A tentative agreement was reached for changes on the following articles (see attached):

Article 8: Leaves

Article 9: Class Size

Article 10: Hours

Article 12: Transfers and Reassignment

Article 15: Observation/Evaluation Procedures

Article 18: Compensation and Fringe Benefits

Article 20: Personnel Files

Article 22: Peer Assistance and Peer Review (PAR)

Article 24: Public Complaints

For SYEA:

H. Sánchez  
Beatriz A. Bautista  
[Signature]  
Natelo R. [Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For District:

[Signature]  
[Signature]  
[Signature]  
Laura C. Ballero  
Manuel [Signature]  
[Signature]  
[Signature]  
[Signature]

## ARTICLE 1. AGREEMENT

- A. The articles and provisions contained herein and the appendices attached hereto constitute a binding agreement between the governing board of the San Ysidro School District ("District") and the San Ysidro Education Association, an Affiliate of CTAINEA ("Association"), an employee organization.
  
- B. This agreement is entered into pursuant to the provisions of the Rodda Act (Chapter 10.7, Sections 3540-3549 of the Government Code).
  
- C. This agreement shall remain in full force and effect when ratified by both parties until June 30, 2018.

## ARTICLE 8. LEAVES

### A. Personal illness and injury leave:

1. Unit members with a full-time position shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time employee in a comparable position.
2. Whenever possible, unit members shall notify the District in advance of any leave. Unit members will report absences and request substitutes using the automated absence management system.
3. If a unit member does not utilize the ten (10) days of leave as authorized in the paragraph above in any school year, the amount not utilized shall be accumulated from year to year.
4. A unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury after five (5) consecutive working days of absence.
5. A unit member that is absent for less than a full work day shall be charged with one half (1/2) day of sick leave.
6. A unit member shall have the ability to request a half (1/2) day absence. Half (1/2) day absences shall not exceed four (4) within a given school year.
7. Attendance Incentive.
  - a. ~~Unit members having more than 7 days of their annual sick leave allocation remaining at the end of the fiscal year will receive twenty five dollars (\$25) forty dollars (\$40) for each unused day at the end of the fiscal year.~~
  - a. Additionally, Unit members who have perfect attendance at the end of the fiscal year will receive a bonus of ~~two hundred dollars (\$200)~~ five hundred dollars (\$500).
  - b. Unit members using personal necessity leave for up to two religious holiday observances in a year (which by the terms of the unit member's religion require that the unit member not attend work on that day) will continue to be eligible for the attendance incentive provided by this section with no deduction for those two days.
  - c. Unit members must have worked a minimum of 75% of the school year to be eligible for the attendance incentive for that year. All eligible unit members

shall receive compensation by July 30 each year.

B. Personal Necessity Leave

1. Leave which is credited under "A" of this article may be used, at the unit member's election, for the purpose of personal necessity, provided that use of such personal necessity leave does not exceed ten (10) days, or the unit member's available sick leave balance, whichever is less, in any school year.
2. ~~For purposes of this provision, personal necessity shall be for:~~
  - a. ~~Death of a member of a unit member's immediate family. This would be in addition to bereavement leave as granted under the terms of this agreement. Members of the immediate family are defined as the following relatives of the unit member or his/her spouse: mother, father, grandmother, grandfather, son, daughter, niece, nephew, aunt, uncle, grandchild, brother, sister, any relative or person sharing the immediate household of the unit member; or a close friend.~~
  - b. ~~Serious illness or death of a member of the unit member's immediate family as identified in section 2a above, or accident involving his/her person or property, or the person or property of a member of his/her immediate family. Members of the immediate family are defined as the following relatives of the unit member or his/her spouse: mother, father, grandmother, grandfather, son, daughter, niece, nephew, aunt, uncle, grandchild, brother, sister, any relative or person sharing the immediate household of the unit member; or a close friend.~~
  - c. ~~Placement of a child with the unit member through adoption or foster care.~~
  - d. ~~Personal/legal consultation/court purposes~~
  - e. ~~Observance of a religious holiday of the unit member's faith.~~
2. Before the utilization of personal necessity leave under the circumstances outlined in "a", "b" and "e", the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.
3. ~~Three (3) of the ten (10) days of unused sick leave available each year under provisions of personal necessity leave may be used for occurrences that require attention during assigned working hours and which the unit member determines cannot be reasonably disregarded. It is agreed and understood, however, that an absence would not qualify under this provision if the reason for such an absence was to participate collectively or individually in concerted unit member activities such as a strike, work stoppage, or other organized or unorganized withholding of service from the District. For purposes of reporting this leave, the unit member shall write: "personal necessity leave as per D-4 of Article 8" where reason for leave is requested.~~

4. If the unit member does not elect to use accumulated sick leave as provided above, or has no sick leave balance, then the regular salary deduction for personal leave will be used for days absent. This policy is not applicable for services rendered during the summer session, except for contracted 12-month unit members.
- ~~5. A unit member shall verify in writing on the District's Absence Reporting Form or computerized absence reporting system that the personal necessity leave was used for the purpose stipulated, except as noted in D 4 above.~~
5. Unit members using Family Medical Leave or California Family Rights Act Leave to care for an ill or injured child, spouse, parent, or registered domestic partner shall be required to take all available Personal Necessity Leave concurrently.

#### C. Extended Sick Leave

1. After a unit member exhausts all available sick leave and accumulated sick leave as specified in A 1 and A2 above and continues to be absent from his or her duties on account of personal illness or injury, he or she shall be entitled to Extended Sick Leave for an additional period of five school months.
  - a. The calculation of the five-month period shall include all mid-year break periods for Winter and Spring, holidays, and non-student days; but exclude the Summer break period separating school years and any off-track periods for year-round or multi-track schedules.
  - b. The amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed.
  - c. Reductions in pay for Extended Sick Leave shall not occur on non-duty days occurring during the five month period.
  - d. Sick leave, including accumulated sick leave, and the five-month period shall run consecutively.
  - e. An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

#### D. Catastrophic Leave

The District shall establish a Catastrophic Illness/Injury Leave Bank ("Leave Bank") for the benefit of the bargaining unit members. A catastrophic illness/injury that is expected to incapacitate the unit member for an extended period of time and taking time off from

work would create a financial hardship for the unit member. This Article shall not apply to industrial accidents or illnesses.

1. Eligible bargaining unit members may voluntarily donate earned sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic Leave Bank Donation Form." Bargaining unit members shall be permitted to make donations to the Leave Bank at any time during the school year.
2. Qualifications to make donations are as follow:
  - ~~a. The unit member must have an accumulated sick leave balance of at least ten (10) days at the conclusion of the preceding school year.~~
  - a. The eligible unit member must donate a minimum of one (1) working day of sick leave hours to the bank and not more than five (5) working days of sick leave hours in any one (1) school year.
3. The Association may solicit Leave Bank days from its unit members; however, the program shall be administered by the District. The District shall provide all forms that are to be used for this purpose. All forms shall be forwarded to the Human Resources Department for processing.
4. To be eligible for use of bank days, a unit member must have donated at least one day to the Catastrophic Leave Bank and have exhausted all accrued paid leave credits. The unit member must use all paid leave credits that he/she continues to accrue on a monthly basis before receiving Leave Bank days.
5. Upon requesting use of bank hours, the bargaining unit member, member of the unit member's family, or designee must provide the District with written verification of the illness/injury prepared by a licensed physician ~~of the State of California~~ and shall submit a "Certificated Catastrophic Event/Illness Leave Bank Request For Withdrawal Form" to the Human Resources Office. The request shall state the maximum number of days being requested by the unit member. The Assistant Superintendent, Human Resources shall verify eligibility for bank hours.
6. The Leave Bank shall have no limit for accumulating leave days and shall carry-over from year to year. However, a unit member may not receive more than sixty (60) days per illness or injury. After a unit member has withdrawn sixty (60) days, the unit member shall receive no further days. Furthermore a unit member is restricted to one withdrawal from the Leave Bank for each school year with a minimum of 120 duty days between each withdrawal.
- ~~7. A bargaining unit member requesting Catastrophic Illness/Injury Leave shall~~

~~submit a "Certificated Catastrophic Event/Illness Leave Bank Request for Withdrawal Form" to the Human Resources Department. The request shall state the maximum number of days being requested by the unit member. The Assistant Superintendent of Human Resources shall verify eligibility for bank hours.~~

7. ~~In the event that a request for bank hours is denied due to ineligibility as defined above, the unit member making the request and the Association President shall be notified in writing of the denial. The unit member or designee may appeal the denial to a Review Committee. The Review Committee shall consist of three (3) standing committee members. The standing committee members shall be the Assistant Superintendent of Human Resources, the Association President and a member of the Association's Executive Board. The Review Committee must come to a majority decision and shall keep information regarding the nature of the illness or injury confidential. The decision of the Review Committee shall be reported in writing to the unit member within ten (10) duty days of receipt. This decision shall be final and binding and not subject to the grievance procedure.~~
8. The Association shall hold harmless and indemnify the District from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of these provisions.

E. Bereavement Leave

- a. A unit member shall be entitled to five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family. ~~as defined above.~~ The immediate family shall be defined as the following relatives of the unit member or his/her spouse: mother, father, grandmother, grandfather, son, daughter, niece, nephew, aunt, uncle, grandchild, brother, sister, any relative or person sharing the immediate household of the unit member; or a close friend. In the case of a close friend, a unit member shall be entitled to only one (1) day of leave of absence without loss of salary once in a two-year period.

F. Industrial accident and illness leave

- a. Unit members experiencing a work related injury or illness qualifying for Worker's Compensation as determined by State Law shall be entitled to up to sixty (60) days of paid leave for each qualifying injury or illness, subject to authorization by the District's third party administrator.

G. Leaves of absence for judicial and official appearances

- a. Unit members will be given a leave of absence to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member with no loss of pay.

- b. The unit member taking leave under this section will refund to the District the amount that is paid for jury duty or witness fees.
- c. Unit members who elect to postpone jury duty from a time when school is in session to a non-session time shall be paid for each day served at the following rate, up to a total of five (5) days per fiscal year:
  - i. K-8, \$100 per day.
  - ii. Permit teachers, \$50.00 per day.

District costs for jury compensation for all unit members shall not exceed \$20,000 per year. Within thirty (30) calendar days of completed jury duty service, unit members shall submit a copy of the notice of jury duty service and verification of jury duty service attendance to the Business office. Payment shall be made in the next full pay period. "Session" is defined as the unit member's contractual work year.

#### H. Military Leave

- a. A unit member employed as a probationary or permanent employee of the District who enters the active military service of the United States of America or of the State of California will have employment rights by law.

- i. Pregnancy and Childbearing Leave

- b. Unit members shall be entitled to up to four (4) months of Pregnancy Disability Leave pursuant to Government Code section 12945 and Education Code section 45193 running concurrently with all paid leaves and federal Family Medical Leave and subject to the following provisions:

- i. Unit members shall take all available Sick Leave and Extended Sick Leave during pregnancy disability.

- ii. Unit members shall be expected to return to work no later than six (6) weeks following normal birth or eight (8) weeks following Caesarian section birth except under the following conditions:

- 1. The district receives a statement of continuing disability of the Unit Member from the attending physician.

- 2. The Unit Member elects to take up to twelve (12) additional weeks of unpaid leave for child bonding pursuant to the California Family Rights Act within 12 months after the birth of the child.

#### I. Family Care and Medical Leave

a. The District shall provide unit members family care and medical leave under the federal Family Medical Leave Act (FMLA) and the California Family Rights Leave Act (CFRA) in accordance with the following provisions:

i. Employees who have been employed for at least 12 months prior to the leave and worked at least 1,250 hours during that same period shall be entitled to 12 workweeks of leave, excluding break periods but including holidays, within each fiscal year for the following situations:

1. Serious health condition of the employee.
2. Serious health condition of the employee's child, parent, spouse, or registered domestic partner.
3. Birth of a child, or placement of a child in the family for adoption or foster care.

ii. Except in the case of pregnancy and subsequent child bonding, FMLA and CFRA leave shall run concurrently with each other.

~~iii. For pregnancy, a Unit Member may take an additional twelve (12) workweeks of unpaid leave under CFRA to bond with a child within twelve (12) months of birth.~~

iii. FMLA and CFRA shall run concurrently with all paid leaves, and in the case of pregnancy, childbirth, and related medical conditions FMLA shall also run concurrently with Pregnancy Disability Leave.

iv. Unit members shall be entitled to health and welfare benefits during FMLA and CFRA leave. In the event that FMLA and CFRA extends beyond any paid leaves, the unit member shall be required to remit the employee portion of any required premiums for dependent coverage to the District, in advance, pursuant to procedures in effect at the time.

J. Leave without pay may be granted for the following purposes:

a. After exhaustion of all applicable and available paid and unpaid leaves, non-probationary Unit members may apply for Leave Without Pay, subject to Board Approval, according to the following provisions:

i. Long term personal illness or injury

ii. To care for seriously ill or injured child, spouse, parent, or registered domestic partner

- iii. Parental, childbearing or child rearing leave
- iv. Preparation for, and culmination of, placement of child with unit member through adoption or foster care
- v. Political leaves - limited to four (4) weeks to campaign and for term or appointment of elected office.
- vi. Professional leave may be granted for the purpose of attending conferences, workshops, institutes, school visitations and other meetings that are related to improving the bargaining unit member's performance but are not approved or funded by the District.
- vii. Study and/or travel.
- viii. Personal business - beyond personal necessity.
  - ix. Special service such as unpaid Association leave, civic, Peace Corp or Vista participation. The Board may consider unusual circumstances upon request. Except in cases of emergency, a thirty (30) day notice shall be given prior to taking the leave in order to facilitate the continued educational program.
  - x. Other personal or professional reasons approved by the Governing Board.
- b. Upon returning from an extended personal leave, the bargaining unit member may be assigned to the same position held if that position is available or shall be assigned to the closest equivalent position that is available. Positions may not be available due to declining enrollment, a shift in student population, lack of funds, or to break a contract with a temporary or replacement teacher.
- c. A bargaining unit member shall have the option of remaining an active participant in the District's fringe benefit program by contribution of the unit member's total cost of the program during leave.

#### K. Association Leave

- a. The Board shall grant twelve (12) days per school year with pay to the Association for Association business. The Association shall also be granted the right to purchase up to ten (10) additional days paid at the daily substitute rate of pay. Requests for such leave shall be in advance and shall be handled by the Association President or his/her designee. This leave is in addition to release time guaranteed by SB 160 for meeting and negotiation or the processing of grievances.
- b. All requests for leaves without pay for the following school year shall be submitted by April 15 unless there is an emergency. The Board will consider requests within thirty (30) days of their receipt by the District.

#### L. Sabbatical Leave

The sabbatical leave may be granted to unit members by the Governing Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

- a. In case of travel, a written report shall be required to be submitted at the end of the sabbatical period.

- b. Requests for sabbatical leave must be received by the Superintendent in writing and shall be mutually agreed on by the unit member's organization and the Superintendent, no later than March 15, and action must be taken on all such requests no later than April 15, of the school year preceding the school year for which the sabbatical leave is requested.
- c. No more than one such leave of absence per bargaining unit member shall be granted in each seven year period (Ed. Code 44966, 44967).
- d. Absence from the service of the District for a period of not more than one year under a leave of absence without pay granted by the Governing Board of the District for service under a nationally recognized fellowship or foundation approved by the state board of education of research, teaching, or lecturing shall not be deemed a break in the continuity of service required by this regulation and shall be included as a year of service in computing the seven (7) consecutive years of service required by this regulation (Ed. Code 44967).
- e. At the expiration of the unit member's sabbatical leave, the unit member shall, unless he/she otherwise agrees, be reinstated in the position held by the unit member at the time of the granting of the leave of absence (Ed. Code 44949, 44973).
- f. The Governing Board shall be freed from any liability for the payment of any compensation or damage provided by law for the death or injury of any unit member of the District employed in a position requiring certification qualifications when the death or injury occurs while the unit member is on any leave of absence granted under the provisions of Education Code section 44962 - 44976, inclusive.
- g. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which the unit member would have achieved had the unit member remained actively employed in the system during the period of absence.
- h. Sabbatical leave must be preceded by at least seven consecutive years of service, all of which have been served as a regular full-time employee in the school District. Service of at least 75 percent (75%) of the teaching days in each year counts as a full school year. Any year in which the applicant has served some days, but failed to serve 75% of the days shall not be counted as an interruption in the seven consecutive year period.
- i. The number of unit members absent on sabbatical leave at any one time shall be no more than two percent (2%) of the total number of certificated employees, if requested.
- j. Sabbatical leave will be granted for no more than a total of one year. Sabbatical leave shall coincide with the school year, unless otherwise approved by the Superintendent. Sabbatical leave may be granted for semester or quarter as long as the total leave is begun and finished during a three year period (Ed. Code 44966).

k. Compensation:

- i. Compensation while on sabbatical leave shall be in accordance with the provisions of the school District salary schedule in effect during the period of the leave (Ed. Code 44968, 44969).
- ii. Applicants who desire to receive salary allowance while on a sabbatical leave must furnish a suitable bond indemnifying the school district for any salary paid the employee during the period of the sabbatical leave in the event the unit member fails to return to render two full years of service to the District following the termination of the sabbatical leave; or, in the event the employee fails satisfactorily to carry out the program of study or the itinerary of the trip approved. In the event the unit member is unable to render the two years of service due to death or physical or mental disability, this provision shall be waived (Ed. Code 44969).
- iii. Applicants who do not desire to furnish a bond and receive salary while on sabbatical leave shall be paid in accordance with the business department's procedures in two equal annual installments as follows: (Ed. Code 44969)
  1. At the end of the first year of service after the members return to duty, the business department shall release the first installment upon receipt of a Governing Board resolution authorizing the payment of said installment and including an affirmative statement to the effect that the unit member has completed one year of service and fulfilled all other legal requirements.
  2. At the end of the second year of service, a similar procedure shall be followed authorizing payment of the second and final installment.
- iv. A Unit Member on Sabbatical Leave shall be entitled to the same Health and Welfare benefits afforded to all active unit members. In the event a unit member is not receiving pay while on sabbatical leave, he/she shall be required to remit the employee out of pocket cost for their selected plan, as determined by the annual Health Benefit Pool Calculation, to the District, in advance, pursuant to procedures in effect at the time.

M. Re-Employment List

- a. After exhaustion of all available paid and unpaid leave, if a Unit Member is not medically able to resume his/her duties, the employee shall be placed either in another position or on a reemployment list according to the following guidelines:
  - i. If the employee is on probationary status, he/she shall be placed on

the reemployment list for 24 months.

- ii. If the employee is on permanent status, the employee shall be placed on the reemployment list for 39 months.
- b. If during the periods indicated above the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified.

## ARTICLE 9. CLASS SIZE

The following changes to Article 9: Class Size shall be considered a pilot program for the 2016/2017 school year only. The intent of this program is to provide the students with smaller class sizes while also decreasing the burden on individual teachers. At the completion of the 2016/2017 school year, the District and Association shall meet to negotiate Article 9: Class Size for implementation into the collective bargaining agreement before March 1, 2017.

A. The following class size maximum number is set forth:

TK & K: Maximum 22

1<sup>st</sup> – 3<sup>rd</sup>: Maximum 25

4<sup>th</sup> – 6<sup>th</sup>: Maximum 28

7<sup>th</sup> & 8<sup>th</sup> Core Subjects: Total cumulative class size maximum of 150 not to exceed 32 per period

7<sup>th</sup> & 8<sup>th</sup> P.E.: Total cumulative class size maximum of 275 not to exceed 55 per period

7<sup>th</sup> & 8<sup>th</sup> Electives: VAPA courses maximum of 45 and Non-VAPA maximum of 30

### Students above the maximum:

Additional students placed in the classrooms above the agreed maximum will follow these guidelines.

1. Any teacher who receives a student above the maximum will receive \$10 per day per student (starting the eleventh day of attendance for the additional student).
2. The student count is based on a number of students enrolled in the class and not on a daily attendance.
3. Once all grade level classes have reached the maximum, the additional students will be placed in the classes based on seniority with the most senior teacher getting the first extra student.

When the class size maximum, within a grade level is reached and an additional 20 students are enrolled in the grade at the school, an additional teacher shall be hired. Whenever classroom space is unavailable the District and the association will meet to generate a plan to address additional students.

B. The District shall make a reasonable effort to establish a balance in the number of students assigned per class, grade level or subject with the recognition that factors

such as credentialing, curriculum, and enrollment trends may limit such balancing. The staff at particular sites shall have the right to consult with site administrators with regard to balancing issues.

**ARTICLE 10. HOURS**

A. The basic day of service for K-8 unit members shall be as follows:

1. Monday through Friday, 6 hours, 30 minutes, exclusive of a 45 minute duty free lunch.
2. Fridays, up to once per month, 7 hours 0 minutes with 5 calendar days' notice before scheduled meeting, as needed. This meeting shall apply to all unit members, all school sites, and/or district wide and may be called by site principals and Assistant Superintendents with the Superintendent's approval. Extended minimum days shall be held only on Fridays that are not individual planning and preparation days.
3. For all school sites, there will be no afternoon recess.
4. Any teacher assigned to a six period schedule will teach five periods and receive a preparation period.

B. The basic day of service for Permit Teachers shall be the same as K-8 unit members.

C. Instructional Day:

Pre-School	180 minutes
Transitional K	225 minutes
Kindergarten	315 minutes
Grades 1-6	330 minutes (exclusive of recesses)
Grades 7-8	334 minutes (inclusive of 1 preparatory period)

The District shall determine starting and ending times of the instructional day in order to accommodate student scheduling.

D. Instructional Minutes on Minimum Days:

Pre-School	180 minutes
Transitional K & K	<del>225</del> 200 minutes
Grades 1-8	<del>262</del> 240 minutes (exclusive of recesses)

As part of the annual process of calendar development, minimum days shall be incorporated into the calendar as agreed to by District and Association as follows:

1. Nine (9) minimum days split between the first week and the last week of instruction.
2. Ten (10) minimum days for parent conferences split between the fall and spring.
3. Each Friday not covered in #1 or #2, shall be divided approximately evenly among the four categories of activities listed below. The first three categories shall be directed by the site administrator.

- a. Staff meetings
- b. Grade level meetings with an agenda distributed in advance by the beginning of the first teacher lunch period that exclusively includes and promotes one or more of the following activities:
  - i. Analysis of, and discussion regarding, student achievement data
  - ii. Development of curriculum and teaching plans
  - iii. Discussion, work, and study regarding Professional Learning Communities
  - iv. Analysis of student achievement for Response to Intervention and Student Study Team processes
  - v. Other subjects or topics recommended by the Leadership Team
- c. Other meetings directed by the site principal with an emphasis on training and the majority of time devoted to professional development activities
- d. Individual planning and preparation

E. In addition to the above basic day, unit members are responsible for professional duties which include:

- 1. Parent conferences, exclusive of minimum day conference periods, in the afternoon or evening as needed to accommodate parents.
- 2. One (1) "Back to School Night" and one (1) "Open House Night" each school year.
- 3. Extra-curricular student activities that require chaperoning beyond contractual hour, where no volunteers exist, ~~such activities~~ will be mandatorily assigned to unit members at a school site on a rotating basis with compensation at Student Contact rate. Administration will make an effort to provide timely notice with the exception of emergency situations where administration had no previous notice. ~~Both volunteer and assigned time will be considered in distributing adjunct duty responsibilities among unit members at each school site.~~
- 4. The principal will be responsible for assigning the maximum allowable duty time to all aides. If this is not sufficient time to cover necessary duties, teachers will be assigned on a rotating basis. Adjunct duties shall be equitably distributed to the extent practicable.

F. Special Day Class teachers shall have up to three (3) release days per trimester for IEP's, testing and consultation.

~~E. Rainy Day Schedule~~

~~Notwithstanding anything in the Article 10, to the contrary, during rainy days, the lunch break of unit members shall be reduced to 30 minutes to ensure that there is sufficient supervision of students. The existence of a "rainy day", defined as actual rain falling shall be determined by the Principal and called with sufficient time to accommodate the lunch preparation schedule. On rainy days, the children will be dismissed at the usual time. All unit members whose lunch periods were reduced to~~

~~30 minutes because of the rainy day may go home 15 minutes early. If the rainy day occurs on a day in which an after school staff meeting is scheduled, the staff meeting will be reduced by 15 minutes. If a District meeting is scheduled for after school on a rainy day, the District meeting will begin 15 minutes earlier.~~

#### G. Contingency Condition Schedule

Notwithstanding anything in the Article 10, to the contrary, during a contingent condition the daily schedule may be adjusted during lunch break to ensure that students are able to be supervised in a safe physical environment. Lunch break will be reduced to 30 minutes and unit members will be dismissed 15 minutes early. If the contingency condition occurs on a day when there is an after-school meeting scheduled, the meeting will be reduced by 15 minutes. A contingency condition is hereby defined as a condition for which student's safety is unduly compromised. Examples may include: weather related conditions, or catastrophic events, as determined by the District Risk Manager and/or Site Administrator.

## ARTICLE 12. TRANSFER AND REASSIGNMENT

### A. Definitions:

1. A "transfer" is a movement of unit member from one (1) District work site to another District work site.
2. A "reassignment" is a movement within a school site of more than three (3) grade levels or in secondary classrooms a change of three (3) periods or more to subjects not taught the previous year.
3. A "vacancy" is an opening that has occurred as a result of a unit member retiring, resigning, or because of increased enrollment, state disability or death. A position that becomes open as the result of a unit member filling a vacancy is not a vacancy. This resulting open position will be filled at the discretion of the District.

