San Ysidro School District
Governing Board
AGENDA

Thursday
January 25, 2018
5:00 p.m.

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

San Ysidro School District
Education Center Board Room
4350 Otay Mesa Road
San Ysidro

General Administration

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, NOVEMBER 9, 2017
CLOSED SESSION: 5:00 p.m. – 6:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, November 9, 2017 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **Willow School, 226 Willow Road, San Ysidro, CA 92173.** Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 5:02 p.m.

2. ROLL CALL by Daniel Zummo, Executive Director of Human Resources
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member

3. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
None at this time.

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

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

4.1 GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

4.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
San Diegans for Open Government v. Julio Fonseca, et al, San Diego Superior Court
Case No. 37-2017-00034740-CU-MC-CTL

4.3 Education Code Section 48918 (c) (expulsion)
STUDENT EXPULSION
ID# 159023

4.4 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION
(Subdivision (d)(1) of Government Code Section 54956.9)
Case/Claim: San Ysidro School District v. Manuel Paul

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

RECONVENED into OPEN SESSION at 6:06 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session at this time.

5. CALL TO ORDER Who: President Pallasigue Time: 6:06 p.m.

6. ROLL CALL by Daniel Zummo, Executive Director of Human Resources
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member

7. FLAG SALUTE by Rosaleah Pallasigue, Board President

8. CONFERENCE SESSION
Reports/Presentations
8.1 Solar Panel Project Update – Art Castanares

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

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

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

Cristina Lopez, Vista Del Mar Student, 1) Commented that the A.S.B. at VDM, along with its students, would like to request sports. They believe that sports brings out pride for the school and students. Sports also brings out qualities in students like leadership, responsibility, teamwork, trust and commitment. 2) Asked for the following sports: soccer, volleyball, basketball, flag football, softball and baseball. 3) Mentioned that the shark school has not been approved.

Jared Reyes, Vista Del Mar ASB President, 1) Asked the Board if they could approve the new shark mascot and logo. Mentioned that the students voted overwhelmingly for the new mascot.
Vince Alihon, Vista Del Mar SSC, 1) Asked if the Board could offer after school incentives for every student that comes to school every day and arrives on time.
Patricia Manley, Teacher, 1) Commented that in 2014, the teachers helped Mr. Linares get elected and now they will help take him out of that seat. 2) Mentioned that she suspects who is behind the recall. 3) Commented that Mr. Linares chose the wrong side and asked him to resign.
Rudy Lopez, Smythe Parent, 1) Mentioned that he's on the School Site Council and ELAC. 2) Commented that he has a signed letter from parents requesting additional staffing at Smythe School. He asked if the District could provide the following full-time positions: Assistant Principal, Counselor, Outreach Consultant and a Resource Aide. Mentioned other schools having these positions. 3) Commented that at DPAC, he learned that Smythe has the lowest attendance rate in the District. This demonstrates that there is a need for an additional Outreach Consultant.
Alma Cazares Fahme, Retired Teacher, 1) Commented that she is the Lorax and speaks for the trees. 2) Mentioned that she came to honor Mr. Martinez because he was the only one who fought for everyone when the skies were dark. He was noble and courageous. 3) Mentioned that she brought Mr. Martinez a gift on behalf of the teachers, the story of the Lorax. 4) Commented to Mr. Linares that Davy Crockett said, "always be sure you are right, only then go ahead. The time will and must come when honesty will receive its reward." Hopes that Mr. Linares' actions are not to seek fame, but to seek justice. 5) Thanked the Board members for their service.
Marianna Saponara, Representing Community Members, 1) Commented that she's been meeting with parents and the comments that she will share are their messages. 2) Parents are happy that someone from the outside is coming to help the District. They said that children come first and there has been enough disrespect, cover-ups and taking childrens' money by Dr. Fonseca. 3) Mentioned that parents who attended a news event on November 1, were verbally abused by some teachers and classified employees. Commented that she was there with a parent visiting Mr. Macias and had nothing to do with any news release. 4) Mentioned that top teacher union leaders obtain special favors from Dr. Fonseca for their own personal gain. 5) Commented that parents must unite to clean up the District from certain members who have other ideas. 6) Mentioned that whistleblowers have been slandered and harassed in the Titan Report. She was slandered. 7) Commented that she represents a parent and her son whose rights were violated. Mentioned that a student won a 1.25 million dollar lawsuit in another district for the similar violation of rights. 8) Commented that a whistleblower was verbally assaulted and the security department supervisor down played the incident, failing to protect her safety. A police report was filed.
Adriana Orendain, Resident of San Ysidro, 1) Commented that there's been an increase in traffic around Sunset School. Parking spaces are always taken and parents don't have a drop off place for their children. 2) Mentioned that a teacher parked in her driveway and blocked her daughter-in-law's car. She had to pick up her children from other schools and wasn't able to. There is no place to park at Sunset. 3) Asked that the District place parking spots with time limits or come up with a solution.
Zenaida Rosario, Teacher, 1) Commented that it should always be a wonderful time of the year when we're thinking of children. 2) Mentioned that it's so important that we work together. 3) Commented that she enjoys listening to Alma Fahme's comments. Then, there are people who try to come and bash at the Board meetings. 4) Mentioned that it's time to be greatful and thankful. 5) Mentioned that a parent made a comment about her being so many years in the classroom, but there are many teachers who would love to be in the classroom until the very last day because we have that passion. 6) Welcomed Dr. Willis. 7) Asked the Board to be transparent when we select our long term Superintendent. We all want to be involved. 8) Thanked the Board and commented that we want to work together with full transparency.