### B. Unit Member Initiated Transfers and Reassignments

1. The Superintendent or his/her designee shall administer the transfer and reassignment policy.
2. Posting Vacancies. Vacancies shall be posted at each school site and in the District's Department of Human Resources. A list of current vacancies shall be mailed to each school site, while in session, and posted within a reasonable period of time of receipt but not later than the next school day in an area designated by the school site principal. Identified vacancies for the succeeding school year shall be posted by May 15.

The Association President shall be notified of all vacancies via email and ~~U.S. mail~~ or intra-district mail where applicable at the same time that notices are sent to the sites. The District will also provide announcements of vacancies through school mailboxes and emails to unit members who have submitted transfer requests. Any unit member may review the list of current vacancies by contacting or visiting the District's Human Resources Department.

A unit member who wishes to be considered for vacancies that occur during the summer or while the unit member is on leave must notify the Human Resources Department and provide a phone number and e-mail address that can be used by the District to provide vacancy information.

3. Procedure for Unit Member Initiated Requests for Transfers and Reassignment:
  - a. The unit member shall submit a transfer/reassignment request to the Assistant Superintendent of Human Resources within the posting period indicated on the vacancy notice. Posting periods will be no less than five days.
  - b. The Assistant Superintendent of Human Resources shall notify the unit member

in -writing of the decision regarding his/her request for transfer/reassignment within ten (10) work days. The unit member may request and receive a -written reason for denial.

- c. Any unit member who meets the prerequisites listed in subsection B.3.d of this Article, below, may apply for a vacancy, regardless of the unit member's current location or grade assignment.
- d. Prior to submitting a request for transfer or reassignment, the unit member must meet the following conditions:
  - i. The unit member must have served at least one year in his/her present assignment prior to submitting the transfer request, unless the unit member is applying for a support staff position (i.e. counselors, psychologists).
  - ii. The unit member's most recent evaluation must have been rated satisfactory or better. Any unit member who is on an assistance plan may, but need not be, considered by the District for a transfer or reassignment.
  - iii. The unit member, during the twelve (12) month period preceding his/her transfer or reassignment request, must not have received any Notice of Unprofessional Conduct pursuant to Education Code Section 44938, or any Notice of Incompetency pursuant to Education Code Section 44938, or any notice approved by the Board or the Superintendent that the employee violated a provision(s) of the Education Code.
- e. The Superintendent or his/her designee shall approve or deny a request for transfer/reassignment on the basis of valid credentials, district-wide seniority and pertinent experience ~~and/or training~~.
- f. Unit members may file with the Assistant Superintendent of Human Resources a general request for transfer or reassignment. This request shall remain confidential, if so requested by the unit member, until the unit member indicates his/her interest in a particular posted vacancy. The general request may include a preference(s) of assignment, location(s) desired, and the unit member's qualifications for such assignment. Such request shall be considered for vacancies occurring during the current school year and up to September 15 of the following school year and shall be invalid thereafter.

### C. Administration Initiated Transfers and Reassignments

1. The District reserves the right to administratively transfer a unit member to accommodate the needs of the District.
2. The following procedures will be used in administration-initiated transfers and reassignments:
  - a. The District will first make a good faith effort to solicit suitable volunteers for transfer or reassignment when appropriate. Unit members who volunteer for administrative initiated reassignment shall be given two (2)

days of release time to prepare for the assignment. Unit members who volunteer for administration initiated transfer shall be give three (3) days of release time to prepare for the transfer. Unit members who volunteer for administrated initiated reassignment and transfer shall be given four (4) days of release time to prepare for the assignment.

- b. When the District determines that there are no qualified volunteers, or when the transfer or reassignment of a volunteer would impede the continued operation or implementation of any curricular program, the Assistant Superintendent of Human Resources in consultation with the site administrators shall identify a unit member(s) for administrative transfer or reassignment. The principal or immediate supervisor shall schedule a conference with the unit member and provide a written notice of transfer/reassignment stating the reasons for the transfer/reassignment. Except in cases of unforeseen circumstances or emergency, unit members administratively transferred or reassigned during the school year shall be given as much advance notice as possible but no less than five (5) work days' notice in the case of reassignment and ten (10) work days' notice in the case of transfer. The District, in consultation with the Association, shall determine whether a shorter time line is appropriate.
- c. The unit member may schedule a conference to discuss the transfer/reassignment with the Association President, the Assistant Superintendent of Human Resources and the Superintendent. Any District decision resulting from the conference shall be consistent with the needs of the District.
- d. Unit members who are administratively reassigned shall be given two (2) days of release time to prepare for the assignment. Unit members who are administratively transferred shall be given three (3) of release time to prepare for the transfer. Unit members who are administratively reassigned and transferred shall will be given three (3) days ~~one day~~ of release time to prepare for the reassignment. The release time provided in this subsection shall be given to the unit member within, and is not in addition to, the minimum notice period provided in subsection b, above. The unit member, ~~upon request~~, shall receive assistance in moving materials during this release time.
- e. Unit members shall not be administratively transferred or reassigned an unreasonable number of times or for arbitrary or capricious reasons

2. The final decision regarding transfers and reassignments shall rest with the Superintendent.

~~D. Annually the seniority list to be provided to the Association by September 1. The District shall provide the Association with a seniority list annually no later than September 1, of each year. The seniority list shall be posted at each school site and shall be made available to any bargaining unit member in the District's Department of Human Resources no later than September 1, of each year.~~

#### E. Staffing New Schools

1. 25% of the classroom openings in a new school shall be available for assignment pursuant to the current provisions of Article 12 relating to Unit Member Initiated Transfers.
2. The District shall be entitled to select the personnel to be assigned to 75% of the openings at a new school by way of the recruitment of new personnel or through administrative transfers.
3. Openings caused by transfers to a new school shall be filled by the District by way of the recruitment of new personnel or administrative transfers. The current provisions of Article 12 shall not apply to administrative transfers made to fill openings at a new school or openings caused by unit member or administration initiated transfers to a new school.
4. No more than 5 teachers may voluntarily transfer from a school with 30 or fewer teachers.
5. No more than 7 teachers may voluntarily transfer from a school with 31-40 or fewer teachers.
6. No more than 10 teachers may voluntarily transfer from a school with 41 or more teachers.

#### F. All Other Assignment Changes

1. Prior to the initiation of any administrative changes in assignments or room changes that are not otherwise covered by this Article, the appropriate administrator (i.e. site Principal in most cases) shall hold a conference with the affected unit member and shall provide two (2) days ~~one (1) day~~ of release time or per diem to assist the unit member in making an orderly transition.

## ARTICLE 15. OBSERVATION/EVALUATION PROCEDURES

Unit members shall be observed and evaluated by their immediate supervisor at each school or administrative site according to the following schedule:

- Probationary Employees: 1st set of two formal observations and written evaluation by November 30<sup>th</sup>  
2nd set of two formal observations and written evaluation by March 10<sup>th</sup>
- Permanent Employees: 1st formal observation by January 30<sup>th</sup>  
2nd formal observation by March 10<sup>th</sup>  
Final evaluation no later than 30 days before the end of the school year

The District shall determine the need for, the type of, and provide the necessary assistance to unit members for the purpose of improving their teaching competencies. If a site administrator determines that a unit member is not performing his or her duties in a satisfactory manner according to the standards prescribed by the Governing Board, the site administrator shall notify the unit member in writing of that fact and describe the unsatisfactory performance. The site administrator shall continue to confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in his or her performance through an assistance plan, followed by participation in the Peer Assistance and Review (PAR) program. ~~if necessary and if funds for the PAR program are available.~~

### A. Observation Procedures.

1. Frequency of Observations. A minimum of two (2) unannounced or announced classroom observations, at least twenty (20) minutes in length each, are required for each evaluation period.

Additional announced or unannounced observations may be conducted at the site administrator's discretion. The site administrator or unit member may also request outside evaluation assistance from the Assistant Superintendent of Educational Services, if necessary, after the required two observations.

2. All classes may include observations in the areas of reading, language, math and one other subject selected by the site administrator. A lesson plan will be provided by the unit member prior to the observation if requested by the site administrator.
3. The site administrator shall utilize the District approved form ("Observation Form") to compile all observation information. Additional pages may be affixed when necessary, but their addition must be indicated on the Observation Form. The Observation Form shall contain:

- a. The date, time and location of the observation;
  - b. A description of each area observed; and
  - c. Suggestions for improvement where appropriate.
4. Within ten (10) days of an observation, the site administrator shall meet with the unit member to discuss the observation and review the Observation Form. The Observation Form shall be signed by both the site administrator and the unit member to indicate that the Observation Form has been reviewed by the unit member. A copy of the Observation Form shall be forwarded to the Assistant Superintendent of Human Resources after the site administrator's conference with the unit member.
  5. If the site administrator determines that additional observations and conferences are necessary to maintain the level of competency expected of unit members, the site administrator shall increase the number of observations and conferences.

## B. Final Evaluation Procedures

### 1. Frequency of Evaluation.

Probationary Employees: Unit members with probationary employment status shall be evaluated twice each school year.

Permanent Employees: Unit members that have attained permanent employment status shall be evaluated at least once every other year.

If a unit member with permanent status receives an unsatisfactory evaluation, the District shall evaluate the unit member each school year until the unit member achieves a satisfactory evaluation or is separated from the District.

Permanent Employees With Ten Years: Unit members that have attained permanent employment status, have been employed at least ten (10) years with the District, are highly qualified (as defined in 20 U.S.C. sec 7801) if required by No Child Left Behind, and whose previous two evaluations rated the employee as meeting or exceeding standards prescribed by the Governing Board, will be evaluated every five years. ~~if the site administrator and unit member being evaluated agree.~~

This does not eliminate a principal's right to informally observe a teacher and make recommendations for improvement. Should a principal determine that a unit member is not performing to standard at any time during the five-year period, the site administrator may provide the teacher with notice that formal observations and evaluation will be implemented for the following school year.

The formal observation cycle will commence no later than October of the following school year.

The site administrator shall utilize the District approved form ("Evaluation Form").

Additional pages may be affixed when necessary, but their addition must be indicated on the Evaluation form. The Evaluation Form shall contain a description of the areas evaluated and suggestions for improvement where appropriate.

2. The site administrator shall meet with the unit member to review the Evaluation Form. The Evaluation Form shall be signed by both the site administrator and the unit member to indicate that the Evaluation Form has been reviewed by the unit member. A copy of the Evaluation Form shall be forwarded to the Assistant Superintendent of Human Resources after the site administrator's conference with the unit member.
3. The unit member may prepare a written response to the evaluation, which will be attached to the Evaluation Form.
4. Unit members shall only be evaluated under the CTSP aligned evaluation process for those portions of the CTSP in which the unit member has completed training.

C. Informal Observation by Visitors other than District Administrators

The purpose of this language is to collaborate to minimize disruption to teaching and learning, and to protect the integrity of the evaluation process. In order to accomplish this purpose, the San Ysidro School District and the San Ysidro Education Association agree to the following regarding informal observations by visitors other than District administrators:

1. School administrators will be present during informal observations ~~whenever possible;~~
2. Visits to schools by those other than District administrators shall be announced in advance ~~whenever possible;~~
3. Information gathered during informal observations with visitors shall not be applied to unit members' evaluations;
4. Feedback from, and information gathered during informal observations will not be disseminated in a manner which identifies unit members on an individual basis, except in those instances in which an individual unit member must be identified in order to obtain a benefits (i.e., special recognition, program incentives, etc...);
5. Informal observers shall not interrupt the teacher or students during instruction; and
6. Informal observations shall not add to, detract, or alter in any way, the agreed upon evaluation procedure in the current collective bargaining agreement between the parties.

**ARTICLE 18. COMPENSATION AND FRINGE BENEFITS**

A. Compensation.

The certificated salary schedule will be increased by 6% effective July 1, 2016 for 2016-2017. In addition to the foregoing, the certificated bargaining unit will also receive a 3% salary increase for 2017-2018.

- B. Immediately following the ratification of this Agreement by both parties, the following proposed hourly rates shall be effective. The rates shall be paid in accordance with past practice and apply to those professional assignments which occur outside the unit member's contractual duty day and are authorized by the site administrator and approved by the Governing Board. Such assignments would be in-district, unless otherwise authorized by the Superintendent or his/her designee, and the District shall be the sole determiner as to whether the activity is covered by this Article.

Student Contact Time	\$40/hour
Non-Student Contact Time	\$30/hour

C. Compensation for Loss of Preparation Period

1. At the beginning of each school year the principal of the Secondary School shall establish a pool of 7<sup>th</sup> and 8<sup>th</sup> grade teachers volunteering to serve as substitutes during their preparation periods. The members of the pool will be assigned on a rotating basis when the District cannot obtain a substitute. If a pool member is not available, the principal may assign a unit member who teaches 7<sup>th</sup> or 8<sup>th</sup> to act as a substitute. Such assignments shall also be on a rotating basis. Unit members serving as substitutes during their preparation period shall be compensated at the Student Contact rate.
2. The District will make a good faith effort to assign substitutes equitably throughout the District.

D. Fringe Benefits:

1. Eligible employees may select the type of plan and carrier approved by the District for medical, dental, vision, and life insurance benefits.  
The District on an annual basis shall establish a "pool" to implement the District's maximum contribution per eligible employee. All eligible District certificated employees shall be placed into one (1) combined pool. The pool shall be equal, on an annualized basis to the product of Nine Thousand Dollars and Zero Cents (\$9,000.00) times the number of eligible employees. The utilization of a pool approach shall allow an individual eligible employee to receive a District contribution of less or more than \$9,000.00 per year, but in no event shall the total amount contributed by the District be less than the product \$9,000.00 times the

number of eligible employees on an annualized basis. In the event that the total amount in the pool is not sufficient to cover the costs for all eligible employees, the cost in excess of the total amount in the pool shall be paid by eligible employees whose plans exceed \$9,000.00 on a proportionate basis according to the full costs of their respective plans.

1. Effective January 1, 2017, the district's per eligible employee contribution shall be increased to \$9,500 Nine Thousand Five Hundred Dollars and Zero cents. The new amount supersedes the amount listed in section 2 above.
2. District and Association agree to meet to negotiate an increase to the districts per eligible employee contribution for the 2018 benefits year.
2. The District shall allow qualified unit members to enroll in the Medicare program. The District's obligations under the Medicare program shall commence for pay periods effective after January 1, 1995.
3. All employee waivers of health benefits will be eliminated during the open enrollment period in 2008 to be effective January 1, 2009.
4. As long as a single pool for all employees is maintained, the District shall ensure that its contribution to the pool is no less than the current "per employee" contribution, as set forth above in Section D.2, and at least as much as the total annual premium costs for employee only coverage for health, dental, vision and life in the HMO plans available in each of those categories. The District will also work with its insurance administrator, currently VEBA, to maintain compliance with all provisions of any contract between the District and its insurance administrator.
5. The District will convene a Composite Insurance Team ("CIT") composed of up to four (4) members from, and selected by, each employee group (SYEA, CSEA and Management/Confidential). Within 20 working days of receiving rate information for the upcoming plan year from the Insurance Administrator, the CIT shall convene to review the rate information, plan options and applicable cost comparisons. CIT members shall then share the information obtained with their respective bargaining teams for negotiation.

## ARTICLE 20: PERSONNEL FILES

- A. Access to Personnel Files. Unit members, or a representative designated by the unit member, shall be entitled to inspect and obtain copies of materials in their personnel files, except for ratings, reports or records which were obtained prior to the employment of the unit member, or as otherwise excluded by law.
- B. The term “disciplinary action” shall be defined as: (a) written reprimands, warnings or directives or any other written notices and information of a derogatory nature (as defined in Education Code section 44031) that reflect negatively on a unit member’s performance which are placed in the employee’s personnel file; or (b) written notices of unprofessional conduct, including persistent refusal to obey District regulations and a notice of evident unfitness for service. The term “disciplinary action” shall not include evaluations.
- C. Disciplinary action as defined in this article shall be taken only for just cause. The District shall take a corrective rather than punitive approach to discipline. Disciplinary action shall be progressive in nature, but the District may move immediately to higher levels of discipline for serious violations or major infractions.
- D. Disciplinary action, ~~Information of a derogatory nature (as defined in Education Code section 44031), except information excluded from review pursuant to Paragraph A above,~~ shall not be entered or filed in the unit member's personnel file unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to respond or comment on any derogatory statement filed in his or her personnel file. Said response shall be attached to the derogatory statements.
- E. Disciplinary action shall not be placed in the unit member’s personnel file until ten (10) days after notification. ~~the derogatory statement shall be placed in the unit member's personnel file.~~ Written complaints against a unit member shall be governed by the procedures set forth in Article 24.
- ~~F. Written complaints against a unit member shall be governed by the procedures set forth in Article 24.~~
- F. ~~Information of a derogatory nature (as defined in Education Code section 44031)~~ Disciplinary action shall be removed if it was subject to a the grievance process and was not sustained.

## ARTICLE 22. PEER ASSISTANCE AND PEER REVIEW (PAR)

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

### A. Joint Committee

1. The Joint Committee shall consist of seven members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators on the Joint Committee.
2. The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present, including at least three unit members and two administrators. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, teachers sitting on the Joint Committee shall receive an annual stipend of \$1,500 to compensate for work performed outside the duty day resulting from their service as committee members.
3. The Joint Committee shall be responsible for the following:
  - a. Providing annual training for the Joint Committee members, as needed.
  - b. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
  - c. Selecting the panel of Consulting Teachers ~~and BTSA Support Providers.~~
  - d. Selecting trainers and/or training providers.
  - e. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
  - f. Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site principal.

- g. Making available the panel of Consulting Teachers for selection by the Participating Teacher.
  - h. Adopting Rules and Procedures to the effect of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
  - i. Making available a copy of the adopted Rules and Procedures to bargaining unit members and administrators, upon request.
  - j. Establishing application procedures for those seeking to become a Consulting Teacher, ~~BTSA Support Provider, or both.~~
  - k. Determining the number of Consulting Teachers ~~and BTSA Support Providers~~ in any school year, based upon participation in the PAR ~~and BTSA Programs~~, the budget available and other relevant considerations.
  - l. Reviewing the final report prepared by the Consulting Teacher and making annual recommendations to the Governing Board regarding the progress of each Referred Participating Teacher in the PAR Program.
  - m. Evaluating annually the impact of the PAR Program in order to improve the program.
  - n. Reviewing and updating the Rules and Procedures within the first trimester of each school year.
  - o. Distributing at the beginning of each school year, information regarding the services and positions available through the program to all bargaining unit members and administrators.
4. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
  5. ~~The BTSA Program shall be operated in conformity with all applicable laws, applicable regulations, and the terms or conditions of any consortium agreement or grant approved or obtained by the Governing Board. No consortium agreement or grant shall be approved or solicited by the Governing Board unless the District has first conferred with the Association as may be required by applicable laws or regulations.~~
  5. Implementation of the program shall be guided by the Rules and Procedures adopted by the Joint Committee.

## B. Participating Teachers

1. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. An unsatisfactory final evaluation occurs when no less than three (50%) of the six standards for teaching professionals are marked unsatisfactory on the final evaluation. The process of the referral of teachers with an unsatisfactory final evaluation to the Joint Committee will be the responsibility and function of the Human Resources Department and shall be completed within the last 20 days of the school year so that the Joint Committee will have appropriate time to arrange for the assignment of a Consulting Teacher for the Referred Participating Teacher for assistance during the subsequent school year. Priority to receive assistance from Consulting Teachers shall be given to Referred Participating Teachers.
2. A Volunteer Participating Teacher is a teacher with permanent status who can benefit from the substantial assistance available through the PAR Programs as determined by the Joint Committee. An evaluator may recommend that a permanent teacher participate as a volunteer. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or participation in the PAR Program at any time. By a majority vote, a teacher shall be approved by the Joint Committee to receive assistance as a Volunteer Participating Teacher only if (and only for the period that) the Joint Committee determines that the program has sufficient capacity to serve the teacher.
3. ~~A Beginning Teacher is a teacher enrolled in the BTSA Program who receives assistance from a BTSA Support Provider pursuant to the Beginning Teacher Support and Assessment Program. A Beginning Teacher is a teacher for whom a mandatory induction program is required and who chooses to participate in the program. The purpose of participation in the BTSA Program is for peer assistance only and the BTSA Support Provider shall not participate in a performance review of the Beginning Teacher.~~
3. With the approval of the Joint Committee: (1) a Referred Participating Teacher may select his or her Consulting Teacher from the list of Consulting Teachers provided by the Joint Committee; and (2) a different Consulting Teacher may be selected to work with the Participating Teacher or the Consulting Teacher. The Joint Committee shall approve selections after considering the preferences of the Referred Participating Teacher and Consulting Teacher, and shall attempt to reasonably accommodate those preferences.

4. All communication between the Consulting Teacher and a Volunteer Participating Teacher ~~or Beginning Teacher~~ shall be confidential, and shall not be shared with others, including the site principal, the evaluator or the Joint Committee, without the written consent of the Volunteer Participating Teacher. ~~or Beginning Teacher.~~
5. A Referred Participating Teacher has the right be represented throughout these procedures by the Association representative of his or her choice. The preceding sentence is not intended to limit any existing right of unit members to be represented by an Association representative.

C. Consulting Teacher

1. A Consulting Teacher is a teacher who provides assistance to a Referred Participating Teacher or Volunteer Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications for appointment as a Consulting Teacher:
  - a. A permanent credentialed classroom teacher working at least 60% of the time in direct student instruction during each of the last two years prior to accepting his or her assignment as a Consulting Teacher (K-8 Classroom Teachers, Reading Teachers, or Bilingual Resource Teachers).
  - b. At least (5) five years of recent teaching experience in classroom instruction.
  - c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. In filling a position of Consulting Teacher, each applicant is required to submit the names of three references that shall be contacted by the Joint Committee. Each reference shall have specific knowledge of the applicant's expertise. At least one reference shall be the applicant's immediate supervisor (or- if the immediate supervisor has not served in that capacity for at least one year - an administrator selected by the applicant who is currently employed by the District or was with the District within the last two years). At least one reference shall be either a classroom teacher or an Association representative.

All applications and references shall be treated with confidentiality.

3. Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations by the Joint Committee.
4. In the event that a unit member is selected as a member of the Consulting Teacher panel but subsequently is moved from the bargaining unit, he/she shall be dropped from the program.
5. A Consulting Teacher shall be provided release time to the extent necessary to carry out his or her required functions. The term of the Consulting Teacher shall be three (3) years. While serving as a Consulting Teacher, the unit member must continue to teach at least 60% of the time in direct student instruction (i.e. service as a K-8 Classroom Teacher, Reading Teacher or Bilingual Resource Teacher).
6. The Joint Committee may annually approve conferences or training to assist a Consulting Teacher in his or her work with the Participating Teachers or to allow the Participating Teacher to attend beneficial conferences or to take appropriate training. All allocations and expenditures by the Joint Committee shall be made within and in accordance with its budget.
7. Upon selection, the Consulting Teacher shall receive a one-time stipend of \$500. In addition to the regular salary, a Consulting Teacher shall receive an annual stipend of \$3,000 for each Referred Participating Teacher and \$1,500 for each Volunteer Participating Teacher assigned to the Consulting Teacher. The stipend shall be prorated if the Consulting Teacher works with the Referred Participating Teacher or Volunteer Participating Teacher for less than a full year. The reduction and proration, however, shall not occur when a Consulting Teacher works with Referred Participating Teacher for a partial year because the Referred Participating Teacher successfully completes the PAR Program in less than one year.
8. Consulting Teachers shall have responsibility for no more than three (3) Volunteer Participating Teachers or two (2) Referred Participating Teachers, Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
9. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan, and a process for determining completion of the PAR Program.
10. The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
11. The consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.
12. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until the Consulting Teacher recommends to the Joint Committee that the teaching performance of the Referred Participating

Teacher is satisfactory, or the Joint Committee determines that the Referred Participating Teacher, after sustained assistance, has not been able to demonstrate satisfactory improvement. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee by the date set by the Joint Committee. The Referred Participating Teacher shall have fifteen (15) days to respond in writing to the final report of the Consulting Teacher before it is considered by the Joint Committee. The response shall be attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

13. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.
14. Consulting Teachers and ~~BTSA Support Providers~~ shall be reimbursed for all travel expenses on the basis of the IRS mileage rate.

D. BTSA Support Provider

1. A BTSA Support Provider is a teacher selected by the Joint Committee to provide support to Beginning Teachers ~~under the Beginning Teacher Support and Assessment Program~~ who have enrolled in an agency sponsored program to clear their preliminary credential. Agencies include any California credentialing authority with an approved Beginning Teacher Support Program such as local universities and/or the San Diego County Office of Education. Any applicant for a BTSA Support Provider shall satisfy the minimal requirements set by the then-applicable law and/or regulations. The selection process shall conform with applicable requirements and any consistent rules adopted by the Joint Committee. The application process shall also satisfy the requirements of programs C.2, C.3 and C.4.
2. The Joint Committee may fill a full-time BTSA Support Provider position with a qualified applicant. The term of this position shall be either two or three years, as determined by the Joint Committee. A teacher may not serve a second term as a full-time BTSA Support Provider unless the terms are separated by at least two years. ~~The full-time BTSA Support Provider shall be assigned up to 22 Beginning Teachers.~~ The applicant must:
  - a. Be a permanent credentialed classroom teacher working at least 60% of the time in direct student instruction during each of the last two years prior to accepting his or her assignment (K-8 Classroom Teacher, Reading Teacher, or Bilingual Resource Teacher).
  - b. Have at least (5) five years of recent teaching experience in classroom instruction.