10. ITEMS FROM THE BOARD & INTERIM SUPERINTENDENT
President Pallasigue, 1) Thanked Willow School for hosting the Board meeting. 2) Mentioned that it's a beautiful site when people speak about what they believe in. 3) Commented that it's hard to see the other side of any argument and asked everyone to be understanding. 4) Mentioned that she is tired of all the fighting, beginning with the Board. San Ysidro deserves better. 5) Commented that issues should be discussed and investigated when needed. 6) Mentioned that she wants us to move forward and go into the future with hope. 7) Asked that everyone be patient with the Board. 8) Mentioned that the Board can't speak about certain things and it's not because they don't want to. There are rules the Board needs to abide by. 9) Commented that San Ysidro has the best principals and appreciates the teachers. Commended everyone for what they do. 10) Commented that Special Education needs immediate attention.

Clerk Diaz, 1) Commented that the same audience attends the Board meetings, but it's nice to see a big audience with community involvement. 2) Mentioned that the Board has been receiving threats, we are aware and we are following up on it. He doesn't want to believe that's where we're at. 3) Commented that we may not agree with the freeway exit, but we all want to end up at the same destination. The Board wants to make this place better. 4) Asked Mr. Zummo and whomever will be in charge to fix the screen in the auditorium. He would like to focus on this, our schools, facilities and our educational program versus focusing on the comments he made earlier.

Member Martinez, 1) Thanked Mr. Bojorquez for hosting the Board meeting. 2) Commented that he remembered a time when the County Office of Education gave the District an ultimatum. They wanted the District to impose an 8.5% salary cut on teachers and classified or option B would leave the District bankrupt, community would fail and the Board would be looked upon as the ones who bankrupted a small poor District. He chose Option C, he will never impose salary cuts on any staff, community will never fail and to go back to the negotiating table and resolve it through the collective bargaining agreement. He was proud to stand with staff during the strike and he will continue to stand with staff during difficult times. 3) Mentioned that his grandmother was accosted by two men threatening her and a police report was made. 4) Commented that when you hear negativity it's difficult and when you hear lies it's difficult. Asked everyone to stand together and unite to get through these difficult times. 5) Mentioned that even though the Board hasn't hired Dr. Willis, he gave direction to Dr. Willis to take care of our kids, teachers, classified and to focus on keeping it stable. 6) He called for an immediate Superintendent Search to hire a long term Superintendent, for an independent audit and making sure whatever happened is revealed to the public and more importantly, that we clean house. 7) Asked Dr. Willis to look into Special Education issues and particularly, the hiring of Special Education at La Mirada.