- c. Demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
  
- 3. The Joint Committee, if necessary, may also select additional unit members to be BTSA Support Providers. Each additional support provider shall have responsibly for no more than three (3) Beginning Teachers. They shall be provided release time to the extent necessary to carry out his or her functions. The term shall be three years.
  
- 4. ~~The full-time BTSA Support Provider shall earn an annual stipend of \$2,000. Other BTSA Support Providers shall earn an annual stipend of \$2,000 for each assigned Beginning Teacher. The stipend will be adjusted by the Joint Committee if a BTSA Support Provider works with the Beginning Teacher for a partial year and does not complete the full year's requirements of the BTSA Program. The adjusted stipend amount will be proportionate to the amount of work that is completed by the Support Provider and the Beginning Teacher.~~ shall be compensated by the agency that the Beginning Teacher has commissioned to clear their preliminary credential and at the rate established by the agency. The Beginning Teacher will be solely responsible for the enrollment in, payment for, and completion of an agency sponsored program to clear the preliminary credential.
  
- 5. The BTSA Support Provider shall comply with all regulations with respect to the type and frequency of support for the Beginning Teacher, and shall complete all required forms, paperwork, or other documentation of support services.
  
- 6. BTSA Support Providers shall be assigned to Beginning Teachers by the Joint Committee.
  
- E. The District shall provide unit members serving under this Article with protection from liability and access to defense as required by the California Peer Assistance and Review Program for Teachers (Education Code 44500 et seq).
  
- F. Legal requirements
  - 1. The parties agree that this PAR program must comply with applicable law.
  - 2. If state funding for the PAR program is discontinued, the program shall be discontinued.
  
- G. Functions performed pursuant to this Article by bargaining unit employees shall not constitute their management or supervisory functions. The Consulting Teachers and BTSA Support Providers shall continue to have all rights of bargaining unit members.

## ARTICLE 24. PUBLIC COMPLAINTS

- A. This Article shall govern public complaints about unit members including complaints made by parents, guardians, members of the public, co-workers, and pupils.
- B. The District shall encourage parents, guardians, members of the public, and co-workers to resolve concerns through personal discussions with unit members before filing formal written complaints. If the complainant requests a meeting, the unit member and complainant shall meet at a mutually convenient time.
- C. Within five (5) working days of learning of a verbal or written complaint, the site administrator/supervisor shall notify the unit member against whom the complaint is lodged. The supervisor shall make an effort to resolve such concerns and complaints immediately. Resolution of verbal or written concerns or complaints shall include notification to the unit member that indicates:
1. The concern or complaint was without merit and dropped; or
  2. The concern or complaint had merit and was resolved; or
  3. Further action may be taken pursuant to this or other appropriate articles of this Agreement.

If steps under Section 24, C are not followed in regards to verbal or written concerns or complaints, these concerns or complaints shall not be used in evaluation or ~~Minor~~ Disciplinary Action, as defined in Article 20.

- D. Should the site administrator/supervisor or involved unit member conclude that the allegations in the public complaint warrant a meeting (and a meeting has not already occurred under 24.B.), the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant at a mutually convenient time. If necessary, a language interpreter agreed upon by the unit member and the complainant will also be allowed to attend the meeting. In the event the immediate supervisor or any other administrator presides over the meeting, the unit member shall have the right to attend the meeting with a representative of the bargaining unit present. If the unit member chooses to exercise this right, he or she shall notify the administrator/ immediate supervisor of the unit member's intention to attend the meeting with the representative present. Where the unit member reasonably believes that the meeting will result in disciplinary action, the representative may be present to assist the employee; however, the District has the discretion to require the unit member to provide his or her own account of the events giving rise to the public complaint.
- E. If the bargaining unit member against whom the concern or complaint was lodged requests a response in writing, a response shall be provided.

Where such concerns or complaints are not resolved within ten (10) duty days after notification of the unit member, such concerns or complaints shall be either dropped or the

procedures below shall be invoked.

1. Within twenty (20) days after the complaint surfaced, the administrator/immediate supervisor shall present a full report regarding the investigation, including copies of all statements and other relevant documents, to the unit member, Superintendent or his/her designee. Where disciplinary action will be taken against the unit member, a copy of the report and all statements and documents upon which the disciplinary action relies shall be provided to the unit member prior to the implementation of any disciplinary action.
  2. The Superintendent or his/her designee shall make the determination as to the disposition of the matter, as soon as is reasonably possible and no event later than ten (10) duty days after the receipt of the report. The complainant shall then be informed of the disposition of the matter.
  3. A bargaining unit member has the right to a conference with the immediate supervisor to discuss the resolution of any complaint filed under this article.
  4. If all steps under 24.E are not followed in regards to verbal or written concerns or complaints, then these concerns or complaints shall not be used in evaluation or ~~Minor~~ Disciplinary action, as defined in Article 20.
  5. Materials may not be placed in a unit member's personnel file without the unit member first receiving a copy of the material. The unit member shall have the right to attach a statement to any material that is placed in the file. This does not preclude the unit member from filing a grievance regarding this matter under Article 7, Grievance Procedure, of this Agreement.
- F. The unit member shall have the right to enter and have attached to the complaint his or her own comments thereon. The unit member shall be permitted to review the complaint during normal business hours, and the unit member shall be released from duty for that purpose without salary reduction.
- G. All information or proceedings regarding any complaint shall be kept confidential as required by law.
- H. This Article is inapplicable to any complaint that involves alleged civil or criminal misconduct, is subject to investigation by law enforcement or other governmental agency, or involves allegations related to sexual harassment

SAN YSIDRO SCHOOL DISTRICT  
**GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** MANAGEMENT SALARY SCHEDULE - REVISED

**BACKGROUND INFORMATION:**

Due to the most recent negotiations with labor unions, a salary schedule increase was approved which impacts all certificated and management/confidential staff. In addition, the Management Salary Schedule has been streamlined to reflect the 26 different management positions in a compartmentalized format.

**RECOMMENDATION:**

Approve the revised Management Salary Schedule.

---

Renewal     New     Amendment     Ratify     Other - Revision

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

San Ysidro School District  
 Management Salary Schedule

REVISED

TITLE	NO. OF DAYS	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9
Assistant Superintendent, Educational Services	241			150,000			153,750			
Executive Director/Principal, Secondary Education *	241	116,287	119,118	122,008	125,012	128,064	131,191	135,124	139,179	157,594
Principal	207	104,433	106,984	109,588	112,248	115,011	117,819	121,354	124,995	143,355
Assistant Principal	207	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	128,745
Director: Special Education & Special Services	225	110,831	113,515	116,287	119,118	122,008	125,012	128,763	132,626	156,606
Director: Child Care/Preschool Programs *	225	110,831	113,515	116,287	119,118	122,008	125,012	128,763	132,626	156,606
Management / Coordinator, Certificated	225	113,515	116,287	119,118	122,008	125,012	128,064	131,906	135,864	159,940
Director, Classified	261	103,220	105,714	108,286	110,903	113,575	116,342	119,829	123,426	147,128
Senior Management, Classified	261	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	137,904
Management / Coordinators, Classified	261	83,220	85,301	87,433	89,619	91,859	94,156	96,510	98,922	123,395

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** NEW DISTRICT LOGO – FIRST READING

**BACKGROUND INFORMATION:**

As part of the new image for the District, Administration is submitting a draft of the new logo designed to reflect a “New Day in San Ysidro.” The new logo speaks more to the overall goals and direction of the District. The path represents the District being the “gateway” or providing a path to success, and the sun represents that success.

**RECOMMENDATION:**

Approve First Reading of the new logo for the San Ysidro School District and provide recommendations for staff to consider.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *[Signature]*

Financial Implications?

Are funds for this item included in the 2016-17 Budget?

Requisition # from PeopleSoft:

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]*  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board



*San Ysidro*  
SCHOOL DISTRICT

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:**

Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**

Administration  
Julio Fonseca, Ed.D., Superintendent

**AGENDA ITEM:** GOVERNING BOARD MEMBERSHIP FOR SCHOOL YEAR 2016-17

**BACKGROUND INFORMATION:**

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

**RECOMMENDATION:**

Approve Governing Board membership for the 2016-2017 school year to the San Diego County School Boards Association at a cost of \$167.36 from the general fund.

---

**Renewal**     **New**     **Amendment**     **Ratify**     **Other**

**Business Services Reviewed:**   jasey  

Financial Implications?

Yes     No

Are funds for this item included in the 2016-2017 Budget?

Yes     No

Requisition #

**\$167.36**

(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:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Administration  
Julio Fonseca, Ed.D., Superintendent

**AGENDA ITEM:** GOVERNING BOARD MEMBERSHIP TO CSBA FOR THE 2016-2017  
SCHOOL YEAR

**BACKGROUND INFORMATION:**

Membership to the California School Boards Association (CSBA) gives board members access to resources that help them fulfill their complex governance and leadership roles and support student success.

Through CSBA Membership, Board members have the opportunity to enhance their governance skills and expand their knowledge of critical issues confronting public education. CSBA supports advocacy efforts on national education policy and federal legislative issues.

**RECOMMENDATION:**

Approve Governing Board membership to the California School Boards Association for the 2016-2017 school year at a cost of \$10,460.00 from the general fund.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

Yes     No

Are funds for this item included in the 2016-2017 Budget?

Yes     No

Requisition #

(Amount)

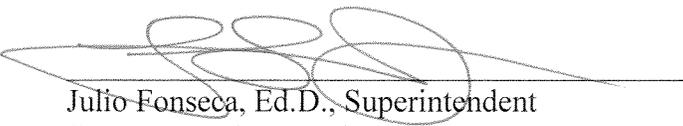
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Administration  
Julio Fonseca, Ed.D., Superintendent

**AGENDA ITEM:** APPROVAL OF CONFERENCE ATTENDANCE FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2016-2017 SCHOOL YEAR

**BACKGROUND INFORMATION:**

Organization	Location	Date	Authorized Personnel	Expenses/Per Participant/Per Meeting
2016 CSBA Annual Education Conference	San Francisco, CA	Dec. 2016	Superintendent Governing Board	Not to exceed \$5,000.00
Individually Selected Conferences	Various Locations		Superintendent Governing Board	Not to exceed \$5,000.00

**RECOMMENDATION:**

Approve attendance for the Governing Board and the Superintendent to the CSBA Annual Education Conference and individually selected conferences for the 2016-2017 school year.

Renewal   
  New   
  Amendment   
  Ratify   
  Other

Business Services Reviewed: *JASF*

Financial Implications?

Are funds for this item included in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

(approximately)  
**\$60,000.00**  
(Amount)

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

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT  
**GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Administration  
Julio Fonseca, Ed.D., Superintendent

**AGENDA ITEM:** RESOLUTION NO. 15/16-0021 – BOARD COMPENSATION FOR MISSED MEETINGS

**BACKGROUND INFORMATION:**

The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution. Marcos A. Diaz was absent from the Regular Board meeting of March 24, 2016 and the Special Board meeting of September 15, 2015.

**RECOMMENDATION:**

Adopt Resolution No. 15/16-0021 recognizing that Marcos A. Diaz was absent from the Regular Board meeting of March 24, 2016 and the Special Board meeting of September 15, 2015 due to hardship and received the maximum monthly compensation for those months.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:**   jaf  

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

\_\_\_\_\_

  \$264.60    
(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:**

  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 15/16-0021**

**BOARD COMPENSATION FOR MISSED MEETINGS**

**WHEREAS**, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

**WHEREAS**, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

**WHEREAS**, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

**WHEREAS**, the Board finds that Marcos A. Diaz did not attend the Board meeting(s) on March 24, 2016 and the Special Board meeting of September 15, 2015, for the following reason(s):

- Performance of other designated duties for the district during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the months of March 2016 and September 2015.

**PASSED AND ADOPTED THIS** 23rd day of June, 2016 at a regular meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Julio Fonseca, Ed.D., Secretary

\_\_\_\_\_  
Marcos A. Diaz, Board President



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 15/16-0022**

**BOARD COMPENSATION FOR MISSED MEETINGS**

**WHEREAS**, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

**WHEREAS**, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

**WHEREAS**, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

**WHEREAS**, the Board finds that Rosaleah Pallasigue did not attend the Board meeting(s) on June 9, 2016, for the following reason(s):

- Performance of other designated duties for the district during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the San Ysidro School District approves full compensation of the Board member for the month of June 2016.

**PASSED AND ADOPTED THIS** 23rd day of June, 2016 at a regular meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Julio Fonseca, Ed.D., Secretary

\_\_\_\_\_  
Marcos A. Diaz, Board President

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** RESOLUTION NO. 15/16-3137

**BACKGROUND INFORMATION:**

The District's goals are to reduce San Ysidro School District's overall workers' compensation costs and to transfer the risk away from the District unlike our current model. This will eliminate the potential for a deficit and better protect the District's fiscal resources. In addition, it is our desire to obtain risk management and loss control services as part of our program.

The Protected Insurance Program for Schools is a self insurance program that integrates risk transfer to reinsurers and risk retention by it's members. This unique structure provides catastrophic protection in excess of the 99% probability level. This JPA is the largest workers compensation JPA of it's kind in the United States. The PIPS JPA is comprised of more than 450 California Public Schools and Community Colleges. The PIPS JPA will provide improved coverage; fiscal stability, increased loss control support; a web-based data management tool and an on-line safety training program with more than 220 on line trainings. These additional services are at no cost and are included in the PIPS JPA program. In order to become a member of the PIPS JPA, the Board must pass a resolution stating its wish to join as a participating district and authorize the representative to execute the appropriate documents on behalf of the District.

**RECOMMENDATION:**

Adopt Resolution #15/16-3137 as follows:

- 1) Declaring Membership in the Protected Insurance Program for Schools "PIPS" Workers Compensation Joint Powers Authority for Workers' Compensation coverage effective July 1, 2016.
- 2) Appointing Jose Arturo Sanchez Macias, Deputy Superintendent, as the Primary Representative to the PIPS JPA.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2016-17 Budget?

Requisition # from PeopleSoft:

Yes     No

Yes     No

None  
(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:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 15/16-3137

DECLARING MEMBERSHIP IN THE PROTECTED INSURANCE PROGRAM  
FOR SCHOOLS  
JOINT POWERS AUTHORITY

WHEREAS, California school and college districts have determined there is a need for workers' compensation coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Agency for workers' compensation coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of San Ysidro School District declares its membership in the Protected Insurance Program for Schools Joint Powers Authority and instructs its duly authorized agent to execute on behalf of San Ysidro School District the attached Joint Powers Agreement and appoints Jose Arturo Sanchez Macias, as its official representative to the Protected Insurance Program for Schools Joint Powers Authority.

PASSED AND ADOPTED by the Governing Board of San Ysidro School District this 23rd day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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

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

\_\_\_\_\_  
Clerk of Governing Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** RESOLUTION #15/16-3138 APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS (SFNA) FOR IMPOSITION OF ALTERNATIVE SCHOOL FEES ON NEW RESIDENTIAL DEVELOPMENT

**BACKGROUND INFORMATION:**

Pursuant to Government Code Sections 65995.5 et. seq., the San Ysidro School District ("District") is required to adopt a School Facilities Needs Analysis in order to levy fees on developments that are higher than the statutory fees set by the State of California. The School Facilities Needs Analysis ("SFNA"), prepared by California Financial Services and dated June 2016, demonstrates that the District may impose \$3.16 per square foot in Level II Fees and \$6.32 per square foot in Level III Fees on new residential construction. Prior to adopting the SFNA, the Governing Board must conduct a public hearing and respond to any comments it receives.

The District's SFNA was made available for public review at least thirty (30) days prior to the public meeting and notice was published as required by law for the adoption of alternative school fees. At a regular public meeting held on June 9, 2016, the Governing Board opened and approved to continued the public hearing until June 23, 2016.

REPORT UNDER SEPARATE COVER

**RECOMMENDATION:**

Close the public hearing and adopt Resolution #15/16-3138 approving the School Facilities Needs Analysis and adopting the Level II and Level III fees for residential development identified therein.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:       *jsm*      

Financial Implications?

Are funds for this item included in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

None  
(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:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**San Ysidro School District**

**RESOLUTION NO. 15/16-3138**

**ADOPTING A SCHOOL FACILITIES NEEDS ANALYSIS AND  
ESTABLISHING AND ADOPTING ALTERNATIVE SCHOOL FACILITY  
FEES IN ACCORDANCE WITH GOVERNMENT CODE  
SECTIONS 65995.5, 65995.6, AND 65995.7**

**WHEREAS**, the Governing Board of the San Ysidro School District (“Board”) has elected to participate in the school facilities funding program established pursuant to the Leroy F. Greene School Facilities Act of 1998 (“Act”) for both modernization and new construction projects; and

**WHEREAS**, under the Act, the Board may establish fees to offset the cost of school facilities made necessary by new construction following the making of certain findings; and

**WHEREAS**, the San Ysidro School District (“District”) has undertaken a review of its eligibility to establish fees under the Act; and

**WHEREAS**, the District has completed and certified State Allocation Board (“SAB”) Form 50-04 (Application for Funding) and SAB Form 50-05 (Fund Release Authorization) for new construction funding prior to the adoption of this Resolution; and

**WHEREAS**, at least twenty percent (20%) of the District's teaching stations are relocatable classrooms; and

**WHEREAS**, the District meets the bonding capacity requirements of the Act; and

**WHEREAS**, the District has prepared an analysis entitled "Schools Facility Needs Analysis," dated June 23, 2016, (the “SFNA”) for purposes of adopting alternative school facility fees pursuant to Government Code Sections 65995.5 (“Level II Fee”) in accordance with applicable law; and

**WHEREAS**, the Board has reviewed and considered the SFNA which includes all of the findings required by applicable law, including an analysis of the purpose of the Level II Fee and the reasonable relationship between the Level II Fee and the need for new school facilities to accommodate students generated from new residential construction; and

**WHEREAS**, the District does not have sufficient funds available for the construction or reconstruction of school facilities, including acquisition of school sites, construction of permanent school facilities, and interim school facilities to accommodate students generated from new development; and

**WHEREAS**, the Board has satisfied all of the requirements of Government Code Section 65995.5 to be eligible to establish and levy fees pursuant to the Act; and

**WHEREAS**, in accordance with Government Code Section 65995.5, 65995.6 and 65995.7, the purpose of this Resolution is to adopt a SFNA and to establish and levy fees under the provisions of the Act consistent with the information and data set forth in the SFNA and upon such other information and documentation prepared by or on file with the District, as presented and described to the Board.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT AS FOLLOWS:**

Section 1.     Recitals. The above recitals are true and correct.

Section 2.     Procedure. The District has complied with all applicable notice, public review, and hearing requirements necessary to adopt the SFNA and establish and levy fees under the Act. Specifically:

(a) Prior to the adoption of this Resolution, the Board conducted a public hearing to adopt the SFNA at its June 9, 2016, regular meeting at which time all persons desiring to comment on the SFNA were heard and all information was duly considered. The public hearing was continued until the next regular Governing Board meeting on June 23, 2016.

(b) Notice of the time and place of the public hearing, including the location and procedure for viewing or requesting a copy of the proposed SFNA and any proposed revision of the SFNA, has been published in a newspaper of general circulation in accordance with Government Code Section 65995.6(d), and a notice, including a statement that the SFNA required by Government Code Section 65995.6 was available, was mailed at least thirty (30) days prior to the public hearing to any interested party who had previously filed a written request with the District for mailed notice of the meeting on new or increased fees or service charges within the period specified by law.

(c) At least 30 days prior to the public hearing, the District made available to the public in its SFNA, data indicating the amount of the costs, or estimated costs, required to provide the facilities for which the fee is to be levied pursuant to this Resolution, and the revenue sources anticipated to provide this service.

(d) By way of a public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's SFNA and the District's applications and related documents filed with the State Allocation Board in accordance with relevant law, along with materials which formed the basis for the action taken pursuant to this Resolution.

Section 3.     Findings. The Board has reviewed the provisions of the SFNA as it relates to proposed and potential development, the resulting school facilities' needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, the Board hereby approves and adopts the SFNA and makes the following findings:

(a) The SFNA projects that there will be unhoused students as result of future residential development;

(b) Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in habitable area will increase the need for school facilities;

(c) Without the addition of new school facilities, further residential development projects within the District will result in a significant decrease in the quality of education presently offered by the District;

(d) New residential development is projected within the District's boundaries and the enrollment produced thereby will lead to unhoused students. Projected development within the District,

without additional school facilities, will result in conditions of overcrowding which will impair the normal functioning of the District's educational programs;

(e) The fees proposed in the SFNA and levied pursuant to this Resolution are for the purpose of providing adequate school facilities and related support facilities to maintain the quality of education offered by the District;

(f) The fees proposed in the SFNA and levied pursuant to this Resolution will be used for construction and reconstruction of school facilities and support facilities as identified in the SFNA;

(g) The uses of the fees proposed in the SFNA and levied pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;

(h) The fees proposed in the SFNA and levied pursuant to this Resolution bear a reasonable relationship to the need for school and support facilities created by the types of development projects on which the fees are imposed;

(i) The fees proposed in the SFNA and levied pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction of reconstruction of school and support facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenue; and

(j) The fees will be collected for school and support facilities for which an account has been established and funds appropriated and for which the District has adopted a construction schedule or in some instances, will be used to reimburse the District for expenditures previously made.

#### Section 4. Determination of Eligibility.

(a) The District has submitted a timely application to the State Allocation Board for new construction funding, and has met the eligibility requirements for new construction funding pursuant to the provisions of the Leroy F. Green School Facilities Act of 1998.

(b) In accordance with the provisions of Government Code Section 65995.5(b)(3)(C) and 65995.5(b)(3)(D), the District meets the local bonding capacity requirements and the District uses relocatable classrooms for at least 20% of its teacher stations.

#### Section 5. Adoption of SFNA.

(a) The Board has reviewed the provisions of the SFNA along with such oral and written information as has been presented by District staff and consultants and has determined that the SFNA meets the requirements of Government Code Section 65995.6 and is a suitable basis for the establishment of Level II and Level III fees in accordance with the provisions of Government Code Section 65995.5 and 65995.7, and hereby adopts the SFNA.

Section 6. Determination and Establishment of Fee. Based upon the foregoing findings, the Board hereby establishes and levies a new fee upon residential construction within the District, to be known as the "Level II Fee" and the "Level III Fee" as follows:

(a) **Level II Fee.** The Level II Fee for new residential construction is hereby established and set at the rate of \$3.16 per square foot of residential development. The Level II Fee shall be collected as a precondition to the issuance of any building permit for construction within the District's boundaries.

(b) **Level III Fee.** In accordance with the provisions of Government Code section 65995.7, the District's Board is authorized to establish a fee in an amount higher than the Level II fee in the event the State Allocation Board is no longer approving apportionments for new construction in accordance with Education Code section 17072.20 et seq. due to lack of funds, and the State Allocation Board has notified the Secretary of the Senate and Chief Clerk of the Assembly, in writing, of the determination that such funds are no longer being allocated. In the event that on or before the Anniversary Date of this Resolution as defined below, the State Allocation Board is no longer approving apportionments due to inadequate funding and such fact is relayed to the appropriate state representatives, a fee calculated pursuant to Government Code section 65995.7, the Level III fee, may be levied. The Level III Fee for residential construction is hereby established and set at the rate of \$6.32 per square foot of residential development.

(c) The Level III Fee shall be placed in effect immediately by action of the Superintendent, without any additional action by the Board other than a determination by the Superintendent that the requirements of Government Code section 65995.7 as outlined above have been met.

Section 7. Fee Limitations. The fees established herewith shall be subject to the following:

(a) The District's Level II Fee shall be effective for a period of one (1) year following the effective date of this Resolution as set forth below and shall be reviewed annually to determine if such fee is to be re-established or revised.

(b) The Level II Fee established hereby shall not apply during the term of any contract entered into between a subdivider or builder and the District, or any applicable city or county on or before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction of school facilities as a condition to the approval of residential development.

(c) The Level II Fee established hereby shall not apply during the term of any contract entered into between a person and the District or any applicable city or the county, after January 1, 1987 but before November 4, 1998 that requires payment of a fee, charge, or dedication for school facilities mitigation.

(d) The Level II Fee established hereby shall not apply to any construction that is not subject to a contract such as described above, but that is carried out on real property for which residential development was made subject to a condition relating to school facilities imposed by a state or local agency in connection with a legislative act approving or authorizing such residential development after January 1, 2000, such construction shall be subject to the Level II Fee or the Level III Fee as applicable.

Section 8. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive, and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code §§53311, et seq.) and such other funding mechanisms as are authorized by Government Code Section 65996. This Board reserves the authority to substitute the dedication ~~11.17~~ and

or other property or other form of mitigation requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.

Section 9. Implementation. For construction projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.

Section 10. California Environmental Quality Act. The Board hereby finds that, in accordance with Government Code Section 65995.6(g), the fees established pursuant to this Resolution are exempt from the provisions of the California Environmental Quality Act (CEQA), and hereby directs District staff to file a Notice of Exemption with the Office of the San Diego County Clerk.

Section 11. Effective Date. The Board orders that the fees established hereby shall take effect immediately after adoption of this Resolution and shall be in effect for one (1) year.

Section 12. Notification of Local Agencies. The Secretary of the Board or District staff designee is hereby directed to forward certified copies of this Resolution, accompanied by all relevant supporting documentation including the SFNA, and a map of the boundary area of the District subject to the Level II Fee, to all appropriate land use jurisdictions issuing building permits within the District, informing each of them of the District's current school facilities fee for development projects.