Vice-President Lopez, 1) Mentioned that many years back there was trust, respect and we worked together to achieve a lot of things. 2) Commented that it hasn't been easy for all of us and it hurts. 3) Mentioned that we need to work together to address the issues, have faith, respect, listen and help each other. 4) Commented that teachers know what goes on in the classroom, classified knows what goes on with transportation, food services, cleaning the schools and working in the offices. That's what makes San Ysidro. 5) Mentioned that we are not going to let outsiders come in and put negative things in our minds because they want to divide us. 6) Commented that we are going to stand together and work together for our kids. 7) Acknowledged issues with Sunset School parking. Commented that we need to find ways to protect our children and bring safety to them. 8) Thanked everyone for attending the Board meeting. Commented that by being here, you give us faith and hope to work together, keep the negative people out, and to work and do what's best for our kids.

Member Linares, 1) Commented that in 2014, we were bankrupt and going to be taken over by the State. He had an idea to form a coalition of parents and teachers. 2) Mentioned that teachers invited him to their meetings and there they formed a slate of three candidates for 2014. We wanted to change the course of the District. 3) Commented that they formed a coalition, Mr. Diaz, Mr. Kinney and himself and only two were elected. Mr. Martinez helped them make the changes needed. 4) Mentioned that within two months, the budget was balanced, we sent Lora Duzyk back to the County and bond ratings improved. We came out of negative certification and had positive certification. Money was found that was hidden. Commented that it seems everyone forgot that. 5) Mentioned that unfortunately, the Administration wasn't honest with the Board and community. The Board had to take action and is being criticized for that. 6) Commented that the Board found its way back and we are united again. The people that were dividing the Board are no longer with us. It's time to make a real change for students. 7) Commented that we need to recognize that we have a difficult task. We sometimes make decisions that are not welcomed, but the community only knows a portion of it. 8) Mentioned that sometimes what benefits us is with total disregard of what's good for the students. It's time for us to be together for the students, not for us. 9) Commented that when you come to Board meetings, leave all the hate behind and make sure you come for the students.

11. GENERAL ADMINISTRATION

11.1 MINUTES

The Board approved the minutes of the Special Board meetings of October 2, 2017 and November 3, 2017.

Motion: Pallasigue Second: Martinez Vote: Unanimous

The Board moved item 11.2 to follow Closed Session.

11.2 INTERIM SUPERINTENDENT EMPLOYMENT CONTRACT – *Moved to follow Closed Session*

President Pallasigue presented an oral report of the summary of the recommendations regarding the agreement. Pursuant to recently enacted requirement to the Brown Act, codified in Government Code Section 54953(c)(3), the Board, prior to any approval of any employment agreement, must summarize the recommendations regarding compensation and benefits before considering and taking any action on those recommendations.

The summary of the recommendations regarding compensation and benefits is as follows: Per diem which is equivalent to the daily base pay of the former Superintendent, without any other benefit or compensation of $1,000 not to exceed $42,000. Reimbursement of out-of-pocket expenses incurred in the performance of duties; annual reimbursement not to exceed $10,000. That concludes the summary of the recommendations regarding the compensation and benefits.

The Board approved the employment of Interim Superintendent, Dr. Mary Willis, and employment contract, effective November 9, 2017.

Motion: Pallasigue Second: Diaz Vote: Unanimous

11.3 ORGANIZATIONAL MEETING

The Board approved Thursday, December 14, 2017, at 5:00 p.m. in the Multicultural Complex at San Ysidro Middle School as the date, time and place for the annual Organizational Meeting of the Governing Board as per Education Code section 35143.

Motion: Diaz Second: Martinez Vote: Unanimous

11.4 RESOLUTION NO. 17/18-3107

The Board adopted Resolution No. 17/18-3107 to withdraw membership from the Schools Excess Liability Fund for excess liability effective July 1, 2018.

Motion: Pallasigue Second: Diaz Vote: Unanimous

11.5 SECOND READING AND ADOPTION OF REVISED ADMINISTRATIVE REGULATION 1250 COMMUNITY RELATIONS VISITS TO THE SCHOOLS

The Board approved Second Reading and Adoption of the revised Administrative Regulation 1250 Community Relations Visits to the Schools.

Motion: Pallasigue Second: Lopez Vote: Unanimous

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

1) Tabled Items 12B.18 and 12B.19.
2) Pulled Consent Calendar Items 12A.1, 12A.3, 12A.4, 12B.14 for discussion and to be voted on separately.

Motion: Diaz Second: Martinez Vote: Unanimous

12A. CURRICULUM & INSTRUCTION

12A.1 FIELD TRIP TO THE MESA RIM, HIKING - MISSION TRAILS REGIONAL PARK --

The Board approved the field trip to the Mesa Rim, Hiking in Mission Trails Regional Park for approximately 12 students from Vista Del Mar and one adult chaperone. This event will take place on Friday, December 1, 2017 at no cost to the District contingent they provide insurance as required by state law.

Motion: Diaz Second: Martinez Vote: Unanimous

12A.2 FIELD TRIP TO "SHOP WITH A COP" FOR STUDENTS FROM LA MIRADA AND WILLOW SCHOOLS

The Board approved the field trip and participation to the "Shop with a Cop" event for approximately 13 students, 2 teachers and one adult chaperone from La Mirada and Willow Schools, which will take place in San Diego on December 2, 2017 at no cost to the District.

12A.3 STANDARDS-BASED STUDENT REPORT CARDS

Information Only.

12A.4 STAFF DEVELOPMENT

The Board approved/ratified the attendance to the following workshops/trainings/events listed.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Alexis Rodriguez	Touching Minds, Shaping Futures XXXII	San Diego	October 28, 2017	$0	No Cost
Manuela Colom, Arturo Sanchez M., Luis Ramos, Adriana Garcia, Nadia Aviles, Helen Godoy, Vikki Viramontes, Juan Pedraja, Marisa Dorado, Juana Marin, Ebony Virgle, Michelle Patterson, Emilia Villanueva, Sylvia Cervantes, Erika Hurtado, Carla Garcia, Gabrielle Rodriguez, Maria Kaai, Ana Garcia, Thelma Sotelo, Joel Tapia, Zenaida Rosario ***SYSD Parents:*** Beckie Lowe, Felipe Nuno, Linda Denton, Catalina Hernandez, Luisa Barrera, Zulema Cruz, Alejandrina Camacho, Noe Aparicio	Annual Mini Conference 2017 (Mini CABE)	Chula Vista	November 4, 2017	$1,800.00	Title III Fund
Lorena Varela-R., Nancy Serrano, Erika Lopez, Cristina Renteria, Ana Sepulveda	Teaching Pyramid Leadership Training	SDCOE	October 20, 2017 May 4, 2018	$600.00	Preschool & Child Development CSPP & Head Start funds