Section 13. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

**APPROVED, PASSED and ADOPTED** by the Governing Board of the San Ysidro School District this 23rd day of June, 2016, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Marcos A. Diaz  
President of the Governing Board  
San Ysidro School District

ATTEST:

\_\_\_\_\_  
Rodolfo Linares  
Vice President of the Governing Board  
San Ysidro School District

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Preschool & Child Development Programs  
Lorena Varela-Reed, Coordinator

**AGENDA ITEM:** RESOLUTION AND CONTRACT WITH CALIFORNIA STATE DEPARTMENT OF EDUCATION – CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) 2016-17

**BACKGROUND INFORMATION:**

Adopting a resolution is required to certify the approval of the San Ysidro Elementary School District Governing Board to enter into contract (CSPP-6445) with the California State Department of Education for the purpose of providing Preschool & Child Development programs for children three and four years of age during the fiscal year 2016-2017.

The funds from Contract #CSPP-6445 in the amount of \$1,077,124.00 will be used to fund preschool classes at various District sites during 2016-17 school year.

**RECOMMENDATION:**

Adopt Resolution authorizing entering into local agreement and approving Contract #CSPP-6445 with the California State Department of Education – California State Preschool Program (CSPP) for school year 2016-17.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

\$1,077,124.00  
(Amount)

Preschool & Child Development  
(Name of funding source and/or location)

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

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 16 - 17**

DATE: July 01, 2016

CONTRACT NUMBER: CSPP-6445

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6837-00-6

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the STATE PRESCHOOL PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.43 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,077,124.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement	28,028.0
Minimum Days of Operation (MDO) Requirement	180

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Julio Fonseca, Ed.D., Superintendent			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 4350 Otay Mesa Road, San Ysidro, CA 92173			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,077,124  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0  TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,077,124	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 2016	FISCAL YEAR 2016-2017	
	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		

## DIRECTIONS FOR THE EXECUTION OF CHILD CARE AND DEVELOPMENT CONTRACTS

### Attachment 2 contains:

- Directions (pages 1-2)
- Resolution/Signature Authority (page 3)
- Sample Resolution (page 4)
- Frequently Asked Questions (pages 5-6)
- Checklist (page 7)
- Contractor Certification Clauses (CCC-307) (pages 8-11)

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 610).

For Interagency Agreements, review the General Interagency Agreement (GIA 610).

<http://www.cde.ca.gov/fq/aa/cd/ftc2016.asp>

2. Print this attachment beginning with the Checklist through the Contractor Certification Clauses (pages 7-12), **single-sided only**. Do not alter documents in any way.
3. Print **2 (two)** copies of the contract and encumbrance page (Attachment 1) **single-sided only**. Note that you will only have an encumbrance page if there are multiple funding sources.
4. Ensure the contract printed correctly by reading to confirm the entire document is legible. If the contract language is cut off at the margin, follow the link below to correct the problem:  
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
5. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
  - Sign documents in **blue ink** only;
  - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
  - Print name, title, and address where requested.
6. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.

- **Contracts will not be executed prior to board approval.**

7. Mail (e-mail not accepted) **both** signed contracts and all completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services**  
**California Department of Education**  
**1430 N Street, Suite 1802**  
**Sacramento, CA 95814-5901**

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided or formatting has been changed.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

## RESOLUTION/SIGNATURE AUTHORITY

### PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract.

***Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required only IF the County Superintendent signs the contract.***

### PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

**RESOLUTION**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2016–17.

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RESOLUTION

BE IT RESOLVED that the Governing Board of San Ysidro Elementary School District

authorizes entering into local agreement number CSPP-6445 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Julio Fonseca, Ed.D.</u>	<u>Superintendent</u>	_____
<u>J. Arturo Sanchez Macias</u>	<u>Deputy Superintendent</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 23rd day of June 2016, by the  
Governing Board of San Ysidro Elementary School District  
of San Diego County, in the State of California.

I, Steven Kinney, Clerk of the Governing Board of  
San Ysidro Elementary School District, of San Diego County, in the  
State of California, certify that the foregoing is a full, true and correct copy of a resolution  
adopted by the said Board at a Governing Board meeting thereof held at a  
regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

June 23, 2016  
(Date)

## FREQUENTLY ASKED QUESTIONS

### BOARD RESOLUTIONS/SIGNATURE AUTHORITY

#### **Do I need a resolution for an original contract?**

##### **Public Agency**

Yes, you need a resolution authorizing the contract AND providing signature authority for the person signing the contract.

##### **Private Agency**

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

#### **I work for a County Superintendent of Schools. Does my contract need a resolution?**

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required *only IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

#### **Do I need a resolution for an amendment?**

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority is required if the person signing the amendment was not included as an authorized signer on the original resolution.

### CONTRACT COPIES

#### **Can we e-mail copies of the signed contract?**

No. CDE can only accept contracts that contain original signatures.

### **Why do I need to submit 2 copies of the contract/amendment with original signatures?**

Two originals are required in order to provide agencies with a fully executed contract/amendment containing original signatures.

If your agency submits only one originally signed contract/amendment, your agency will receive an executed copy of the original.

### **PRINTING ERRORS**

#### **What is a misprint?**

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here: <http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, the contract will need to be re-printed, re-signed and returned to the CDE. Contracts that have been altered in any way are unacceptable.

### **CONTACT INFORMATION**

#### **When should I contact the Contracts Office?**

Contact the Contracts Office at [childdevelopmentcontracts@cde.ca.gov](mailto:childdevelopmentcontracts@cde.ca.gov) if you have a question regarding the status of the contract or questions about any of the attached documents.

For contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

#### **Where should I mail the signed contract?**

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

## CONTRACT CHECKLIST

*Please note that every form in your package is required.*

Contractor name San Ysidro Elementary School District Contract # CSPP - 6445

Place a check mark next to each item being returned.

- Checklist
- Two (2) signed (in **blue ink**) child care contracts with original signatures
  - Did you include your printed name, title, and address?
  - Is all of the contract language visible?
- Encumbrance page (if applicable)
  - This page is provided for funding information only and should remain unsigned by the agency.
- Contractor Certification Clauses (CCC-307)
  - Did you fill in ALL spaces?
- Board resolution or minutes authorizing execution of contract (if applicable)
- Board resolution or minutes, authorizing delegation of authority (if applicable)

Mail **both** signed contracts and all completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference  
Services California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

CCC-37

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
San Ysidro Elementary School District		95-600-2821
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Julio Fonseca, Ed.D., Superintendent		
<i>Date Executed</i>	<i>Executed in the County of</i>	
June 23, 2016	San Diego	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set

forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive

payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all

contractors that are not another state agency or other governmental entity.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Human Resources  
Daniel Zummo, Director

**AGENDA ITEM:** EMPLOYEE ATTENDANCE INCENTIVE

**BACKGROUND INFORMATION:**

Per The San Ysidro Education Association Collective Bargaining Agreement Article 8.A.5(a), the District shall pay certificated employees \$25/day for more than 7 days remaining of their annual sick leave allocation at the end of the fiscal year. There are 3 employees to be compensated for 10 unused sick days, 6 employees for 9 unused sick days, and 5 employees for 8 unused sick days.

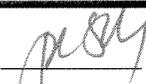
Additionally, per The San Ysidro Education Association Collective Bargaining Agreement Article 8.A.5(b), the District shall pay certificated employees, who have perfect attendance at the end of the fiscal year, a bonus of \$200. There are 3 employees to be compensated for perfect attendance.

**RECOMMENDATION:**

Approve the attendance incentive for certificated employees per the San Ysidro Education Association Collective Bargaining Agreement Article 8.A.5(a) and 8.A.5(b).

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

N/A

\$3,700.00

General Fund

--

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

San Ysidro Education Association Employee Attendance Incentive 2015-2016

**The following employees should be compensated for 10 un-used sick days (\$450.00):**

1. Direen, Michael\*
2. Fahme, Alma\*
3. Garcia, Sandra\*

**The following employees should be compensated for 9 un-used sick days (\$225.00):**

1. Cortes, Javier
2. Crespo, Judith
3. Gacuya, Alexander
4. Raygoza, Maria
5. Scarlett, Jeffrey
6. Scarlett, Nikole

**The following employees should be compensated for 8 un-used sick days (\$200.00):**

1. Garcia, Eriberto
2. Garcia, Lupita
3. Montes, Gilbert
4. Sarabia, Myra
5. Zuazo, Claudio

\* Employees with perfect attendance - receive an additional \$200

# CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Tony Hua, Assistant Superintendent

**AGENDA ITEM:** APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST

**BACKGROUND INFORMATION:**

In 2000, a lawsuit against the State of California, State Board of Education and California Department of Education claimed that the State failed to provide poor and under privileged students with equal educational opportunities. All California schools are now impacted by the result of the Williams Lawsuit Settlement, enacted into law in September 2004. The law seeks to ensure that all students have equal access to the basics of a quality education, including textbooks and instructional materials, safe and decent school facilities, and qualified teachers. Each year during the first 2 weeks of school, selected schools are visited to ensure that the sites meet all of the requirements of Williams Settlement.

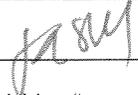
Willow School will be visited at the beginning of the 16-17 school year. Prior to this visit, the Governing Board needs to approve the list of instructional materials.

**RECOMMENDATION:**

Approve the San Ysidro School District Instructional Materials/Textbook List for school year 2016-17.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

No Cost  
(Amount)

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

--  
(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

San Ysidro School District  
 Instructional Materials  
 2016 - 2017

Grade	# TEs	# Students	# Books Available	Program	Instructional Materials/Textbooks and Copyright Dates
TK (Transitional Kinder)				English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD Scholastic Big Day--2010 Scholastic Big Day--2010 Scholastic Big Day--2010 Scholastic Big Day--2010 Rigby—On Our Way to English 2004-2005
				English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD Houghton Mifflin Reading California Medallion Edition--2010 Houghton Mifflin Mathematics California Edition--2008 McMillan/McGraw-Hill California Science—Big Books--2008 McMillan/McGraw-Hill California Vistas—We Learn Together --2007 Rigby—On Our Way to English 2004-2005
Kinder				Dual Language	Language Arts Mathematics Science Houghton Mifflin Reading California Medallion Edition and also Houghton Mifflin Lectura California Medallion Edition—2010 Houghton Mifflin English Mathematics California Edition--2008 McMillan/McGraw-Hill California Science—Spanish version—Big Books—--2008
				SDC	History/Social Science ELD Rigby—On Our Way to English 2004-2005 McMillan/McGraw-Hill California Vistas—We Learn Together—Spanish version —2007 Rigby—On Our Way to English 2004-2005 Houghton Mifflin Reading California Medallion Edition--2010 Houghton Mifflin Mathematics California Edition--2008 McMillan/McGraw-Hill California Science—Big Books--2008 McMillan/McGraw-Hill California Vistas—We Learn Together --2007 Rigby—On Our Way to English 2004-2005
First Grade				English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD Houghton Mifflin Reading California Medallion Edition--2010 Houghton Mifflin Mathematics California Edition--2008 McMillan/McGraw-Hill California Science—Big Books--2008 McMillan/McGraw-Hill California Vistas—We Learn Together --2007 Rigby—On Our Way to English 2004-2005



Third Grade	SDC	English Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition—2010 Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas California Communities—2007 Houghton Mifflin Medallion ELD--2011
Fourth Grade	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition—2010 or Scholastic READ 180 Next Generation--2012 Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Our Golden State—2007 Houghton Mifflin Medallion ELD--2011
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition and also Houghton Mifflin Lectura California Medallion Edition—2010 Houghton Mifflin English Mathematics California Edition--2008 McMillan/McGraw-Hill California Science English —2008 McMillan/McGraw-Hill California Vistas—Our Golden State--Spanish —2007 Houghton Mifflin Medallion ELD--2011
	Newcomers	English Language Arts Mathematics Science History/Social Science ELD	Hampton Brown/National Geographic INSIDE Level A and/or B--2009 Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Our Golden State--2007
	SDC	English Language Arts Mathematics Science History/Social Science ELD	Steck Vaughn GATEWAYS Intensive Reading Program--2010 Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Our Golden State—2007
Fifth Grade	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition—2010 or Scholastic READ 180 Next Generation Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Making a New Nation—2007 Houghton Mifflin Medallion ELD--2011
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition and also Houghton Mifflin Lectura California Medallion Edition—2010 Houghton Mifflin English Mathematics California Edition--2008 McMillan/McGraw-Hill California Science English —2008 McMillan/McGraw-Hill California Vistas—Una Nueva Nacion--Spanish —2007 Houghton Mifflin Medallion ELD--2011

Fifth Grade	Newcomers	<p>Hampton Brown/National Geographic INSIDE Level A and/or B--2009</p> <p>Houghton Mifflin Mathematics California Edition--2002</p> <p>McMillan/McGraw-Hill California Science--2008</p> <p>McMillan/McGraw-Hill California Vistas--Making a New Nation--2007</p> <p>Steck Vaughn GATEWAYS Intensive Reading Program--2010</p> <p>Houghton Mifflin Mathematics California Edition--2002</p> <p>McMillan/McGraw-Hill California Science--2008</p> <p>McMillan/McGraw-Hill California Vistas--Making a New Nation--2007</p>	<p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>ELD</p>	<p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>ELD</p>	<p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p>	<p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>English Language Arts</p> <p>Mathematics</p> <p>Science</p>
Sixth Grade	English Mainstream and SEI	<p>Houghton Mifflin Reading California Medallion Edition--2010</p> <p>Scholastic READ 180--Next Generation--2012</p> <p>Houghton Mifflin Mathematics California Edition--2002</p> <p>Prentice Hall--California Focus on Earth Science--2008</p> <p>McMillan/McGraw-Hill California Vistas--Ancient Civilizations --2007</p> <p>Cengage Learning--Composition Practice--2005</p> <p>Cengage Learning --More Grammar Practice --2001</p>	<p>Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>ELD</p>	<p>Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>ELD</p>	<p>Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>ELD</p>	<p>Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>English Language Arts</p> <p>Mathematics</p> <p>Science</p>
Seventh Grade	English Mainstream	<p>Houghton Mifflin Reading California Medallion Edition--2010</p> <p>Houghton Mifflin Lectura California Medallion Spanish Edition-2010</p> <p>Houghton Mifflin Mathematics California Edition--2002</p> <p>Prentice Hall--California Focus on Earth Science--2008</p> <p>McMillan/McGraw-Hill California Vistas--Spanish version--Ancient Civilizations --2007</p> <p>Cengage Learning --Composition Practice--2005</p> <p>Cengage Learning --More Grammar Practice --2001</p>	<p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>ELD</p>	<p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>ELD</p>	<p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p>	<p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>English Language Arts</p> <p>Mathematics</p> <p>Science</p> <p>History/Social Science</p> <p>English Language Arts</p> <p>Mathematics</p> <p>Science</p>

					History/Social Science ELD	Holt, Rinehart & Winston—California Social Studies, World History—Medieval to Early Modern Times—2006 Cengage Learning —Composition Practice—2005 Cengage Learning —More Grammar Practice—2001
				SEI	English Language Arts Mathematics  Science History/Social Science ELD	Scholastic READ 180 and/or Holt, Rinehart & Winston Mathematics, Pre-Algebra, California Edition—2008 Or Holt, Rinehart & Winston Mathematics, Algebra 1, California Edition--2008 Prentice Hall—California Focus on Life Science--2008 Holt, Rinehart & Winston—California Social Studies, World History—Medieval to Early Modern Times—2006 Cengage Learning —Composition Practice—2005 Cengage Learning —More Grammar Practice --2001
				ELD 1-2	English Language Arts Mathematics  Science History/Social Science	Hampton Brown/National Geographic INSIDE Level A and/or B--2009 Holt, Rinehart & Winston Mathematics, Pre-Algebra, California Edition—2008 Or Holt, Rinehart & Winston Mathematics, Algebra 1, California Edition--2008 Prentice Hall—California Focus on Life Science Holt, Rinehart & Winston—CA Studies, World History--Medieval to Early Modern Times—2006
				ELD 3-4	English Language Arts Mathematics  Science History/Social Science	Hampton Brown/National Geographic INSIDE Level B and/or C--2009 Holt, Rinehart & Winston Mathematics, Pre-Algebra, California Edition—2008 Or Holt, Rinehart & Winston Mathematics, Algebra 1, California Edition--2008 Prentice Hall—California Focus on Life Science Holt, Rinehart & Winston—CA Studies, World History--Medieval to Early Modern Times—2006
				SDC	English Language Arts Mathematics  Science	READ 180 Holt, Rinehart & Winston Mathematics, Pre-Algebra, California Edition—2008 Or Holt, Rinehart & Winston Mathematics, Algebra 1, California Edition--2008 Prentice Hall—California Focus on Life Science
<b>Seventh Grade</b>						
12A.1 Page 6 of 8						

					History/Social Science	Holt, Rinehart & Winston—California Social Studies, World History--Medieval to Early Modern Times—2006 Cengage Learning —Composition Practice—2005 Cengage Learning —More Grammar Practice --200 Prentice Hall--Realidades -- 2008
				Elective	Spanish	
Eighth Grade				English Mainstream	English Language Arts Mathematics	Holt, Rinehart & Winston Literature and Language Arts Course 2 Holt, Rinehart Winston Mathematics, Algebra 1, CA 2008 Edition or McDougal Littell Pre-Algebra—2001 or Holt California Geometry--2008 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006 Cengage Learning —Composition Practice--2005 Cengage Learning —More Grammar Practice --2001
				SEI	English Language Arts	Scholastic—READ 180 Mathematics McDougal Littell Pre-Algebra—2001 or Holt, Rinehart & Winston Mathematics, Algebra 1 or Holt California Geometry--2008 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006 Cengage Learning —Composition Practice--2005 Cengage Learning —More Grammar Practice --2001
				ELD 1-2	English Language Arts Mathematics	Hampton Brown/National Geographic INSIDE Level A and/or B--2009 Holt, Rinehart Winston Mathematics, Algebra 1, California Edition2008 or McDougal Littell Pre-Algebra—2001 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006
				ELD 3-4	English Language Arts Mathematics	Hampton Brown/National Geographic INSIDE Level B and/or C--2009 Holt, Rinehart Winston Mathematics, Algebra 1, California Edition2008 or McDougal Littell Pre-Algebra—2001 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006
Eighth Grade				Science History/Social Science	Science History/Social Science	Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006
				SDC	English Language Arts Mathematics	READ 180 McDougal Littell Pre-Algebra--2001

					Science History/Social Science ELD	Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006 Cengage Learning —Composition Practice—2005 Cengage Learning —More Grammar Practice --2001 Prentice Hall--Realidades -- 2008
				Other	Spanish	

Revised June 2014

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Tony Hua, Assistant Superintendent

**AGENDA ITEM:** UPDATE OF THE TITLE III LEA PLAN PERFORMANCE GOAL 2

**BACKGROUND INFORMATION:**

When applying for Title III Limited English Proficient/Immigrant funding for any fiscal year (ESEA, Title III Part A, section 3114), eligible Local Educational Agencies (LEAs) must have an approved plan consistent with ESEA, Title III Part A, Section 3116. Funds must be used to supplement other Federal, State and local public funds.

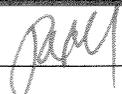
In fiscal year 2015–16 and thereafter, the LEA Plan Goal 2 and budget or Title III Year 2 or Year 4 Improvement Plan and budget should be updated and approved locally by June 30<sup>th</sup> in order to receive the first apportionment in August. Funds will be released to LEAs after confirming that the current plan and budget are posted at a designated Web address with a valid Web URL.

**RECOMMENDATION:**

Approve the update of Title III LEA Plan Performance Goal 2 for school year 2016-17.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

No Cost  
(Amount)

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

--  
(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

## Title III LEA Plan Performance Goal 2

All limited English Learner (EL) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

CDS Code: 37 68379 0000000 LEA Name: San Ysidro School District Title III Improvement Status: Year 4+

Fiscal Year: 2016-2017 EL Amount Eligibility: \$286,939.00 (estimated) Immigrant Amount Eligibility: \$17,718.00 (estimated)

### Plan to Provide Services for English Learner Students

<p>Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.</p>	<p><b>How the LEA will:</b></p>
<p><b>A. Required Content</b></p>	<p>Implement programs and activities in accordance with Title III</p> <ul style="list-style-type: none"> <li>Provide teachers with high quality professional development based on scientific research, proven to be effective in increasing English proficiency. Focus on academic language development and language transfer between Spanish and English. Increase English proficiency ELD and SDAIE instruction for children K through 8<sup>th</sup> grade.</li> </ul> <p>Use the subgrant funds to meet all accountability measures</p> <ul style="list-style-type: none"> <li>Provide high quality training to teachers on specific EL strategies to be implemented throughout the year. Provide training designed to enhance the ability of teachers to understand the use of curricula, develop instruction strategies, and assessment measures for limited English proficient children.</li> </ul> <p>Hold the school sites accountable</p> <ul style="list-style-type: none"> <li>Sites will provide ELD support and high quality professional development for teachers as evidenced by teacher/administrative learning walks, administrator ELD schedule review, and grade level/subject area common agreements. Improve instruction and assessment of limited English proficient children.</li> </ul>

	<ul style="list-style-type: none"> <li>● Provide ELA intervention for EL students who have not been reclassified. Sites will identify read aloud books and informational materials to directly support vocabulary development for EL language proficiency.</li> </ul> <p><b>Promote parental and community participation in programs for ELs</b></p> <ul style="list-style-type: none"> <li>● Six Parent Education classes will be offered at the district and schools sites on the following topics:             <ol style="list-style-type: none"> <li>1. Reclassification</li> <li>2. Academic language development.</li> <li>3. Parent portal to access their EL student's achievement data</li> </ol> </li> </ul>
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C. Required for Year 2	<p><b>Goal 2 Improvement Plan Addendum* (IPA) for items A-B:</b></p> <p>Please describe the factors contributing to failure to meet desired accountability measures.</p>				
D. Required for Year 4	<p><b>Goal 2 IPA* for items A-B:</b></p> <p>Please describe the factors contributing to failure to meet desired accountability measures.</p> <ul style="list-style-type: none"> <li>The description of the English Learner program was varied across the district.</li> <li>The English Learner Master plan needed to be updated to include all required criteria for instruction, testing, and monitoring.</li> <li>The district has a high transient population leading to gaps in student learning.</li> </ul>	Assistant Superintendent Ed Services	No additional expenditures	No additional costs	None
	<p><b>Please describe all required modifications to curriculum, program, and method of instruction.</b></p> <ul style="list-style-type: none"> <li>Identified alternative programs – Transitional Bilingual (TBE), Maintenance Bilingual (MBE) and Dual Immersion (DI)/2-Way Immersion – with appropriate student placement, the goal(s), a sample schedule for each and quality conditions.</li> <li>Created districtwide description of Integrated ELD and Designated ELD. Created separate plans for Elementary and Middle School Designated ELD instruction for students in US schools less than 3 years (“on track”) and 4 or more years (“on watch”).</li> <li>Reviewed services for English Learners (EL) who are also identified as Special Education (SPED) students. Instructional services include Special Day Classes (SDC), Resource Specialist Programs (RSP), and Designated Instructional Services (DIS). The instructional program includes primary language or Specially Designated Academic Instruction in English (SDAIE). Qualified teachers and support staff will be trained to meet the needs of SPED/EL students.</li> <li>Reclassification criteria were updated and approved by the Governing Board to include the following: <ul style="list-style-type: none"> <li>English Language Proficiency Test</li> <li>Comparison of Performance in Basic Skills</li> <li>Teacher Evaluation and Academic Indicator</li> </ul> </li> </ul>				

	<p>○ Parental Consultation and Notification</p> <p>In addition, reclassification procedures were updated and put into place for the 2016-2017 school year. District, site and teacher responsibilities were clarified and will be streamlined by providing professional development throughout the year.</p> <ul style="list-style-type: none"> <li>• Strategic and intensive intervention services and progress monitoring were reviewed and revised. Reclassified students will be monitored through the data reflection process.</li> <li>• Embed small group instruction K-6 for differentiated guided reading. Teachers will receive professional development on research-based small group instruction strategies, questioning techniques, and classroom management.</li> <li>• Modified and updated the bilingual waivers.</li> <li>• Aligned elements in the EL Master plan with Federal Program Monitoring to ensure compliance and accountability.</li> </ul>				
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\*Please ensure the Needs Assessment is submitted if LEA is in improvement status Year 2 or beyond.

LEAs receiving or planning to receive Title III EL funding may include allowable activities.	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p><b>Describe all allowable activities chosen by LEA relating to:</b> Supplementary services as part of the language instruction program for EL students</p> <ul style="list-style-type: none"> <li>• Parent Education classes</li> <li>• ELD Support and high quality professional development. Improve instruction and assessment of Limited English Proficient (LEP) children.</li> <li>• Provide ELA intervention for EL students who have not been reclassified. Identify materials to directly support vocabulary development.</li> <li>• Professional Development – Summer Institute for Admin and teachers and monthly follow up sessions; teacher pay to attend Summer Institute; Teacher release time to attend monthly follow-up</li> </ul> <p>*Please see <a href="http://www.cde.ca.gov/sp/el/t3/ELprogrview.asp">http://www.cde.ca.gov/sp/el/t3/ELprogrview.asp</a> for a list of allowable EL activities</p>	Assistant Superintendent Ed Services	PIQE	\$10,000	Title III/LEP
		ELD PD	\$17,333	Title III/LEP
		Intervention and small group instruction materials	\$15,000	Title III/LEP
		PD (Principal's Exchange)	\$165,000	Title III/LEP
		Teacher pay Teacher release time	\$29,606 \$50,000	Title III/LEP Title III/LEP
<b>F. EL Overall Budget</b>		EL 2% for Administrative/Indirect Costs:	\$5,739	
		EL Estimated Costs Total:	\$286,939	

**Plan to Provide Services for Immigrant Students**

LEAs receiving or planning to receive Title III EL funding may include allowable activities.	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
Please complete this table IF the LEA is receiving or planning to receive Title III Immigrant funding.				

G. Allowable Activities	<p><b>Describe all allowable activities chosen by LEA relating to:</b> Enhanced instructional opportunities to immigrant students and their families</p> <ul style="list-style-type: none"> <li>Provide high-quality language instruction educational programs that are based on scientific research, which demonstrate effectiveness in producing a positive increase. Programs include Learning A-Z and listening centers with embedded guided reading. Materials, such as Versatiles, will be incorporated into the program.</li> </ul> <p>*Please see <a href="http://www.cde.ca.gov/sp/el/t3/immprogrview.asp">http://www.cde.ca.gov/sp/el/t3/immprogrview.asp</a> for a list of allowable Immigrant activities</p>	Assistant Superintendent Educational Services	Materials and program resource to support EL learning for Dual Language and Newcomers	\$17,718	Title III Immigrant
<b>H. Immigrant Overall Budget</b>		Immigrant Administrative/Indirect Costs:		\$355	
		Immigrant Estimated Costs Total:		\$17,718	

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Tony Hua, Assistant Superintendent

**AGENDA ITEM:** SCHOOL COUNSELOR LEADERSHIP CONFERENCE

**BACKGROUND INFORMATION:**

Counselors' roles are constantly evolving and are an integral piece in the push for equity and access for all students. As school districts take a closer look at the barriers preventing all students from accessing rigorous coursework, the role of middle and high school counselors will become a part integral for schools. This conference was held at the San Diego County Office of Education on May 25, 2016.

Participants learned:

- To explore the best-practices and collaborate with other school counselors and administrators.
- How to advocate for college and career readiness with students.
- To get support, tools and resources needed to provide the best service possible for all students.

**RECOMMENDATION:**

Approve/Ratify the attendance and participation of Rosemarie Ponce to the School Counselor Leadership Conference held on May 25, 2016 at a cost not to exceed \$75.00 from Title II funds.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

\$75.00

(Amount)

Title II Funds

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Maintenance, Operations, Transportation & Facilities  
Victor H. Guzman, Director

**AGENDA ITEM:** BASIC MASTER KEYING COURSE

**BACKGROUND INFORMATION:**

The company Allegion offered a class that makes master keying a simpler process for districts' locksmiths. The course is designed for locksmiths that pin cylinders and manage master key systems. The course took place on June 7, 2016 at the Double Tree Hotel in San Diego. The course was offered at no cost to the District.

The Master Keying Course covered the following topics:

- The Theory Behind Master Key Systems
- Levels of Keying, Key Schematics, Key Symbols & the Standard Key Coding System
- Pinning Calculations, Applying the MACS, and Reading Factory Bitting Lists
- Site Surveys and Building Code Considerations

**RECOMMENDATION:**

Approve/Ratify the participation of Jesus Sanchez to the Basic Master Keying course held in San Diego on June 7, 2016 at no cost to the District.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   JAF  

Financial Implications?

Are funds for this item available in the 2015-2016 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:**

  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

# BUSINESS

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

**BACKGROUND INFORMATION:**

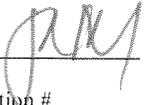
Gloria Gonzalez Photography has been providing school portraits and other specialty items for students and staff. Services have been provided at several schools based on principal's choice to participate. Participating schools receive a commission for portrait packages that are sold. Commission is used at the discretion of the school principal.

**RECOMMENDATION:**

Approve the agreement with Gloria Gonzalez Photography for school year 2016-17.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

Commission

(Amount)

School Donation Account

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 24th day of June, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Gloria Gonzalez Photography

Company/Consultant

(619) 409-2027

Telephone Number

5317 Vista Santa Margarita, San Diego, CA 92154

Address

fotografiagloria@gmail.com

Email

hereinafter referred to as "Consultant."

### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

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

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

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

#### 1.2 TERM

Initial Term:

From: July 1, 2016

To: June 30, 2017

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval ~~12B.1~~ otherwise indicated in writing and in accordance with the law.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

### 2.2 PAYMENTS

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

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

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

### 4.2 COORDINATION OF SERVICES

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

### 4.3 STANDARD OF CARE:

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

### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No agent, 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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

### 4.5 LAWS AND REGULATIONS

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

### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

### 4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any 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 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)**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct**: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## Additional Insured Status

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

## Primary Coverage

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

## Notice of Cancellation

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

## Waiver of Subrogation

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

## Deductibles and Self-Insured Retentions

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

## Acceptability of Insurers

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

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

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

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

## Verification of Coverage

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

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

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

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

## 5.8 AMENDMENTS

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

## 5.9 SEVERABILITY

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

## 5.10 GOVERNING LAW

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

## 5.11 CONFLICT OF INTEREST

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

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

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

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

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

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

12B.1

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## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**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**

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

<b>CONSULTANT:</b>	Gloria Gonzalez Photography
Name:	Gloria Gonzalez
Title:	Owner
Address:	5317 Vista Santa Margarita
City/State/Zip code:	San Diego, CA 92139
Telephone:	(619) 409-2027
Email:	fotografiagloaira@gmail.com

<b>DISTRICT:</b>	San Ysidro School District
Name:	Jose Arturo Sanchez Macias
Title:	Deputy Superintendent
Address:	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173
Telephone:	(619) 428-4476
Email:	arturo.macias@sbsd.k12.ca.us

**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

Gloria Gonzalez Photography  
Firm Name

SAN YSIDRO SCHOOL DISTRICT  
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

J. Arturo Sanchez Macias, Deputy Superintendent  
Print Name, Title

Date:

Date

Tax ID #

Board Approved

**12B.1**

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subConsultant, 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.

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

Consultant shall certify in writing to the District 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.

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.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name	Last 4-digits of SSN or CDL Number
_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

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



Monday, June 6<sup>th</sup>, 2016

To whom it may concern,

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

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

We have more than 25 years of experience as a photography studio. In the San Ysidro School District, we have offered our services for more than 15 years in which we have served as photographers and as professional designers from the photo shoots to the very last detail in turning in the photographs. We are always making sure we offer our utmost professionalism and excellent quality service. All the work that we offer is retouched and edited. For the finishing product, all of our prints are texturized (to keep from damaging) cut out (for sizes), and packaged for proper presentation of the work. For those prints that are 8x10 or larger, we mount them on a white carton especially made for photography paper.

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

**Christmas Package:**

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

**Spring Package:**

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

[gloriagonzalezfotografia.com](http://gloriagonzalezfotografia.com)

Phone (619) 409-2027

E-mail: [fotografiagloria@gmail.com](mailto:fotografiagloria@gmail.com)

[facebook.com/fotografia.gloria](https://facebook.com/fotografia.gloria)



**Graduation Package:**

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

For this School cycle we have a few package proposals:

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

- 1) calendar 6x10
  - 2) 5x7's
  - 2) 3.5X5
  - 4) wallets
  - 6) gift tags
- price: \$25 dlls.

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

- 1) 6x10
  - 2) 5x7's
  - 2) 3.5x5's
  - 4) wallets
- Price: \$25dlls.

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

- 1) 8x10
  - 2) 5x7's
  - 8) wallets
  - 1) 6x12 Group Photo
- Price : \$35 dlls.

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

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

This year we will leave \$5 dollars per package and \$1 for each specialty item bought.



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

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

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

Sincerely,   
Gloria A. Gonzalez  
of Gloria Gonzalez Photography

[gloriagonzalezfotografia.com](http://gloriagonzalezfotografia.com)

Phone (619) 409-2027

E-mail: [fotografiagloria@gmail.com](mailto:fotografiagloria@gmail.com)

[facebook.com/fotografia.gloria](https://facebook.com/fotografia.gloria)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Tony Hua, Assistant Superintendent

**AGENDA ITEM:** EDUCATOR EFFECTIVENESS APPORTIONMENT

**BACKGROUND INFORMATION:**

During a regular Governing Board meeting held on June 9, 2016, the Assistant Superintendent of Educational Services explained the State's Educator Effectiveness apportionment and the plan the District has on how these funds will be used. The Educator Effectiveness funds are to provide professional development and to promote educator quality and effectiveness.

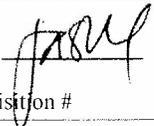
The allocation of funds is based on an equal amount per certificated FTE, which cannot exceed a LEA's total certificated staff count, as reported in CALPADS during the 2014-15 fiscal year. Information on this apportionment can be found on the California Department of Education's Educator Effectiveness website.

**RECOMMENDATION:**

Approve the Educator Effectiveness Expenditure Plan and the acceptance of the apportionment in the amount of \$319,002.00 for fiscal year 2015-16.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

Revenue  
\$319,002.00  
(Amount)

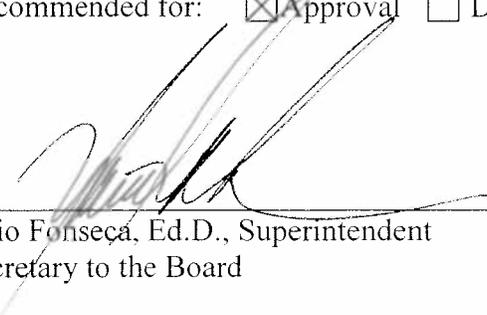
Educator Effectiveness  
(Name of funding source and/or location)

--  
(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Maintenance, Operations, Transportation & Facilities  
Victor H. Guzman, Director

**AGENDA ITEM:** AGREEMENT WITH ENVIROMATRIX ANALYTICAL, INC.

**BACKGROUND INFORMATION:**

Upon the District removing itself from the San Diego County of Education SWPPP Consortium, the need for a laboratory to continue analyzing storm water samples became necessary. EnviroMatrix Analytical Inc. has been analyzing the water samples for the District for various years now, but was invoicing the consortium for the two samples a year that the District was required to collect.

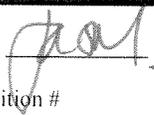
Going forward, the District will be collecting a required four samples annually. EnviroMatrix Analytical, Inc. will be invoicing the District directly whenever a sample is collected from a qualifying storm water event. The cost to analyze per collected sample is \$220.00.

**RECOMMENDATION:**

Approve the agreement with EnviroMatrix Analytical, Inc. for 2016-17 at an estimated cost of \$1,320.00 from the general fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

Estimated  
\$1,320.00

(Amount)

General Fund

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, 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 \_\_\_\_\_ day of \_\_\_\_\_, by and between the San Ysidro School District, hereinafter called the "District", and

EnviroMatrix Analytical, Inc.  
Company/Consultant

(858) 560-7717  
Telephone Number

4340 Viewridge Avenue, Suite A, San Diego, CA 92123  
Address

jbever@enviromatrixinc.com  
Email

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

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

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

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

**1.2 TERM**

Initial Term:

From: July 1, 2016 To: June 30, 2017

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

### 2.2 PAYMENTS

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

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

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

### 4.2 COORDINATION OF SERVICES

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

### 4.3 STANDARD OF CARE:

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

### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

### 4.5 LAWS AND REGULATIONS

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

### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

### 4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any 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 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)**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct**: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

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.

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### Additional Insured Status

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

### Primary Coverage

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

### Notice of Cancellation

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

### Waiver of Subrogation

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

### Deductibles and Self-Insured Retentions

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

### Acceptability of Insurers

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

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

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

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

### Verification of Coverage

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

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

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

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

## 5.8 AMENDMENTS

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

## 5.9 SEVERABILITY

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

## 5.10 GOVERNING LAW

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

## 5.11 CONFLICT OF INTEREST

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

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

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

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

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

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**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**

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

<b>CONSULTANT:</b>	EnviroMatrix Analytical, Inc.	
Name:	Jennifer Beyer	
Title:	Q.A. Director	
Address:	4340 Viewridge Ave., Suite A	
City/State/Zip code:	San Diego, CA 92123	
Telephone:	(858) 560-7717 / Fax (858) 560-7783	
Email:	jbeyer@enviromatrixinc.com	

<b>DISTRICT:</b>	San Ysidro School District	
Name:	Jose Arturo Sanchez Macias	Victor H. Guzman
Title:	Deputy Superintendent	Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3065
Email:	arturo.macias@sysd.k12.ca.us	victor.guzman@sysd.k12.ca.us

**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

ENVIROMATRIX ANALYTICAL, INC.  
 \_\_\_\_\_  
 Firm Name

SAN YSIDRO SCHOOL DISTRICT  
 \_\_\_\_\_  
 Firm Name

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

\_\_\_\_\_  
 Signature

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

J. Arturo Sanchez Macias, Deputy Superintendent  
 \_\_\_\_\_  
 Print Name, Title

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Board Approved

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subConsultant, 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.

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

Consultant shall certify in writing to the District 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.

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.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A**

# Analytical Services Quotation

Stormwater RFP 2015-2018  
San Ysidro School District  
Victor H. Guzman

Bid Date: 5/4/2016  
Bid Expires: 6/30/2017  
Prices Expire: 6/30/2017

Matrix	Parameters	Method	#	TAT (days)	Unit Price	Extended Price
Water	TPH Extended by EPA 8015	varies	1	7	\$80.00	\$80.00
Water	Cadmium (Total)	EPA 200.8	1	7	\$10.50	\$10.50
Water	Copper (Total)	EPA 200.8	1	7	\$10.50	\$10.50
Water	Lead (Total)	EPA 200.8	1	7	\$10.50	\$10.50
Water	Nickel (Total)	EPA 200.8	1	7	\$10.50	\$10.50
Water	Zinc (Total)	EPA 200.8	1	7	\$10.50	\$10.50
Water	MBAS	SM5540 C	1	7	\$21.00	\$21.00
Water	Oil & Grease	EPA 1664A	1	7	\$49.00	\$49.00
Water	Total Suspended Solids	SM2540 D	1	7	\$17.50	\$17.50

**\$220.00**

Quote reflects cost of analysis for one sample with the above constituents on a normal TAT of 7 days.  
Additional samples, analyses, and/or expedited TATs will result in additional fees.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Special Education  
Nadia Aviles, Interim Director

**AGENDA ITEM:** ADDENDUM TO AMERICAN CENTER FOR LEARNING AGREEMENT

**BACKGROUND INFORMATION:**

Every student who struggles in school requires personal attention to stay at the same academic levels as peers. Students with learning disabilities have special needs that many classroom teachers do not have the time to see with today's larger classroom sizes. Students can benefit from the one-on-one attention provided by a highly qualified tutor and matches the most appropriate tutor to the student's needs. Thorough background checks are conducted for the safety and academic needs of our students.

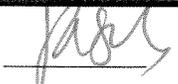
American Center for Learning started as a community learning center in 1986, and is independently owned and operated. Its methodology involves programs that have been proven to effectively develop skills using an individualized plan for each student. The cost implications for these services are \$50.00 per hour at a cost not to exceed \$800.00 as an addendum to the existing contract dated November 13, 2015. These services will be provided during summer break 2016 as indicated on student's IEP.

**RECOMMENDATION:**

Approve the addendum to the American Center for Learning Agreement as tutoring agency during summer break 2016 at a cost not to exceed \$800.00 from Special Education funds.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 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:**

  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**PROFESSIONAL SERVICES AGREEMENT  
WITH  
AMERICAN CENTER FOR LEARNING**

**ADDENDUM**

This ADDENDUM is made effective on June 23, 2016, and it is made by and between American Center for Learning, hereafter called "Company," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Company, who is specifically qualified to provide one on one tutoring services for educational purposes, desires to provide services to the District.

WHEREAS, the Company and District's current agreement dated November 13, 2015 currently provides services such as academic one on one tutoring.

WHEREAS, the District would like to extend services date until July 11, 2016 at an additional cost of \$800.00.

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

Per Section 5.8 of original agreement:

The District would like to amend the services being provided by the Company as stated above and request an increase of \$800.00 to original contract. The new contract not to exceed amount is \$5,800.00. All other terms and conditions on original agreement dated November 13, 2015 remain the same.

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

COMPANY:

American Center for Learning  
5663 Balboa Ave-Suite 508  
San Diego, CA 92111  
(619) 656-6026

DISTRICT:

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

Signature	Signature	
American Center for Learning	J. Arturo Sanchez Macias, Deputy Superintendent	
Name & Title	Name & Title	
marilyn@americancenterforlearning.com	arturo.macias@sysd.k12.ca.us	
Email	Email	
Date signed	Date signed	Board approved

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Administration  
Julio Fonseca, Ed.D., Superintendent

**AGENDA ITEM:** AGREEMENT WITH VMA COMMUNICATIONS 2016-17

**BACKGROUND INFORMATION:**

The San Ysidro School District is among school districts across the State that are working to address a number of challenges. In addition to the implementation of changing instructional and budgetary policies, the District is also working to address declining enrollment and competition with surrounding school districts that are promoting their programs to the San Ysidro School District families.

VMA Communications assisted the District during school year 2015-16 and established communication with families, staff and stakeholders. A strong communication was provided to assist with the Common Core State Standards (CCSS) and Local Control Funding Formula (LCFF) implementation as well as internal/external communications. The District would like to retain the services of VMA Communications for school year 2016-17. The cost implications are as follows and per Exhibit A Work Plan:

Hourly rate: \$ 175.00  
Maximum monthly fee: \$ 9,500.00  
Other expenses *(as approved by District)*

**RECOMMENDATION:**

Approve the agreement with VMA Communications for school year 2016-17 at a not to exceed amount of \$147,000 from the supplemental and concentration funds.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

\$147,000

(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:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**AGREEMENT FOR COMMUNICATION SERVICES**

**SAN YSIDRO SCHOOL DISTRICT**, hereinafter referred to as DISTRICT, and **VMA COMMUNICATIONS, INC.**, hereinafter referred to as CONSULTANT, mutually agree as follows:

1. CONSULTANT shall provide information dissemination services to the DISTRICT for communication of school and DISTRICT news and information for the community.
2. DISTRICT shall pay CONSULTANT an hourly rate of \$175, not to exceed \$9,500 per month, for the services performed during the period of this agreement for contracted projects described in the Work Plan (Exhibit A), plus reimbursement for pre-approved expenses/reimbursables. Fees for additional projects/assignments shall be approved at time of DISTRICT's request.
3. This agreement shall be subject to the following conditions:
  - a. CONSULTANT shall submit an itemized invoice for services rendered, including dates of service and detailed expenses/reimbursables.
  - b. CONSULTANT shall be considered an independent CONSULTANT for the purpose of this agreement and not an employee of the DISTRICT. The DISTRICT shall not assume any liability for the payment of retirement benefits, Workers' Compensation Insurance or any other payments to the CONSULTANT or any of CONSULTANT'S personnel performing service hereunder.
  - c. CONSULTANT shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from and against any and all actions, suits, or the proceedings as may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the DISTRICT, its officers, agents and employees.  
  
CONSULTANT shall take out and maintain during the period of this Agreement such general liability, professional liability, automobile insurance, as is required to protect the CONSULTANT and the DISTRICT as their interest may appear.  
  
CONSULTANT shall maintain the confidentiality of all information received while performing said services.
4. This agreement shall be in effect July 1, 2016 through June 30, 2017. This agreement may be terminated by either party upon sixty (60) days' written notification.
5. SIGNED by the authorized representative of the DISTRICT and by the CONSULTANT.

DISTRICT  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

CONSULTANT  
VMA COMMUNICATIONS, INC.  
1420 N. Claremont Blvd, Suite 107B  
Claremont, CA 91711

By \_\_\_\_\_  
J. Arturo Sanchez Macias  
Deputy Superintendent  
Date \_\_\_\_\_

By \_\_\_\_\_  
Valerie Martinez  
CEO/President  
Date \_\_\_\_\_



Exhibit A

## SAN YSIDRO SCHOOL DISTRICT 2016-17 WORK PLAN

---

### JULY 2016

- Press Releases (4-5)
- Superintendent's Monthly Update
- Ella South Bay Ad
- Back-to-School Postcard (with information on new start times)
- Harvest parent email distribution list and streamline photo releases
- Ongoing:
  - Integrated social media program
  - E-blasts
  - Website content
  - Issue management

### AUGUST 2016

- Press Releases (4-5)
- Superintendent's Monthly Update (with update on reconfiguration plan)
- Ella South Bay Ad
- Report to the Community (SYSD Highlights and Bond Update)
- 1 School Information Sheet
- Ongoing:
  - Integrated social media program
  - E-blasts
  - Website content
  - Issue management

### SEPTEMBER 2016

- Press Releases (4-5)
- Superintendent's Monthly Update
- Ella South Bay Ad
- Blanket Drive Flyer
- Instructional Design Implementation Update/Fact Sheet
- Fall Newsletter

- Ongoing:
  - Integrated social media program
  - E-blasts
  - Website content
  - Issue management

### OCTOBER 2016

- Press Releases (4-5)
- Superintendent's Monthly Update
- Ella South Bay Ad
- Reconfiguration Plan Fact Sheet/Update
- 1 School Information Sheet
- Ongoing:
  - Integrated social media program
  - E-blasts
  - Website content
  - Issue management

### NOVEMBER 2016

- Press Releases (4-5)
- Superintendent's Monthly Update
- Ella South Bay Ad
- 1 School Information Sheet
- Ongoing:
  - Integrated social media program
  - E-blasts
  - Website content
  - Issue management

### DECEMBER 2016

- Press Releases (4-5)
- Superintendent's Monthly Update (with update on reconfiguration plan)
- Ella South Bay Ad

- Letter to incoming middle school families (Include open house visit dates)
- Holiday Dinner Flyer
- Ongoing:
  - Integrated social media program
  - E-blasts
  - Website content
  - Issue management

#### **JANUARY 2017**

- Press Releases (4-5)
- Superintendent's Monthly Update
- Ella South Bay Ad
- Winter Newsletter
- Ongoing:
  - Social media
  - E-blasts
  - Website content
  - Issue management

#### **FEBRUARY 2017**

- Press Releases (4-5)
- Superintendent's Monthly Update
- Ella South Bay Ad
- 1 School Information Sheet
- LCAP outreach
- K/TK enrollment campaign: banners, fliers, ads
- Ongoing:
  - Social media
  - E-blasts
  - Website content
  - Issue management

#### **MARCH 2017**

- Press Releases (4-5)
- E-blasts
- Superintendent's Monthly Update
- Ella South Bay Ad
- Spring Newsletter
- Ongoing:
  - Social media
  - E-blasts

- Website content
- Issue management

#### **APRIL 2017**

- Press Releases (4-5)
- Superintendent's Monthly Update
- Ella South Bay Ad
- School information sheet
- Preschool enrollment campaign: postcards, fliers, ads
- Ongoing:
  - Social media
  - E-blasts
  - Website content
  - Issue management

#### **MAY 2017**

- Press Releases (4-5)
- Superintendent's Monthly Update
- Ella South Bay Ad
- Reconfiguration fact sheet
- Preschool enrollment campaign: banners, fliers, ads
- Ongoing:
  - Social media
  - E-blasts
  - Website content
  - Issue management

#### **JUNE 2017**

- Press Releases (4-5)
- Superintendent's Monthly Update
- Ella South Bay Ad
- Summer Newsletter
- Incoming middle school promotion congratulatory postcard
- Ongoing:
  - Social media
  - E-blasts
  - Website content
  - Issue management

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** AMENDMENT TO THE BLACKBOARD AGREEMENT

**BACKGROUND INFORMATION:**

On May 12, 2016 the Governing Board approved the agreement with Blackboard Web Community Manager to help our District stand out to our community and prospective families through a creative and innovative redesign of our website and creating a school-to-home communications hub to optimize family engagement.

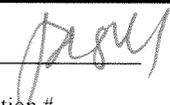
The District is amending this agreement to include additional website training for staff. The cost implications are listed under Exhibit A of the amendment.

**RECOMMENDATION:**

Approve the amendment to the agreement with Blackboard for additional on-site website training at a cost of \$9,850.00 from the general fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

Yes     No

Yes     No

ONE-TIME ONLY

\$9,850.00

(Amount)

General Fund

(Name of funding source and/or location)

-

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

# Blackboard® Order Form

1111 19<sup>th</sup> Street NW, Washington, DC 20036  
Phone: 1-800-424-9299 Fax: 866-891-8612

Quote #: 00013999

<b>District/Entity ("CLIENT") Name:</b> San Ysidro School District 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1685 <b>Student Enrollment:</b> B (2,001 - 20,000) <b>Bb Customer Account No:</b> 329250	<b>Client Accounts Payable Information</b> Is a PO Number Required> (Y/N) _____ PO Number: _____ Contact Name: _____ Contact Telephone Number: _____
---	--

\* Blackboard will provide Client with the licensed software, support and/or services ("Licenses and Services") to the extent identified in Exhibit A of this Master Agreement Order Form ("Order Form" or "Agreement") for the fees set forth in Exhibit A. The Licenses and Services are subject to the specifications and limitations set forth in Exhibit B, if applicable as well as the Incorporated Contract Documents (listed below and incorporated by reference). If any term of this Order Form conflicts with any Incorporated Contract Document, then this Order Form shall control.

### Term

1. Initial Term: Unless otherwise specified in the Licenses and Services set forth in Exhibit A, the Initial Term shall be 12 months following the Effective Date.
2. **Effective Date: 07/01/2016**

### Fees and Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

### Incorporated Contract Documents

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

Client acknowledges that it has reviewed and accepts each of the above contract documents.

### The following Exhibits are attached to this Agreement:

Exhibit A – Fees

**EXHIBIT A**

**Fees**

Product Code	Product Name	QTY	Product or Service Description	Year 1 07/01/2016- 06/30/2017
SCH-TRAIN-OS	Training: On-Site Session	2 Session	One-Time Fees	\$ 3,960.00
SCH-SVC-TRAVEL	Training: Onsite Travel Expenses (1-3 days)	1	One-Time Fees	\$ 1,300.00
SCH-SVC-OS	Consulting: Web Community Manager Site Launch (Client Site: 3-day)	1	One-Time Fees	\$ 4,590.00
			<b>Total</b>	<b>\$ 9,850.00</b>

\* While the Subscription Fees for each of the annual or other periods reflected in the table above are stated as fixed Subscription Fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Blackboard would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Agreement.

By signing below, each of Blackboard and Client represent that a) this Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has reviewed and accepted all of the contract documents incorporated into or attached to this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

**Blackboard**

**San Ysidro School District**

Bill Jones  
Name of Authorized Blackboard Officer

\_\_\_\_\_  
Name of Authorized San Ysidro School District Representative

Associate General Counsel  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Blackboard Internal Use Only:

Service Agency:	San Diego County Office of Education
Account Manager:	Susan Tompkins

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Maintenance, Operations, Transportation & Facilities  
Victor H. Guzman, Director

**AGENDA ITEM:** AGREEMENT WITH SAN DIEGO COUNTY SCHOOL DISTRICTS FOR STUDENT TRANSPORTATION SERVICES

**BACKGROUND INFORMATION:**

The Student Transportation Services Agreement between the San Ysidro School District and the forty-two (42) San Diego County School Districts mutually interested in the provision of adequate student transportation services, have personnel, equipment, and other required facilities under its jurisdiction suitable for such services. Transportation services include transporting students between public and nonpublic schools and field trip locations located within County boundaries and locations mutually agreed upon. The cost implications will depend on the services provided. All school districts agree to pay the current district's rate when support is provided.

The District will use these services to provide transportation for field trips or extracurricular activities that the District deems, at its sole discretion, will benefit its students and teachers and on an "as needed" basis. It would also provide more options to the current understaffed transportation department.

**RECOMMENDATION:**

Approve the agreement with San Diego County School Districts for Student Transportation Services from July 1, 2016 to June 30, 2018.

---

**Renewal Contract/Item**       **New Contract/Item**       **Ratify**       **Amendment**

Financial Implications?

Yes       No

Are funds for this item included in the 2016-2017 Budget?

Yes       No

Requisition # from PeopleSoft:

*Real*

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES  
BETWEEN  
SAN DIEGO COUNTY SCHOOL DISTRICTS**

This agreement is entered into between the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called THE DISTRICTS.

This agreement is between the following school districts:

1. Alpine Union School District
2. Bonsall Union School District
3. Borrego Springs Unified School District
4. Cajon Valley Union School District
5. Cardiff School District
6. Carlsbad Unified School District
7. Chula Vista Elementary School District
8. Coronado Unified School District
9. Dehesa School District
10. Del Mar Union School District
11. Encinitas Union School District
12. Escondido Union School District
13. Escondido Union High School District
14. Fallbrook Union Elementary School District
15. Fallbrook Union High School District
16. Grossmont Union High School District
17. Jamul-Dulzura Union School District
18. Julian Union High School District
19. Julian Union School District
20. La Mesa/Spring Valley School District
21. Lakeside Union School District
22. Lemon Grove School District
23. Mountain Empire Unified School District
24. National School District
25. Oceanside Unified School District
26. Poway Unified School District
27. Rancho Santa Fe School District
28. Ramona Unified School District
29. San Diego County Office of Education (Foster, Youth, and Homeless Education Program)
30. San Diego Unified School District
31. San Dieguito Union High School District
32. San Marcos Unified School District
33. San Pasqual Union School District
34. San Ysidro School District
35. Santee School District
36. Solana Beach School District
37. South Bay Union School District
38. Spencer Valley Elementary School District

39. Sweetwater Union High School District
40. Vallecitos School District
41. Valley Center-Pauma Unified School District
42. Vista Unified School District
43. Warner Unified School District

WITNESSETH

WHEREAS, THE DISTRICTS are mutually interested in and concerned with provision of adequate student transportation services, and

WHEREAS, THE DISTRICTS have personnel, equipment and other required facilities under its jurisdiction suitable for such student transportation services;

NOW THEREFORE, in order to continue and to improve the cooperative efforts of THE DISTRICTS it is hereby mutually agreed as follows:

TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of THE DISTRICTS, THE DISTRICTS may transport students between public and non-public schools and field trip locations located with County boundaries and locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other District's students.

2. STUDENT BEHAVIOR CODE

THE DISTRICTS agree to the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before THE DISTRICTS may suspend or terminate riding privileges, THE DISTRICTS must notify the administration or administration's designee. THE DISTRICTS shall provide each other with any information on behavior problems, to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance and shall name each other as additional insured for the term of this agreement, for \$1,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.

Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to mutually defend, indemnify, and save free and harmless each other DISTRICT, its officers, agents, and employees against any loss, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TRANSPORTATION FEE

For the transportation of students with disabilities, THE DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, THE DISTRICTS mutually agree to pay the District's published field trip rate.

7. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

**EXHIBIT A**

**EDUCATION CODE SECTION 44807** provides:

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of that school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

The term of this agreement shall be from **July 1, 2016 to June 30, 2018**, providing that any DISTRICT may terminate the same at any time upon ten (10) days notice in writing. Transportation directors of all participating DISTRICTS will be notified when any DISTRICT chooses to terminate their participation.

**Alpine Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Borrego Springs Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Cardiff School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Chula Vista Elementary School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Dehesa School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Bonsall Union School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Cajon Valley Union School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Carlsbad Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Coronado Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Del Mar Union School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Encinitas Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Escondido Union School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Escondido Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Fallbrook Union Elementary School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Fallbrook Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Grossmont Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Jamul-Dulzura Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Julian Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Julian Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**La Mesa/Spring Valley School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Lakeside Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Lemon Grove School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Mountain Empire Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Oceanside Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Rancho Santa Fe School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**San Diego County Office of Education**  
(Foster, Youth, and Homeless Education Program)

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**San Dieguito Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**San Pasqual Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**National School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Poway Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Ramona Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**San Diego Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**San Marcos Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**San Ysidro School District**

by \_\_\_\_\_  
J. Arturo Sanchez Macias, Deputy Superintendent

Approved by the Governing Board  
On the 23rd day of June 2016.

**Santee School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Solana Beach School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**South Bay Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Spencer Valley Elementary School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Sweetwater Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Vallecitos School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Valley Center-Pauma Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Vista Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**Warner Unified School District**

Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2016.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
Tony Hua, Assistant Superintendent

**AGENDA ITEM:** AGREEMENT WITH RED SCHOOLHOUSE SOFTWARE FOR ONLINE ASSESSMENT REPORTING SYSTEM (OARS)

**BACKGROUND INFORMATION:**

The Online Assessment Reporting System (OARS) is a data management program for the collection, reporting and analysis of local and state assessments, in conjunction with district demographic information. The OARS program is an internet-based program providing easy access to a myriad of assessment data to develop reports outlining outcomes by all student subgroups. INSPECT comprises a component by Red Schoolhouse providing a comprehensive assessment item bank. INSPECT will enable teachers, resource personnel and administrators to draw on standards-based test items/questions directly related to specific grade levels. Assessments will be assembled to develop formative/periodic tests to be administered to provide timely reports on priority skills mastered and skills in need of continued practice.

Cost implications include: Setup and maintenance fee, OARS license fee, INSPECT license fee, Physical Fitness Test Module and training fee.

**RECOMMENDATION:**

Approve the agreement with Database Depot, Inc. dba Red Schoolhouse Software for the Online Assessment Reporting System (OARS) for 2016-17 at an estimated total cost of \$26,000.00 from the supplemental and concentration funds.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   JAF  

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

\$26,000.00  
(Amount)

Supplemental & Concentration Funds  
(Name of funding source and/or location)

--  
(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Database Depot, Inc., a corporation of the State of California doing business as Red Schoolhouse Software, having its principal place of business in Los Angeles, California ("Licensor")

and

San Ysidro School District, having its principal office in San Ysidro, California ("Licensee").

WHEREAS, Licensor has developed and owns certain software useful to schools and school districts for the collection, reporting and analysis of local assessment results (the "Local Assessment Module"), for the reporting and analysis of state assessment results (the "State Assessment Module"), for administering assessments to students online (the "Online Assessment Module"), for collecting assessment results with proprietary scanning software ("ScanOARS"), and for creating student Report Cards online ("the Online Report Card Module") collectively, the "OARS Software"; and

WHEREAS, Licensor has entered into an agreement with Sanford Systems, Inc., a corporation of the State of California doing business as Key Data Systems, the developer and owner of the INSPECT item bank ("INSPECT"), whereby Licensor can provide INSPECT in conjunction with its OARS Software; and

WHEREAS, Licensee desires to acquire a license from Licensor for selected uses of OARS as listed in Exhibit A, and Licensor desires to grant Licensee a license for such uses pursuant to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein, and for other good and valuable consideration pursuant to this Agreement, the parties hereby agree as follows:

### I. DEFINITIONS

1. "OARS Software" shall mean the Online Assessment Reporting System ("OARS") software and database developed, owned and copyrighted by Licensor and, for the purposes of this Agreement, as further described in Exhibit B.
2. "INSPECT" shall mean the database of test questions also known as "Identifying Needs: Standards Proficiency Exams for California Teachers," developed, owned, and copyrighted by Key Data Systems as further described in Exhibit C.

3. "Licensed Software" shall mean the OARS Software and, if applicable, INSPECT, as listed in Exhibit A.
4. "OARS Server" shall mean any computer owned or leased by Licensor, upon which the OARS Software and/or INSPECT shall be installed.
5. "Licensed Use" shall mean those uses of OARS listed in Exhibit A.
6. "Annual License Fee" shall mean the annual license fee payable for the Licensed Use in accordance with the provisions of this Agreement.
7. "Effective Date" shall mean the last date that this Agreement is signed and dated by the parties hereto.
8. "Start Date" shall mean a date ten (10) business days after the Effective Date of this Agreement.
9. "School Year" shall mean the period of time between July 1 of one calendar year and June 30 of the following year, inclusive.

## II. LICENSE GRANT

1. Non-Exclusive License. Licensor grants to Licensee a non-exclusive right and license to use the Licensed Software for the Licensed Use for a license term (the "License Term") that commences upon the Effective Date of this Agreement and continues until June 30 of the year selected in Exhibit A subject to payment each year of the Annual License Fee in accordance with the provisions of Section V of this Agreement.
2. Ownership of Licensed Software. Licensor will remain the sole and exclusive owner of all right, title, and interest in and to the OARS Software, and all intellectual property rights related thereto, except for those license rights granted under this Agreement. Sanford Systems, Inc. will remain the sole and exclusive owner of all right, title, and interest in and to INSPECT, and all intellectual property rights related thereto, except for those license rights granted under this Agreement. Licensee shall have no right to sell, assign, transfer or license any rights, or otherwise grant any sub-licenses under this Agreement.
3. Restricted Access. Licensee will ensure that access to the Licensed Software is limited to Licensee's employees, officers and directors for the Licensed Use only. Showing, demonstrating, or disclosing the specifications, design, features, or operation of the Licensed Software or providing copies of screenshots or report formats to any person who is not an employee, officer or director of Licensee is in violation of the confidentiality provisions of Section XI of this Agreement and is strictly prohibited unless approved in writing in advance by Licensor.

4. Access for Non-Employee Consultants: If Licensee wishes to provide access to OARS to non-Employee consultants, it should submit a written request for consideration to Licensor. Licensor shall not unreasonably deny such requests.

### III. SYSTEM OPERATION

1. OARS Implementation. Licensee and Licensor hereby agree to implement OARS as described in Exhibit D.
2. User Internet Access. Licensee will provide users with sufficient access to an Internet-connected computer and ensure that a supported web-browser is installed. Fully supported web-browsers are defined under Exhibit B.
3. Backups. Licensor has established an automated process by which selected data from the current School Year will be backed up on a nightly basis. Nightly backups will be retained for 1 month; weekly backups will be retained for 3 months; Monthly backups will be retained for 1 year. One annual backup of Licensee's completed database shall be made at the end of each School Year, and retained until the termination of this agreement.
4. Software Updates. Periodically, Licensor will install software and security updates on the OARS Servers. To the extent practicable, Licensor will install such updates at night so as to minimize interruption to users. In the event that a security update is deemed crucial to the secure functioning of the system, Licensor reserves the right to shut down the OARS Servers without notice to install the required security update.
5. Technical Support. In the event of failure of any OARS Server or the OARS Software, Licensor will rectify the problem within two (2) business days following notification by Licensee, unless otherwise agreed upon.

### IV. TRAINING AND TECHNICAL SUPPORT

1. Free-of-Charge User Training. If applicable, Licensor will provide free-of-charge User Training up to the amount shown in Exhibit A.
2. Additional User Training. After Licensee has received the full amount of free-of-charge User Training shown in Exhibit A, Licensee may purchase Additional User Training at a rate of One Thousand Five Hundred Dollars (\$1,500.00) per day per trainer. Wherever travel is required, billing will include reimbursement of reasonable travel expenses. Additional User Training may be conducted in either Lecture Format, Workshop Format, or Webinar Format as described under Paragraph 3 of this Section IV.

3. Training Format. User Training may be conducted in either Lecture Format, Workshop Format, or Webinar Format as follows:
  - a. Lecture Format (Maximum of 100 Participants): The focus of this training will be to explain and demonstrate the features and uses of OARS. Licensee will make available a training venue suitable for up to one hundred (100) participants in a lecture-seating setting.
  - b. Workshop Format (Maximum of 30 Participants): The focus of this training will be to facilitate practical hands-on experience using OARS. Licensee will make available a training venue for up to thirty (30) participants, and provide each participant with an Internet-connected computer.
  - c. Webinar Format (Unlimited Webinar Participants; limit of 60 concurrent OARS users during a webinar): Webinars can be scheduled on a variety of topics for an unlimited number of participants in multiple locations. Webinars are facilitated by Red Schoolhouse Software staff at the Red Schoolhouse Software office in Los Angeles. For maximum benefit, Licensee should provide its own staff to monitor and support delivery of training on site.
4. Length of Training. In order to ensure the highest possible quality, Licensee shall not schedule training for more than six hours per day per trainer. A longer training day may be arranged on a case-by-case basis, however any additional time over six hours shall be billed at a rate of \$250 per hour per trainer.
5. Scheduling Training. User Training must be scheduled at least fifteen (15) business days in advance. Any training scheduled with fewer than fifteen (15) business days notice shall incur a surcharge of \$500.
6. Canceling Training. Licensee may cancel any scheduled training without penalty by notifying Red Schoolhouse Software at least fifteen (15) business days before the training is to occur. Cancellation with fewer than fifteen (15), but more than five (5), days notice shall result in a reduction by half a day of Free User Training (if applicable), or a \$500 charge per day and per trainer. Cancellation with five (5) or fewer days notice shall result in the forfeiture of one (1) full day of Free User Training (if applicable), or a charge of \$1,500.00 per day and per trainer.
7. Custom Configuration of Assessments. Licensor will provide Licensee with a comprehensive list of publisher-created assessments (“Library Assessments”) that can be configured in OARS. Furthermore, OARS offers tools that allow users to develop and implement their own assessments in the software, including the Key Editor and INSPECT. On a best-efforts basis, Licensor will assist Licensee with the configuration of assessments that are not available in the list of Library Assessments, and that cannot easily be configured with the Key Editor and INSPECT, subject to the following conditions:

- a. Licensee must provide Licensor with appropriate and sufficient information to configure the assessment. This may include answer keys, scoring sheets, and standards alignments. THIS INFORMATION SHOULD BE PROVIDED IN AN EDITABLE, ELECTRONIC FORMAT, e.g. MICROSOFT EXCEL.
  - b. Licensee should provide the necessary information at least two (2), but preferably four (4), weeks prior to needing the assessment available in OARS. While Licensor will make every attempt to configure the assessment within two weeks, the time necessary can vary depending on the complexity of the assessment, the number of assessment requested, and the current workload of Licensor. During peak periods like the start of the School Year, a completion timeline of four (4) weeks is more likely.
  - c. Licensor reserves the right to limit this service to assessments that are likely to be administered by most or all teachers for the applicable grade level or course.
  - d. While there is no charge for configuration of custom assessments, and there is no limit to the number of requests that Licensee may make, this service is provided only on a best efforts basis, and Licensor makes no guarantee as to the number of assessments that can be configured, and the speed with which the configuration can be accomplished.
8. Technical Support. Licensor will respond to up to thirty (30) phone and/or email technical support requests (“Technical Support”) from Licensee per calendar month. Technical Support requests in excess of thirty (30) per calendar month will be billed to Licensee at a rate of Ten Dollars (\$10.00) per incident. To reduce the likelihood of incurring Technical Support fees, Licensor encourages Licensee to route certain basic technical support inquiries through a district contact and support person.
9. Software Customization and Consultation. At its sole discretion, Licensor may agree to develop custom features or reports for Licensee, or provide consultations to Licensee in areas that fall beyond the scope of the OARS software and the support described in this Section IV. Such support will be invoiced at a rate of \$50.00 per hour for clerical support, \$250.00 per hour for programming support, and \$2,000.00 per day for special consultations.

## V. ANNUAL LICENSE FEE

Annual License Fee. The license granted in Section II of this Agreement is granted subject to payment each year of a non-refundable annual license fee (the “Annual License Fee”). The Annual License Fee for each year of the License Term will be as shown in Exhibit A.

## **VI. OTHER FEES**

Fees for Additional User Training, Technical Support requests (beyond the 30 allowed per month), and Software Customization and Consultation shall be billed in accordance with the terms of Section IV, Paragraphs 2, 7 and 8 respectively.

## **VII. PAYMENT TERMS**

1. Payment Terms.
  - a. Licensee will pay the Annual License Fees to Licensor in accordance with the schedule shown in Exhibit A.
  - b. Fees for Additional User Training, Technical Support requests, and Software Customization and Consultation are due and payable by Licensee to Licensor within thirty (30) calendar days of date of invoice.
2. Late Fees. Any payments not received within thirty (30) calendar days after the due dates specified in Paragraph 1 of this Section VII, will be subject to a fifty (50) dollars late fee, and will incur finance charges calculated at a rate of Prime (as determined by Wells Fargo Bank of Los Angeles, California) plus 3%.

## **VIII. LIABILITY**

To the best knowledge and belief of the Licensor, the Licensed Software is free from errors or omissions and is effective for its intended purpose. Notwithstanding, Licensor does not warrant the performance of the Licensed Software and will not be liable to Licensee for any personal injury or damage sustained by Licensee in the use and operation of the Licensed Software under this Agreement. Further, and under no circumstance and under no legal theory (tort, contract or otherwise), will Licensor be liable to Licensee or any other person for any direct, general, indirect, special, incidental, consequential, exemplary, or other damage of any character, including without limitation, damage for the loss of good will, work stoppage, lost profit, computer failure or malfunction, or any and all commercial damages or losses resulting from the use, inability to use, or performance of the Licensed Software. The cumulative liability of Licensor to Licensee for all claims relating to the Licensed Software and/or this Agreement, including any cause of action for breach of warranty or other cause of action in contract, tort or strict liability, shall not exceed the amount of the Annual License Fee paid to Licensor hereunder. This limitation of liability shall apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Furthermore, this limitation of liability shall have precedence over any language describing Licensor's liability found in accompanying district contracts or Purchase Orders that may or may not be required as part of Licensee's standard procedures.

## IX. WARRANTIES

Licensor hereby warrants the following:

1. Ownership Rights. The OARS Software is owned solely by Licensor. To the best knowledge and belief of Licensor, INSPECT is owned solely by Sanford Systems, Inc. and no other entity has any ownership right in or to any portion of the Licensed Software.
2. Power and Authority. Licensor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance, to the best knowledge and belief of Licensor will not violate the rights of any third party.
3. Legal Proceedings. There is no action, suit, proceeding or material claim or investigation pending or threatened against the Licensor in any court or by any federal, state or municipal or other governmental department, commission, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Licensed Software or restrict the Licensor's ability to complete the transactions contemplated hereby. Licensor knows of no basis for any such action, suit, claim, investigation or proceeding.
4. Compliance with Laws and Regulations. To the Licensor's best knowledge and belief, as of the date of this Agreement, the Licensed Software complies with all relevant federal, state and local laws and regulations.
5. Non-Infringement. To the Licensor's best knowledge and belief, the Licensed Software does not violate nor infringe upon the rights of any third party, including without limitation, any patent rights, trademark rights, trade secret rights, or other proprietary rights of any kind.
6. Disclaimer. Licensor makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for any particular purpose.

## X. TERMINATION

1. Termination by Licensor. Licensor may terminate this Agreement at any time in the event of:
  - a. Bankruptcy or assignment for the benefit of creditors of the assets of Licensee.
  - b. Any breach of this Agreement by Licensee that is not corrected by Licensee within thirty (30) calendar days after written notification thereof by Licensor.

- c. Failure by Licensee to pay in full any Annual License Fee within sixty (60) calendar days from the due date thereof.
  - d. Failure by Licensee to pay in full any invoice from Licensor for Additional User Training or Technical Support requests within sixty (60) calendar days of date of invoice.
2. Termination by Licensee. Licensee may terminate this Agreement at any time in the event of:
- a. Bankruptcy or assignment for the benefit of creditors of the assets of Licensor.
  - b. Any breach of this Agreement by Licensor that is not corrected by Licensor within thirty (30) calendar days after written notification thereof by Licensee.
  - c. For any other reason by giving thirty (30) calendar days notice in writing to Licensor, subject to paragraph 3(b) of this Section X.
3. License Fees Payable in the Event of Termination by Licensee.
- a. If Licensee terminates this Agreement in accordance with the provisions of either paragraph 2(a) or 2(b) of this Section X, Licensee shall be liable to pay in full the Licensee Fees shown in Exhibit A for all completed years of service provided under this Agreement, and to pay the License Fee for any partial year of service on a pro-rata basis.
  - b. If Licensee terminates this Agreement in accordance with the provisions of paragraph 2(c) of this Section X, the full amount of the License Fees shown in Exhibit A for ALL years under this Agreement shall become immediately due and payable.
- Licensee understands and agrees that its payment obligations under paragraph 3 of this Section X shall survive any termination of this Agreement.
4. Deletion of Data Upon Termination. Upon termination of this Agreement, all Licensee Data shall be permanently deleted for all OARS servers.

## **XI. SUSPENSION OF SERVICES**

As an alternative to Termination, as described in Section X, Licensor may elect at its sole discretion to suspend all services for any failure by Licensee to pay the Annual License Fee or any other outstanding invoice in accordance with Section X, Paragraphs 1(c) and 1(d). Licensor will resume services once the outstanding invoices have been paid. Suspension of services, no matter how long, shall not entitle Licensee to any reduction in License Fees.

## **XI. CONFIDENTIAL INFORMATION**

Licensor acknowledges that it understands the importance of protecting the confidentiality of personally identifiable student and teacher information and that it will make all reasonable efforts to protect such data, including:

1. Licensor shall transfer student and teacher information via Secure File Transfer Protocol (SFTP), or as encrypted attachments to emails.
2. Licensor shall ensure that all web pages served by the OARS Server are served using 128-bit Secure Socket Layer (SSL) technology, such that the information passed between the user's computer and the OARS Server is encrypted in both directions.
3. Licensor shall on an as-needed basis install all known security updates onto the OARS Server.
4. Licensor shall employ a firewall to further secure the OARS Server by closing all ports not needed by users and system administrators.
5. Except as required by law, or compelled by a court order, Licensor shall not provide any personally identifiable data stored on the OARS server to any third party without the written consent of Licensee.

Licensee acknowledges that the only completely secure system would be one to which no one has access. Licensee has chosen to allow Licensor to host the OARS software, to import student and teacher information into OARS, and to serve it over the Internet, with full understanding of the attendant risks.

Licensee assumes all responsibility for establishing policies for allowing users access to OARS, what access privileges those users shall have, and when and how passwords should be changed.

Except as otherwise required by law, Licensee agrees to maintain in confidence any and all proprietary information of Licensor disclosed to it, directly or indirectly, in connection with this Agreement ("Proprietary Information"). Proprietary Information includes the specifications, design, features, operation and functional attributes of the OARS Software, report formats, services, pricing and other terms of this Agreement and its Exhibits A, B, C, D and E, and all other information related to the business and plans of Licensor. Proprietary Information does not include any information made public by Licensor through its web site or other promotional materials.

Except as otherwise required by law, Licensee shall hold Proprietary Information in confidence for a period of five (5) years from the date of receipt thereof and may only disclose Proprietary Information on a "need-to-know" basis to employees, officers and directors of Licensee and only provided that all such individuals are informed of, and bound by, equivalent obligations to maintain such Proprietary Information in confidence.

Licensee understands and agrees that the confidentiality obligations of this Section XI shall survive any termination of this Agreement.

## **XII. GENERAL PROVISIONS**

1. Governing Law. The validity, interpretation and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California.
2. Force Majeure. Licensor shall not be held in default of any of its obligations in the event that its performance hereunder is delayed or prevented by causes beyond its control, including, but not limited to, acts of God, war, earthquake, flood, fire, utility or transmission failures, sabotage, labor disputes, riots or other acts of civil disobedience.
3. Waiver. No waiver by either party of any default under or breach of this Agreement shall be deemed a waiver of any subsequent default or breach of the same or other provisions of this Agreement.
4. Section Headings. Section headings are for the convenience of the parties to this Agreement only, and do not form part of the terms and conditions hereof.
5. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties to this Agreement, and supersedes all prior understandings, agreements and communications, written or oral, between the parties. Moreover, this Agreement may only be amended by written amendment executed by both parties to this Agreement. In the event that Licensee attaches this Agreement to or references it in any Purchase Order, Contract, or similar document that contains terms and conditions in conflict with this Agreement, Licensee irrevocably agrees that all rights and obligations of Licensor and Licensee in connection with this Agreement are determined solely by the terms and conditions herein.
6. Severability of Provisions. In the event that any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, void or unenforceable, such provision or the application thereof shall be deemed stricken and not part of this Agreement so that the remaining portions of this Agreement can be given effect without the invalid void or unenforceable provision or application and to this end, the provisions of this Agreement are severable.
7. Arbitration. Any and all disputes, controversies or differences which may arise under the terms of this Agreement shall be settled by arbitration in the City of Los Angeles, State of California, in accordance with the rules of the American Arbitration Association then existing, and any such award as rendered by the Arbitrator(s) shall be final and binding upon the parties hereto and enforceable by any court of competent jurisdiction.

8. Notices. Any notices permitted or required under this Agreement shall be in writing and shall be sent or delivered to the receiving party at the addresses set forth below, or to such other person, or at such other address as either party may from time to time designate in writing:

a. To Licensee: Please refer to Exhibit A.

b. To Licensor: Axel Shalson, President, Red Schoolhouse Software, 3607 Seneca Avenue, Los Angeles, CA 90039.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

LICENSOR:

Dated: \_\_\_\_\_  
Axel Shalson  
President  
RED SCHOOLHOUSE SOFTWARE

LICENSEE:

Dated: \_\_\_\_\_  
Name:  
Title:  
SAN YSIDRO SCHOOL DISTRICT

## Software License Agreement - Exhibit A

**Licensee:** San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

**Contact for Notices:** Mr. Tony Hua, Director of Intervention-Support Services

**License Term:** Effective Date through June 30, 2017

**Licensed Uses:** Local Assessment Module (Unlimited Assessments)  
ScanOARS Plain-Paper Scanning Module  
State Assessment Module (STAR, CELDT and CAHSEE)  
INSPECT Item Bank Module  
Online Assessment Module (With INSPECT)

**On-site Training:** Training is available for \$1500/day plus reasonable travel expenses.

**License Fees:** Please see next page.

**Payment Terms:** Please see next page.

Licensee's Initials: \_\_\_\_\_

Licensor's Initials: \_\_\_\_\_

**License Fees and Payment Terms**

**Year 1 (Effective Date through June 30, 2017)**

<b>Category</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total</b>
Setup and Maintenance Fee	\$3,000.00	n/a	\$3,000.00
OARS Student License Fee	\$2.75	4840	\$13,310.00
INSPECT License Fee	\$1.50	4840	\$7,260.00
Physical Fitness Test Module	\$0.20	1120	\$224.00
<b>Total</b>			<b>\$23,794.00</b>

**Full payment for Year 1 shall be due within 30 days of the Effective Date.**

Licensee's Initials: \_\_\_\_\_ Licensor's Initials: \_\_\_\_\_

## SOFTWARE LICENSE AGREEMENT - EXHIBIT B

### OARS SYSTEM SPECIFICATIONS

The Online Assessment Reporting System (OARS) is a powerful web-based software package useful to teachers, school and district administrators, and instructional support personnel. The OARS system specifications include:

#### I. SOFTWARE FEATURES

OARS is comprised primarily of following modules:

1. The **Local Assessment Module** allows districts to implement in OARS assessments that they have developed themselves or that they have purchased.
2. The **State Assessment Module** currently allows districts to view and analyze results from the California Standards Test (CST), the California Achievement Test (CAT-6), the California English Language Development Test (CELDT) and the California High School Exit Exam (CAHSEE).
3. **INSPECT** is an optional module that provides users access to a library of standards-aligned multiple-choice questions from which they can build their own assessments.
4. **ScanOARS** is the proprietary plain-paper scanning module that facilitates collection of data from printed answer sheets, and transmission of that data to the OARS Server for analysis with the Local Assessment Module.
5. The **Online Assessment Module** allows districts to administer assessments to students directly through OARS, by loading the questions and answers from those assessments directly into the software.
6. The **Online Report Card Module** is an optional module that allows districts to implement in OARS an electronic version of their paper-based report card. This module is extremely flexible, and supports configuration of “standards-based” Report Cards.

## II. SUPPORTED LOCAL ASSESSMENTS

OARS supports many different assessments, including district-developed assessments, or those provided with a publisher materials, including:

1. **Library Assessments.** Licensor maintains a list of publisher assessments available for implementation in OARS. Licensee may implement an unlimited number of Library Assessments in its database. To request a Library assessment, Licensee should send an email to [support@redschothouse.com](mailto:support@redschothouse.com). Licensor will load Library Assessments in their original format for Licensee with three (3) business days of receipt of the request.
2. **User-created Assessments.** Users can create their own assessments in OARS using the Key Editor feature, or using the INSPECT Item Bank.

## III. OPTIONS FOR DATA COLLECTION

All types of assessments described in Section II above can be reported using either one or more of the following approaches:

1. **Manual Entry:** the user reports results from an assessment directly into the OARS website, through a web reporting form.
2. **ScanOARS:** the user prints answer sheets in the OARS website, then administers the assessment to students. The answer sheets are then scanned using ScanOARS and the results are transmitted to the OARS Server.
3. **Online Assessment:** students take the assessment online through OARS. The students' answers are scored automatically, and all reports are populated from the results.
4. **Scan and Upload:** assessments are administered to students on district-provided scannable forms. Once completed, the forms are scanned at the district, and the resulting raw data file is uploaded into OARS through a simple web administration utility. THIS OPTION MAY REQUIRE ADDITIONAL PROGRAMMING AND CUSTOMIZATION BY LICENSOR, AND COULD RESULT IN ADDITIONAL FEES.

#### IV. TECHNICAL REQUIREMENTS

For the best user experience, Licensor recommends that Licensee only use computers that meet the specifications listed below.

1. **For the OARS Website/Web Application:**

- a. **Web Browser:** OARS is compatible with Firefox 5.0 and higher (Windows and Mac), Chrome 41.0 and higher (Windows and Mac), Internet Explorer 9.0 and higher (Windows Only), and Safari 5.0 and higher (Mac Only). LICENSOR RESERVES THE RIGHT TO UPDATE BROWSER REQUIREMENTS AS NEW BROWSERS ARE RELEASED, AND AS NEW FEATURES ARE IMPLEMENTED IN OARS.
- b. **Operating System:** The OARS website will operate correctly on any computer that can run one of the supported Web Browsers listed above.
- c. **Javascript:** Javascript must be enabled on the user's computer in order for users to take advantage of some software features.
- d. **PDF Reader:** Adobe Reader 9.0 or higher must be installed on the user's computer in order for users to create Report Cards and assessment reports in Adobe PDF format. On a Macintosh, users are advised to use the built in "Preview" application instead of Adobe Reader.
- e. **Screen Resolution:** A screen resolution of at least 1024 x 768 is required for optimal viewing of the OARS website.

2. **For the ScanOARS Client Application:**

- a. **Operating System:** ScanOARS is supported on Windows XP, Windows Vista, and Windows 7. Both Home and Professional Versions are supported.
- b. **Mac OS X NOT Supported:** ScanOARS is not supported on any version of the Mac OS X operating system. Some users have reported success in using virtualization software like VMWare or Parallels to run Windows on a Macintosh computer, but such use has not been extensively tested by Licensor, and is not officially supported.
- c. **Computer Specifications:** ScanOARS makes heavy use of RAM and operates best with a fast processor. For best results, a processor running at 2 Ghz or faster, and 4 Gb of RAM are recommended. Running ScanOARS with less memory, or with a slower processor may result in

application crashes. Quitting open applications and restarting the computer regularly may alleviate this problem.

## V. SCANNER SPECIFICATIONS FOR SCANOARS

For best results, Licensor recommends exclusive use of a Supported Scanner, as described below.

1. **Currently Available Supported Scanners:** The following scanners, made by Brother International, are fully supported for use with ScanOARS: DCP-8080DN, DCP-8085DN, MFC-8480DN, MFC-8890DW. These models may be replaced from time to time by the manufacturer with new versions. Licensor maintains a list of supported scanners and will provide it to Licensee upon request.
2. **Discontinued Supported Scanners:** The following discontinued scanners, made by Brother International, are fully supported for use with ScanOARS: DCP-8060, DCP-8065DN, DCP-8080, MFC-8460N, MFC-8860DN.
3. **Options for using Unsupported Scanners:** ScanOARS communicates with scanners using a standard TWAIN interface. Some users have reported success using ScanOARS with scanners that are not officially supported, however, such use of ScanOARS is not recommended or supported by Licensor.
4. **Fujitsu Scanners:** Some users have attempted to use certain Fujitsu scanners with ScanOARS, with mixed results. Some users have reported that ScanOARS fails to pick up a significant number of marks when scanned with a Fujitsu scanner. LICENSOR STRONGLY RECOMMENDS AGAINST USING FUJITSU BRAND SCANNERS WITH SCANOARS.

## VI. SYSTEM SECURITY

For implementations of OARS hosted on servers owned or leased by Red Schoolhouse Software, the following security measures are currently implemented:

1. **Physical Security:** The servers upon which the software is installed are housed at a reputable, secure server hosting facility.
2. **Firewall Access:** A firewall limits access to the servers upon which OARS is installed. Only Ports 80 (Web), (Secure Web), and 22 (SSH/SFTP) are available to users on the Internet.
3. **Server Configuration:** The servers upon which OARS is installed are patched regularly with security updates as such patches are made available, and as security exploits are identified.

4. **SSL Encryption:** OARS uses a 128-bit or greater Secure Socket Layer (SSL) certificate from a valid and reputable Certificate Authority to encrypt all web pages served from the OARS web server.

## SOFTWARE LICENSE AGREEMENT - EXHIBIT C

### INSPECT SPECIFICATIONS

The INSPECT item bank is composed of questions written specifically to access the California Content Standards, as well as the Common Core State Standards. Professional item writers across California focus on writing quality items that have content accuracy, meet grade level standards, and span three difficulty levels. Items include clear rationale for why a student would pick each wrong answer. For this reason, all wrong answers are created based upon the most likely cognitive disconnect in learning. Rigorous field-testing and item analyses are conducted to ensure the quality of each item in the INSPECT<sup>®</sup> test bank.

Several steps are taken to ensure the reliability and validity of each INSPECT<sup>®</sup> item. This level of quality control begins with the initial writing of items and continues well after each item has been administered. Treatment of these issues include quantitative and statistical approaches.

The publisher's first efforts at establishing validity are centered around content validity. This is sometimes referred to as content definition (Messick, 1989) and is critical for score interpretation and item response validation (Haladyna, 1999). The best way to establish content validity is through the use of expert judges. For each INSPECT<sup>®</sup> item, up to three content experts judge whether or not a particular item is aligned to the standard. In addition to standard alignment, the level of difficulty (low, medium, and high), as well as standard isolation is assessed. Each item requires full consensus as to the accuracy of the standard alignment, difficulty, and isolation before it makes it into the item bank. In addition to having content experts review each item, focus groups with grade level teams of teachers are regularly conducted. Information from these teams are compiled and used to modify problem items or other areas of concern.

## SOFTWARE LICENSE AGREEMENT - EXHIBIT D

### OARS IMPLEMENTATION

#### I. REQUIRED INFORMATION

Before Licensee can begin using the Licensed Software, it must provide Licensor with the following:

1. Data Fields and Field Definitions. Licensee must provide Licensor with a complete list of school, teacher and student data fields (“Data Fields”) and their associated definitions (“Field Definitions”) as described in Exhibit E.
2. Local Assessment Module Information. If the implementation of OARS includes the Local Assessment Module, Licensee must provide Licensor with all necessary information to configure this module in OARS prior to activation of the software. Such information must be provided at least TEN (10) business days before Licensee intends to use this module.
3. Online Report Card Module Information. If the implementation of OARS includes the Online Report Card Module, Licensee must provide Licensor with all necessary information to configure this module in OARS prior to activation of the software. Such information must be provided at least FORTY (40) business days before Licensee intends to use this module.
4. Initial Data Extract. Licensee must provide to Licensor an extract of school, teacher and student data from its Student Information System (“Data Extract”) as described in Exhibit E.
5. State Assessment Results. If Licensee desires to take advantage of reporting options for State Assessments, it must provide Licensor with all STAR, CELDT, and CAHSEE data files in their original formats. (Fixed length, not tab-delimited, versions of CELDT files must be provided.) Licensor will load STAR and CELDT data back to 2002-03, and CAHSEE data back to 2004-05.

#### II. SOFTWARE CONFIGURATION AND ACTIVATION

Licensor will configure and activate the OARS software within TEN (10) business days of receipt of all required information described in Section I of this Exhibit D.

### **III. MANUAL DATA EXTRACT UPDATES**

Licensee has the option to submit Data Extracts to Licensor for manual processing, subject to the following conditions:

1. Licensee will provide updated Data Extracts on a schedule to be agreed to between Licensor and Licensee, but not to exceed twice per month. If there have been no changes to the names or location codes of schools in Licensee's district, the school files may be omitted from the periodic Data Extract. All Data Extracts, both initial and subsequent updates, should always be provided in the same format as described in Exhibit E.
2. To the extent practicable, Licensor will load the periodic Data Extract into the OARS Software within 2 (two) days of receipt.
3. If applicable to this Agreement, additional details about periodic data extracts may be found in Exhibit A.

### **IV. AUTOMATED DATA EXTRACT UPDATES**

Licensee has the option to submit Data Extracts using its own automated mechanism that results in the Data Extract being placed on Red Schoolhouse Software's SFTP Server. Licensor will in turn develop a customized script that processes the Data Extract each night, and loads the most recent file available into OARS. Requirements for implementation of this automated process include:

1. Data Extract files must conform to the requirements described in Exhibit E.
2. Data Extract files must not vary in format or layout without prior approval from Licensor. This includes addition, deletion, or movement of allowed data fields.
3. It shall be Licensee's responsibility to ensure that the Data Extracts it transmits are complete, accurate, and in the right format.
4. Licensor shall not be responsible for inaccurate student and teacher rosters appearing in OARS as a result of any errors in the Data Extract file.

## SOFTWARE LICENSE AGREEMENT - EXHIBIT E

### DATA FIELDS, FIELD DEFINITIONS, AND DATA EXTRACTS

#### I. DATA FIELDS

Listed below are the Data Fields to be included in all Data Extracts provided by Licensee. If possible, data should be provided in a single file, following the format below

1. **School Location Code (District-assigned)**
2. CDS Code (State-assigned)
3. **School Name**
4. **Local Student ID (District-assigned)**
5. SSIS ID (State-assigned)
6. **Student First Name**
7. **Student Last Name**
8. **Teacher ID**
9. **Period Number \***
10. Section ID \*
11. **Teacher First Name**
12. **Teacher Last Name**
13. Course Name \*
14. Department Name \*
15. Term (e.g. Fall, Spring, Q1, etc.) \*
16. **Grade**
17. Track
18. Gender
19. Race
20. Hispanic (Y/N)
21. Ethnicity
22. Reporting Ethnicity
23. Instructional Program (e.g. English Immersion, Mainstream, etc.)
24. Language Proficiency (e.g. EO, IFEP, RFEP, LEP or ELL.)
25. CELDT Level
26. Special Education Placement (Up to four fields available.)
27. Gifted Designation
28. Title I Designation
29. Migrant Status
30. Optional Fields (Up to five fields available.)
31. Numeric Fields, e.g. Days Absent, Tardies, Suspensions, etc. (Up to five.)
32. Date Fields, e.g. DOB, Reclassification Date, US Entry, etc. (Up to five.)

All **Bold Fields** are required.

Fields identified with an asterisk (\*) may only apply to secondary students.

Date fields should be provided in the format 'YYYY-MM-DD'.

## II. FIELD DEFINITIONS

For each Data Field listed above, Licensee must provide Licensor with the following Field Definitions:

1. Field Name
2. Field Length
3. Possible Field Values
4. Associated Field Labels

The example below uses “Gender” to illustrate the Field Definition information required:

Field Name	Field Length	Value	Label
Gender	1 character	M	Male
		F	Female

## III. DATA EXTRACTS

Licensee should provide the initial Data Extract to Licensor in the format described in Section I above. If providing the files in such a format is not possible or cannot be easily accomplished, Licensee should inform Licensor as soon as possible so that alternative arrangements can be made.

The format of all subsequent Data Extracts, whether sent manually or through an automated process, should match the format of the initial Data Extract. Data Extracts can be provided in tab-delimited (.txt or .tab), Comma Separated Value (.csv), or Microsoft Excel (.xls) format.

**PLEASE NOTE:** Any variation in the field order or file format of a Data Extract may result in delays in loading and activating the Data Extract in OARS.

## IV. TRANSMISSION OF DATA EXTRACTS

Data extracts can be transmitted to Licensor in the following way:

Via the Secure FTP (SFTP) protocol, which uses Secure Shell (SSH) to encrypt transmission of data. (Licensee should request a Secure FTP user account from Licensor.)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Maintenance, Operations, Transportation & Facilities  
Victor H. Guzman, Director

**AGENDA ITEM:** AGREEMENT WITH MARSAFETY COMPLIANCE SERVICES

**BACKGROUND INFORMATION:**

MarSafety Compliance Services will provide training to employees who will be applying pesticides during the year. The course is mandatory for certification of individuals that are pesticide handlers. The training will help ensure that District staff have the knowledge of how to respond to any pest management related emergency. The course also includes the Heat Illness Prevention and Hazard Communication training. Five employees within the grounds department will partake in this five-hour course.

Participants will learn the following:

- Routine and emergency decontamination exposures
- Appropriate safety equipment
- Environmental concerns
- Health hazards including chronic health effects
- Proper labeling of pesticide products

**RECOMMENDATION:**

Approve the agreement with MarSafety Compliance Services to provide a mandatory annual pesticide compliance course for staff: Daniel Camberos, Ernesto Marquez, Jose Aguayo, Moises Camberos, and Jorge Barriga at a cost of \$650.00 from the general fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *July*

Financial Implications?

Are funds for this item available in the 2016-2017 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:**

  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 24th day of June, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

MarSafety Compliance Services (858) 292-6295  
Company/Consultant Telephone Number

P. O. Box 81566, San Diego, CA 92138  
Address Email

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

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

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

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

**1.2 TERM**

Initial Term:

From: July 1, 2016 To: June 30, 2017

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

### 2.2 PAYMENTS

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

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

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

### 4.2 COORDINATION OF SERVICES

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

### 4.3 STANDARD OF CARE:

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

### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such directi

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

## 4.5 LAWS AND REGULATIONS

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

## 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

## 4.7 INSURANCE

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

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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## Additional Insured Status

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

## Primary Coverage

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

## Notice of Cancellation

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

## Waiver of Subrogation

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

## Deductibles and Self-Insured Retentions

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

## Acceptability of Insurers

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

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

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

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

## Verification of Coverage

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

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

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

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

## 5.8 AMENDMENTS

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

## 5.9 SEVERABILITY

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

## 5.10 GOVERNING LAW

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

## 5.11 CONFLICT OF INTEREST

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

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

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

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

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

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 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

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

<b>CONSULTANT:</b>	MarSafety Compliance Services
Name:	Alicia Mariscal
Title:	
Address:	P.O. Box 81566
City/State/Zip code:	San Diego, CA 92138
Telephone:	(858) 292-6295 / Fax (619) 241-2438 / www.marsafety.com
Email:	

<b>DISTRICT:</b>	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Victor H. Guzman
Title:	Deputy Superintendent	Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3065
Email:	arturo.macias@sysd.k12.ca.us	victor.guzman@sysd.k12.ca.us

### 6 ENTIRE AGREEMENT

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

### 7 WARRANTY OF AUTHORITY:

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

#### CONSULTANT

#### DISTRICT

MARSAFETY COMPLIANCE SERVICES

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date:

Date

Phone Number

Board Approved

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

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

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subConsultant, 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.

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

Consultant shall certify in writing to the District 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.

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.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

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



*"Compliance and Safety Through Education"*

May 19, 2016

Mr. Victor Guzman,  
Director of Maintenance  
San Ysidro School District  
4350 Otay Mesa Road  
San Diego, California 92173

Dear Mr. Guzman:

MarSafety Compliance Services appreciates this opportunity to propose to provide the following professional training services to your maintenance personnel:

1. Update and implement a Pesticide Safety Training Program.  
Train pesticide handlers in General Pesticide Safety as required by Title 3 CCR § 6724 (*required for handlers annually*). Hazards of Pesticides; Routes by which pesticides enter the body; Emergency first aid for pesticide overexposure; How to obtain emergency medical care; Routine and emergency decontamination procedures including spill clean up; Personal protective equipment; Safety requirements and procedures, including engineering controls; Handling, transportation, storing and disposing of pesticides; Environmental concerns; Warnings about taking pesticides home; Employee rights; Provide chemical-specific training (required annually and when new chemicals are introduced) which include product label format and meaning of information about human health hazards contained therein, acute and chronic health effects, delayed effects and sensitization as identified in product labeling, Safety Data Sheet (SDS), Pesticide Safety Information Series (PSIS) and other sources.
2. Train employees on Heat Illness Prevention in accordance with Title 8, Sec. 3395 and Title 3, Sec. 6724
3. Train employees on Hazard Communication in accordance with Title 3, Sec. 6723
4. Offer hours of Continuing Education Credits for any QAC/QAL/PCA for time attended (5 Hrs. max)
5. Provide all necessary documentation.

The fee for the full program is \$650.00. Total maximum time required 5.0 hours.

I strongly believe that MarSafety Compliance Services has the capabilities and experience required to provide excellent service under this contract.

Please do not hesitate to call if you have any questions or if you need further explanation about the services mentioned in this proposal.

Best regards,

Alicia Mariscal

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services & District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** MICHAEL BAKER SERVICES TO ASSIST WITH DEL SOL BOULEVARD  
PROJECT CLOSING

**BACKGROUND INFORMATION:**

The District is working on finalizing the Del Sol Blvd. Extension Project reimbursement from the City of San Diego. In order for the District to receive the final reimbursement payment in the amount of \$582,777.00 additional information is required. Michael Baker (previously RBF) assisted the District with the Del Sol Blvd. Project and is presently assisting with the Vernal Pool Mitigation Project. They are familiar with the history of this project and have agreed to assist the District with some of the items that the City of San Diego requested on their letter dated January 29, 2015.

The costs implications for Michael Baker's services range from \$150.00 to \$215.00 per hour. The not to exceed total is \$20,000.00.

**RECOMMENDATION:**

Approve/Ratify the services provided by Michael Baker, Inc. to assist with the closing of the Del Sol Blvd. Extension Project in an amount not to exceed \$20,000.00 from the building fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: July

Financial Implications?      Are funds for this item available in the 2015-2016 Budget?

Yes     No

Yes     No

Requisition #

169

\$20,000

(Amount)

Building Fund

(Name of funding source and/or location)

2110-9010000-0000-8500-5800-010-071

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**12B.10**



# San Ysidro School District

*"Quality education and opportunity  
for all students to succeed."*

## Governing Board

Marcos A. Diaz, President  
Rodolfo Linares, Vice-President  
Steven Kinney, Clerk  
Antonio Martinez, Member  
Rosaleah Pallasigue, Member

**Julio Fonseca, Ed.D.**  
Superintendent

**Jose Arturo Sanchez Macias**  
Deputy Superintendent

June 21, 2016

## LETTER OF AUTHORIZATION

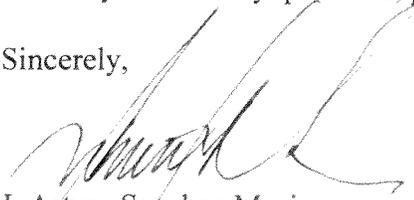
RE: Reimbursement Agreement with City of San Diego  
Del Sol Boulevard Extension

The District received a letter from the City of San Diego regarding pending obligations the District was required to comply in order to receive the final reimbursement for the Del Sol Blvd. Extension Project in the amount of \$582,777.

In an effort to resolve this situation that was left pending from the previous administration and to obtain information necessary to finalize these obligations, it was necessary to request the assistance of Michael Baker Inc. (formerly RBF). The staff at Michael Baker was involved in the original project and is knowledgeable of the history on this project. Michael Baker was authorized to assist with the closing of the project at a not to exceed cost of \$20,000. Michael Baker will report to the District and will notify when project items are complete.

Enclosed for your reference is a copy of the letter from the City of San Diego dated January 29, 2015. Should you have any questions, please contact the Deputy Superintendent at (619) 428-4476.

Sincerely,

  
J. Arturo Sanchez Macias  
Deputy Superintendent

Enclosure



THE CITY OF SAN DIEGO

January 29, 2015

San Ysidro School District  
Attn: Assistant Superintendent of Business Services  
9485 Aero Drive  
San Diego, CA 92123

Re: Performance of District Obligations under Reimbursement Agreement between the City of San Diego and the San Ysidro School District for a Portion of Project No. T-4.3, Del Sol Boulevard – (Central) in the Otay Mesa Community Planning Area

Dear Ms. Whittington:

On February 24, 2012, the San Ysidro School District and the City of San Diego entered into the subject reimbursement agreement for the construction of Del Sol Boulevard along the frontage of Vista Del Mar Elementary School ("Project"). The agreement provides the terms under which the School District will be reimbursed for approved costs up to \$4,848,892. As of this date, the City of San Diego has reviewed, approved, and reimbursed expenses totaling \$4,266,115 leaving a balance of \$582,777 in potential reimbursements to the School District upon verification of costs.

In order to move forward with completing this Project under the reimbursement agreement, the following items need to be completed:

1. Certification and acceptance of the placement of the survey monuments
2. Separation of the street parkway irrigation system from the north slope irrigation
3. Acceptance of the re-vegetation of the north slope
4. Certification from the Landscape Architect stating that the landscape and re-vegetation have been placed per the construction plans
5. Acceptance from the City Geologist of the Final As-Graded Soils Report
6. Performance and completion of project final walk with Field Engineering
7. Completion of the As-Built process

The City has attempted to contact the District over the past year via email regarding the completion of these items, but has not received any response. Under the terms of the reimbursement agreement, the Project was required to be completed by May 2012. Please contact me no later than March 1, 2015 to provide the following:

1. Status of all of the seven (7) outstanding items that are noted above
2. An updated project schedule including the Completion Date and the anticipated date for City Approval of the Project (Exhibit E)

3. Date by which the School District will provide the necessary documentation to seek the remaining balance of \$582,777, if additional reimbursement is desired.

Sincerely,



Frank January  
Facilities Financing Project Manager

FVJ

cc: Heidi Vonblum, Office of the City Attorney  
Scott Mercer, Planning  
Rick Skinner, Public Works – Engineering

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** AGREEMENT WITH DANNIS WOLIVER KELLEY, A PROFESSIONAL CORPORATION FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES

**BACKGROUND INFORMATION:**

The District desires to retain Dannis Woliver Kelley, a professional corporation to perform services of Bond Counsel and Disclosure Counsel on the execution and delivery of 2016 Refunding Certificates of Participation (Refunding COPs) and to provide advice related to the issuance of bonds and the expenditure of proceeds thereof.

Payment of all fees is contingent on the successful issuance of the Refunding COPs and shall not be due and owing unless and until Refunding COPs are issued, and shall be paid or reimbursed from bond proceeds.

2016 Refunding Certificates of Participation:

\$45,000 Bond Counsel Services  
\$20,000 Disclosure Counsel Services  
Out-of-pocket expenses - not to exceed \$2,500

Other services or if services terminated:

Attorney \$300/hour  
Paralegals \$150/hour

**RECOMMENDATIONS:**

Approve/Ratify the agreement with Dannis Woliver Kelley, a Professional Corporation for Bond Counsel and Disclosure Counsel Services. Services to be paid from 2016 Refunding Certificates of Participation bond proceeds.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:**   *pay*  

Financial Implications?

Yes     No

Are funds for this item included in the 2016-17 Budget?

Yes     No

Requisition # from PeopleSoft:

ESTIMATED AT

**\$67,500**

(Amount)

**Bond Proceeds**

(Name of funding source and/or location)

--

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**12B.11**

## AGREEMENT FOR PROFESSIONAL SERVICES

### SAN YSIDRO SCHOOL DISTRICT

This Agreement is made and entered into on June 23, 2016, by and between San Ysidro School District, hereinafter referred to as "District," and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as "Attorney."

District desires to retain Attorney to provide legal services associated with the execution and delivery of the District's 2016 Refunding Certificates of Participation (the "Refunding COPs"); and, in consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

#### **A. SCOPE OF WORK AND PAYMENT**

District appoints Attorney to represent, advise, and counsel it in connection with the District's execution and delivery of the Refunding COPs ("Bond Services") as more specifically described in **Attachment A** hereto, and incorporated herein by reference. Attorney may represent District in other legal matters and provide other services as desired pursuant to a separate Agreement for Professional Services. Bond Services shall be compensated in the manner described in **Attachment A**.

The District hereby ratifies and approves the performance of Bond Services rendered prior to the date of this Agreement.

#### **B. TERM AND TERMINATION**

1. Term. This Agreement shall expire upon the earlier of the execution and delivery of Refunding COPs at closing, or as provided in subsections (2) below.

2. Termination of Attorney. District may terminate DWK without cause upon 30 days' written notice to Attorney; provided, however, that if District terminates these services after Attorney has rendered Bond Services, then District shall pay Attorney for services rendered, at the rate of \$300 per hour for attorneys and \$120 per hour for paralegals, plus DWK's out-of-pocket expenses.

#### **C. OTHER PROVISIONS**

1. Malpractice Coverage. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

2. Performance of Obligations. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement.

3. Independent Contractor. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

4. Use of Subconsultants/SubContractors. Attorney uses the services of legal sub-consultants and independent contractors from time to time on finance transactions, including federal taxation specialists, which costs are paid in full by Attorney without additional expense to District. District consents to the use of such sub-consultants or independent contractors at Attorney's discretion.

5. Conflicts of Interest. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs, and bond underwriters on an occasional basis, conflicts of interest may arise in the course of Attorney's representation. Attorney hereby notifies District pursuant to Rule 3-310(B)(1) of the California Rules of Professional Conduct for Attorneys that it has represented the firm of RBC Capital Markets, LLC ("RBC") as underwriter's counsel on transactions for other school districts. Attorney is not general counsel to RBC nor does Attorney provide general legal or liability advice to RBC outside of advice concerning underwriter due diligence on specific bond financings for other school districts in California. Attorney will not provide any advice to RBC in the course of representation of District in the described transactions and does not believe that this representation will interfere with its advocacy of District in the contemplated transactions. If Attorney becomes aware of any actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

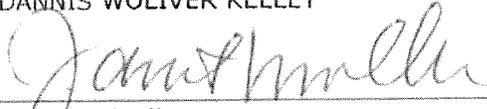
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SAN YSIDRO SCHOOL DISTRICT

\_\_\_\_\_  
J. Arturo Sanchez-Macias  
Deputy Superintendent

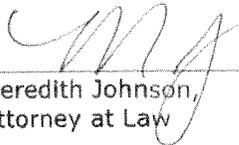
\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Janet L. Mueller  
Attorney at Law

6-15-16  
\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Meredith Johnson,  
Attorney at Law

6-15-16  
\_\_\_\_\_  
Date

**ATTACHMENT "A" –SCOPE OF WORK AND FEES**

**SAN YSIDRO SCHOOL DISTRICT**

**I. SCOPE OF WORK**

Attorney shall provide the following Bond Services to District associated with the execution and delivery of the District's 2016 Refunding Certificates of Participation (the "Refunding COPs").

**A. COP Issuance Services**

COP Issuance Services have two service components: Bond Counsel Services and Disclosure Counsel Services.

1. Bond Counsel Services. Services relating to the execution and delivery of the Refunding COPs will include the following:
  - a. Consult with the District and its staff and the District's financial advisor concerning the Refunding COPs and the timing, terms and structure of the offering, including research on structure options as needed;
  - b. Prepare resolutions and all other legal documents that are necessary for the authorization, execution and delivery of the Refunding COPs;
  - c. Preparation of the proceedings for the sale of the COPs by negotiated sale pursuant to a bond purchase agreement;
  - d. Assist in obtaining title insurance and other insurance coverage required for land and buildings to secure repayment of the COPs;
  - e. Attend one (1) in-person meeting of the District governing board and with the District's financial advisor and other consultants regarding execution and delivery of the Refunding COPs, as needed or requested; and coordinate the finance team as necessary for the review of documents and finance plans; and
  - g. Prepare the final COPs and closing documents; organize and conduct the bond closing; render a final legal opinion at the time of delivery of and receipt of payment for the Refunding COPs; and review post-closing legal compliance requirements with the District.
2. Disclosure Counsel Services. Services to assure compliance of the Refunding COPs with federal securities laws ("Disclosure Counsel Services") will include the following:
  - a. Prepare the Preliminary Official Statement, the final Official Statement, and continuing disclosure certificate which accompanies the latter, for use in marketing and selling the Refunding COPs;
  - b. Deliver a disclosure counsel opinion at closing; and
  - c. Review of continuing disclosure filing status pursuant to MSRB Rule 15c2-12.

## **II. FEES**

### **A. Bond Counsel Services**

Bond Counsel Services shall be at a set fee of \$45,000, plus reimbursement of actual expenses of not to exceed \$2,500 per transaction. Fees shall not be due and owing unless and until Refunding COPs are issued, and shall be paid or reimbursed from bond proceeds.

### **B. Disclosure Counsel Services**

Disclosure Counsel Services shall be compensated at a set fee of \$20,000 per transaction. Fees shall not be due and owing unless and until Refunding COPs are issued, and shall be paid or reimbursed from bond proceeds.

## **III. EXCLUDED SERVICES**

The following additional services are excluded from the Scope of Work and are subject to the payment provisions on an hourly basis or as otherwise agreed by the Parties in writing. These include:

- a. Questions related to bonds and COPs outstanding prior to the date of Attorney's engagement by the District;
- b. Post-closing legal advice requiring significant legal research;
- b. Capital project planning, implementation, construction, and litigation;
- c. Applications for Private Letter Rulings from the IRS;
- d. Negotiation of investment contracts;
- e. In-person participation in rating agency meetings or bond insurance agencies outside California; and
- f. Excluded expenses enumerated in the Professional Services Agreement.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** EMERGENCY PREPAREDNESS GROUP, INC. AGREEMENT

**BACKGROUND INFORMATION:**

The goal of Emergency Preparedness Group Inc. (EPG) is to ensure the safety and security of all educational stakeholders. Through a series of customized workshops staff, students and parents will be trained in various areas of emergency readiness from natural disasters to cyber bullying. EPG brings a myriad of ideas, backgrounds and experiences to share with the District. EPG will assist the District with: ■ Coordinating a District-wide radio communication system. ■ Update the Comprehensive School Safety Plan and Emergency Operation Plan (SB187) for each school and District office (electronic version). ■ Assist with developing a centralized command center at the District office. ■ Update training to identified school site personnel that includes School Emergency Response Team members. ■ Two drills at each school site. ■ Assist with developing Safe Routes to School Program. ■ Assist with developing a roving security position. It is the District's intent to improve the security and safety of our most valued asset our students and staff.

The cost implications are as follows:

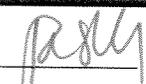
Professional Services \$48,250.00 (Includes all travel expenses, mileage, materials and binders.)

Annual Maintenance Fee \$19,500 (effective July 1, 2017 and thereafter)

**RECOMMENDATION:**

Approve the agreement with Emergency Preparedness Group, Inc. in the amount of \$48,250.00 for 2016-17 from supplemental and concentration funds.

---

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item included in the 2014-2015 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; padding: 2px; text-align: center;">N/A</div>
<div style="border: 1px solid black; padding: 2px; text-align: center;">\$48,250.00 (Amount)</div>	<div style="border: 1px solid black; padding: 2px; text-align: center;">Supplemental and Concentration (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 2px; text-align: center;">(Funding account number)</div>

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

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

Emergency Preparedness Group, Inc.

Company/Consultant

(714) 584-8173

Telephone Number

1439 W. Chapman Ave., Suite #68, Orange, CA 92868

Address

jortega@epgroup.org

Email

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

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

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

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

**1.2 TERM**

Initial Term:

From: July 1, 2016

To: June 30, 2017

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

### 2.2 PAYMENTS

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

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

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

### 4.2 COORDINATION OF SERVICES

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

### 4.3 STANDARD OF CARE:

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

### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

### 4.5 LAWS AND REGULATIONS

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

### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

### 4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any 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 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)**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct**: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## Additional Insured Status

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

## Primary Coverage

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

## Notice of Cancellation

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

## Waiver of Subrogation

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

## Deductibles and Self-Insured Retentions

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

## Acceptability of Insurers

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

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

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

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

## Verification of Coverage

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

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

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

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

## 5.8 AMENDMENTS

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

## 5.9 SEVERABILITY

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

## 5.10 GOVERNING LAW

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

## 5.11 CONFLICT OF INTEREST

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

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

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

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

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

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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**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**

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

<b>CONSULTANT:</b>	Emergency Preparedness Group, Inc.
Name:	John Ortega
Title:	President
Address:	1439 W. Chapman Ave., Suite 68
City/State/Zip code:	Orange, CA 92868
Telephone:	(714) 584-8176
Email:	jortega@epgroup.org

<b>DISTRICT:</b>	San Ysidro School District
Name:	J. Arturo Sanchez Macias
Title:	Deputy Superintendent
Address:	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173
Telephone:	(619) 428-4476
Email:	arturo.macias@sysd.k12.ca.us

**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

Emergency Preparedness Group, Inc.  
 \_\_\_\_\_  
 Firm Name

SAN YSIDRO SCHOOL DISTRICT  
 \_\_\_\_\_  
 Firm Name

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

Signature  
 \_\_\_\_\_

John Ortega, President  
 \_\_\_\_\_  
 Print Name, Title

J. Arturo Sanchez Macias, Deputy Superintendent  
 \_\_\_\_\_  
 Print Name, Title

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

Date  
 \_\_\_\_\_

Phone Number  
 \_\_\_\_\_

Board Approved  
 \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

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

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subConsultant, 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.

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

Consultant shall certify in writing to the District 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.

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.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

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



**COMPANY:**

Emergency Preparedness Group is a leading California based safety-consulting firm specializing in strategic safety & emergency/crisis preparedness, safety assessments, and training solutions for the education, government and business communities. We work with those communities to ensure accountability and the highest level of safety.

Our safety services are directed by our President & CEO John Ortega who has over twenty-three years of executive law enforcement experience, and is a graduate of the FBI National Academy at Quantico, Virginia. He is one of the nation's leading experts on providing expert safety analysis. Additionally, Mr. Ortega has an extensive background in Emergency Preparedness through the U.S. Department of Homeland Security, and EPG's panel of experts brings a host of varied credentials that include:

**United States Department of Homeland Security Center for Domestic Preparedness Training:**



- WMD Standardized Awareness Train-the-Trainer
- Emergency Responder Hazardous Materials Technician Course (HAZMAT)
- FBI Psychosocial Behavior and Mindset of Violent Street and Prison Gangs
- FBI Understanding Terrorism-Mind-set, Methodologies, and Government's Response



- Homeland Security Exercise and Evaluation Program Trained (HSEEP)
- Department of Homeland Security Instructor

**FEMA**

- New Mexico Tech Incident Response to Terrorist Bombings (IRTB)
- Member InfraGuard Infrastructure with FBI Los Angeles

**Business & Education, which includes: K-12, College and University:**



- Safety Vulnerability Assessments (SVA's)
- Emergency Flip Charts & Crisis Response Box
- Emergency Operations Center (EOC) training and drills



- Staff training and drills
- Comprehensive School Safety Plans (CSSP)



- Emergency Operation Plans (EOP)
- Cyber Bullying/Bullying intervention training
- Gangs- Prevention/Intervention/Suppression



CONTRACT

1. Parties to the Contract

The Consulting Services is between San Ysidro School District ("Client") and Emergency Preparedness Group, Inc. ("Consultant"), for the purpose of setting forth the terms under which Consultant will perform Emergency Preparedness services to Client.

2. Term of Contract

The duties and obligations of the Consultant and the Client shall commence on July 1, 2016 thru June 30, 2017. Also continue with an annual maintenance beginning July 1, 2017.

3. Scope of Work

In an effort to assist Client in achieving its objective, Consultant will perform the following services for the San Ysidro School District:

- a. Assist with coordinating a district wide radio communication system.
- b. Update the Comprehensive School Safety Plan & Emergency Operation Plan (SB187) for each school and district office (Electronic version).
- c. Assist the district in developing a centralized command center at the District Office
- d. Update training to identified school site personnel that includes School Emergency Response Team (SERT) Members. The training consist of Incident Command System (ICS 100) For Schools Course (2 days of training, 2.5 hours each day) (All materials included and up to 30 employees)
- e. 2 drills at each school site (minimally 1-2 hours per school site).
- f. Assist with developing safe routes to school
- g. Assist with developing a roving security position



**Payment for services:**

Client shall pay Consultant in accordance with the following fee schedule:

- Scope of work - for a fee of \$ 48,250
- Includes all travel expenses, mileage, materials and binders.  
Example: Incident Command System 100 (SERT Training) and Incident Command System (ICS 402)
- 50 percent due at approval of contract, and remaining balance due on September 1, 2016.
- Annual maintenance fee of \$19,500 to be paid on July 1, 2017 and on an annual basis there after.  
This will assist the school district maintain state law compliance with their comprehensive school safety plans, emergency operation coordination, site training and drills.



4. Confidentiality

In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information, which the Client or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to Client's reputation, employment record and the like, which information may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge to anyone other than appropriate Client personnel or their designees.

This obligation is specifically qualified and limited by the understanding that Consultant will not have any obligation or liability of any kind with respect to any PROPRIETARY INFORMATION which:

- (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Consultant;
- (b) becomes known to the Consultant through disclosure by sources other than Client having the legal right to disclose such PROPRIETARY INFORMATION; or
- (c) Is required to be disclosed by the Consultant to comply with applicable laws or government regulations, PROVIDED THAT the Consultant provides prior written notice of such disclosure to Client and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Independent Contractor

It is the express intent of the parties that Contractor shall be an independent contractor and neither it nor its employees shall be deemed to be employees, agents, joint venturers or partners of Client and shall not identify itself as such. Client shall have no obligation to pay employment taxes or provide benefits to any employee of Contractor.

6. Disclaimer

Client agrees and understands that nothing in the Agreement shall constitute a promise or warranty by Consultant. Client understands and acknowledges that it is seeking/obtaining Consultant's advice and/or opinions only in an advisory capacity. The opinions expressed by Consultant are solely intended to provide Client with additional information to assist Client in its goal of achieving successful outcomes in Emergency Preparedness.

7. Indemnification

Unless due to the negligence or willful misconduct of Consultant, Client agrees to indemnify and hold harmless Consultant and its agents from any claim or action of any kind or type brought by any person or entity arising out of or related to the services provided by Consultant pursuant to this Agreement.



8. Right to Terminate

Both parties have the right to terminate this contract upon thirty (30) days written notice. Except that, Consultant has the right to terminate this contract, without providing written notice in the event that the Client fails to remit payment for services rendered within thirty (30) days after the first of the month when payment was due.

9. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly delivered to the appropriate party at the address set forth below:

- Notices to the Consultant: 1439 W. Chapman Ave. Suite 68, Orange, CA 92868
- Notices to the Client: 4350 Otay Mesa Road, San Ysidro, CA 92173

1. Miscellaneous

- (a) Entire Agreement. This Agreement (including any exhibits) constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof.
- (b) Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, this Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly.
- (c) Amendment, Waiver, Modification or Termination. No amendment, waiver or termination or modification of the Agreement shall be binding unless it is in writing and signed by both Consultant and Client and dates subsequent to the date hereof. Performance of work by Consultant and/or acceptance of payment by Consultant for work performed and/or work to be performed for Client beyond the scope of this Agreement does not constitute acceptance by the Consultant of amendments or modifications to this Agreement nor shall they be binding.
- (d) Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable by either party without prior written consent of the other party.
- (e) Successors and Assigns. This Agreement shall be binding upon and inure of the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by subsection (d), successors and assigns of the parties hereto.



**EXHIBIT A**

Page 6 of 6

- (f) Compliance Provision. Both Client and Consultant will comply with all federal, state and local laws, regulations, and ordinances, pertaining to this Agreement.
- (g) Dispute Resolution. In an effort to resolve any conflicts that arise during the term of this Agreement, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to non-binding mediation, or if mutually agreed to in writing, to binding arbitration, with each party to pay one-half of the cost of the arbitration or mediation, unless the parties mutually, in writing, agree otherwise.
- (h) Interest Clause. In the event that any amount owed to EPG is not paid when due, such amount will bear interest from the due date until paid at the rate of 1.5% per month, calculated on the basis of a 30 day month, or the maximum amount permitted by applicable law, whichever is lower.
- (i) Governing Law. The laws of the State of California shall govern this Agreement.

This agreement shall be binding on the parties hereto and shall be governed under the laws of the State of California in the County of San Diego and any applicable Federal Law.

Emergency Preparedness Group Inc. Federal Tax ID: # 27-1132821

Client Name: San Ysidro School District  
Print Signature Name: J. Arturo Sanchez Macias, Deputy Superintendent

By Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Consultant Name: Emergency Preparedness Group, Inc.  
Print Signature Name: John Ortega, President

By Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** June 23, 2016

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** LETTER OF ENGAGEMENT WITH RBC CAPITAL MARKETS, LLC

**BACKGROUND INFORMATION:**

The District plans to issue its 2016 Refunding Certificates of Participation. The District desires to engage with RBC Capital Markets, LLC (RBC) to develop a financing plan with the purpose of assisting the District in achieving its financial objectives. RBC will be the underwriter to the 2016 Refunding COPs to the Securities and Exchange Commission's Municipal Advisor Rule and will provide certain disclosures as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25.

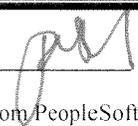
The District, from the Bond proceeds or other lawfully available funds, will pay for legal fees, including disclosure counsel; rating agency and credit enhancement fees including all related travel (if any); the cost of appraisal financial advisor, statistical/data service, cost of printing and distribution of the official statements and expense of publication, advertising and informational meetings; and the cost of fiscal agent or bond trustee and registrar.

**RECOMMENDATIONS:**

Approve/Ratify the agreement with RBC Capital Markets, LLC for Bonds underwriting services to be paid from Bond proceeds or other available funds.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2016-17 Budget?

Requisition # from PeopleSoft:

Yes     No

Yes     No

Determined by  
proceeds  
(Amount)

Bond funds/proceeds  
(Name of funding source and/or location)

--  
(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board



June 15, 2016

Mr. Arturo Sanchez-Macias  
Deputy Superintendent  
San Ysidro School District  
4350 Ottay Mesa Road  
San Ysidro, California 92173

**Re: 2016 Refunding Certificates of Participation**

Dear Arturo,

RBC Capital Markets, LLC (RBC CM) is writing you, the Chief Business Official of the San Ysidro School District (the "District") to:

- (i) Confirm the engagement of RBC Capital Markets, LLC as underwriter relating to the above-captioned Certificates pursuant to the Securities and Exchange Commission's Municipal Advisor Rule, and
- (ii) Provide certain disclosures as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)<sup>1</sup>.

As part of our services as Sole Managing Underwriter, RBC CM may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Certificates. As Sole Managing Underwriter, we are also providing disclosure pursuant to MSRB Rule G-17.

I. Disclosures Concerning the Underwriter Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with municipal issuers, obligors, and investors.
- (ii) The underwriter's primary role is to purchase the Certificates with a view to distribution in an arm's length commercial transaction with the District. The underwriter has financial and other interests that differ from those of the District.
- (iii) The underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests.
- (iv) The underwriter has a duty to purchase the Certificates from the District, at a fair and reasonable price, but must balance that duty with its duty to sell the Certificates to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Certificates in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction<sup>2</sup>.

<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying

## II. Disclosures Concerning the Underwriter Compensation:

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Certificates. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Certificates. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

## III. Conflicts of Interest Disclosures:

RBC CM has not identified any additional potential or actual material conflicts outside of our ordinary course of business activities and relationships:

### Ordinary Course of Business Activities and Relationships

- RBC CM and its affiliates comprise a full service securities firm and a commercial bank among other entities. RBC CM engages in municipal advisory activities, securities trading and underwriting, corporate investment banking, asset management, retail and institutional brokerage, and other commercial and investment banking products and services for a wide range of corporations, municipal entities and individuals.
- The activities of RBC CM and its affiliates may include investment in, and trading of, securities and other financial instruments for their own account or the account of customers relating to the securities and/or financial instruments of the District.
- RBC CM and its affiliates may also communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views relating the securities of the District and/or Borrower.
- RBC CM maintains business relationships with municipal advisory firms, broker-dealers, law firms and other transaction participants as part of its national municipal securities business but does not utilize referral arrangements with such entities regarding municipal underwriting, sales or trading. Further, RBC CM does not maintain any distribution agreements with respect to municipal securities offerings.

## IV. Disclosures Concerning Complex Municipal Securities Financing:

Since RBC CM has not recommended a “complex municipal securities financing” to the District, additional disclosures regarding the financing structure for the Certificates are not required under MSRB Rule G-17. Appendix A offers a general description of the financial characteristics and security structures of fixed rate municipal bonds as well as a general description of certain financial risks of the financing.

If you or any other District officials have any questions or concerns about the engagement of RBC CM as underwriter or these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the District’s own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you

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the underwriters’ obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

deem appropriate. This engagement is preliminary, non-binding and may be terminated at any time without penalty or liability for costs incurred by the underwriter.

It is our understanding that you are an authorized official of the District, responsible for municipal finance with the authority to approve this engagement and acknowledge these disclosures and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Please sign and return the enclosed copy of this letter to me via PDF or to the address set forth herein. Depending on the structure of the transaction that the District decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the San Ysidro School District in connection with the successful issuance of the Certificates. Thank you for the opportunity to serve you once again.

Sincerely,



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Frank Vega, Director  
RBC CAPITAL MARKETS, LLC

Acknowledged:

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J. Arturo Sanchez Macias,  
Deputy Superintendent  
SAN YSIDRO SCHOOL DISTRICT

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

Cc: Michael Ogburn, California Financial Services  
Steve Gald, California Financial Services  
Meredith Johnson, Esq., Dannis Woliver Kelley  
Ann La Morena Rohlin, Esq., Norton Rose Fulbright

## APPENDIX A

### Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (Fixed Rate Bonds), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

#### Financial Characteristics

##### *Maturity and Interest.*

Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

##### *Redemption.*

Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

#### Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

##### *General Obligation Bonds*

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

### *Revenue Bonds*

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of District, the type of revenue stream and other factors.

The description above regarding “Security” is only a brief summary of certain possible security provisions for Fixed Rate Bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the Fixed Rate Bonds.

### Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

#### *District Default Risk*

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

#### *Redemption Risk*

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

#### *Refinancing Risk*

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might

otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

#### *Reinvestment Risk*

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

#### *Tax Compliance Risk*

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing Fixed Rate Bonds.