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Courtney Foster, Linda Gonzales	2017 Fall Credentials Workshop	SDCOE	November 29, 2017	$0	No Cost
Luis Ramos, Nadia Aviles, Joel Tapia, Efrain Burciaga, Manuel Bojorquez, Roberto Carrillo, Maria Rodriguez and a team of 3 staff members from each site, TBD	Strategies to Build, Measure and Plan for School Climate and Student Engagement Workshop	San Diego	December 5, 2017	$4,400.00	Supplemental and Concentration Fund
Manuela Colom, Kelli Hay	18th Annual Accountability Leadership Institute for English Learner, Immigrant, and Migrant Students	Los Angeles	December 4-5, 2017	$2,500.00	Title III Fund
Oscar Madera	California Autism Professional Training and Information Network	Ventura	December 5-6, 2017	$0	Paid by SELPA
Paloma Perez	Food Safety Train-the-Trainer Event	San Diego	December 5-6, 2017	$0	No Cost
Saira Sanchez, Aleyda Santoyo, Marisela Lozano, Cinthia Nunez, Jennifer Srisouraj, Ana Garcia, Irma Beltran, Josefina Villegas, Anjelica Topete, Martha Murillo, Denise Villezcas	Evidence-Based Practices for Autism: Video Modeling and Self-Management training	SCREC	December 14, 2017	$0	No Cost

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Rick Quintana, Martha Murillo, Manuel Paul, Sasha Rodriguez, Miguel Aguilera, Darcy Morales, Sophia Railey, Sara Tennyson, Ana Garcia, Thelma Sotelo	Introduction to Restorative Justice Training and Using Circles Effectively	San Diego	January 30, 2018 February 6, 2018	$1,000.00	Special Education Fund

Motion: Martinez Second: Pallasigue Vote: Unanimous

12B. BUSINESS

12B.1 PURCHASING REPORT

The Board approved/ratified the following purchase orders incurred by the District during the period of October 2, 2017 through October 31, 2017. (Report #4): ▪ General Fund: 0000002417-0000002425, 0000002427-0000002464, 0000002466-0000002480, 0000002482-0000002485, 0000002490-0000002494, 0000002496-0000002506, 0000002508-0000002511, 0000002513-0000002515, 0000002517, 0000002519-0000002521, 0000002523-0000002525, 0000002527-0000002528, 0000002530-0000002553, 00000025555-0000002558, 0000002560-0000002562, 0000002568, 0000002570-0000002589, 0000002591-0000002593, 0000002595-0000002596, 0000002598 ▪ Child Development Fund: 0000002512, 0000002590 ▪ Child Nutrition Fund: 0000002495, 0000002516 ▪ Building Fund: 0000002416, 0000002486-0000002489, 0000002518, 0000002526, 0000002529, 0000002554, 0000002559, 0000002563-0000002567, 0000002569, 0000002594.

12B.2 EXPENDITURE REPORT

The Board approved/ratified the expenditures incurred by the District during the period of September 28, 2017 through October 30, 2017. Listing sheets #2025 through #2047. Payments were made with checks #14-312851 through #14-326471 for a total expenditure of $7,488,241.24.

12B.3 ACCEPTANCE OF DONATIONS

The Board accepted donations valued at $450.00 to help support and enrich our educational programs.

12B.4 AGREEMENT WITH MANO A MANO FOUNDATION

The Board approved the agreement with the Mano A Mano Foundation for parent education workshops during the months of November 2017 through June 2018 at an estimated cost of $4,000.00 per school site from Title I funds.

12B.5 INTERNSHIP AGREEMENT WITH BRANDMAN UNIVERSITY

The Board approved the Internship Contract Agreement with Brandman University.

12B.6 AGREEMENT WITH YMCA CAMP FACILITY FOR 6TH GRADE CAMP

The Board approved the agreement with the YMCA of San Diego County for the 2017-18 Camp Marston for Ocean View Hills, La Mirada and Smythe Schools' 6th Grade Camp at an estimated cost of $43,038.00 from pupil fees, school fundraisers and supplemental & concentration funds.

12B.7 YMCA BORDER VIEW FAMILY FOR SUPPLEMENTAL PROGRAM (OCEAN VIEW HILLS) – AMENDED EXHIBIT A

The Board approved/ratified the amendment to the YMCA of San Diego County (Border View Family YMCA) Agreement for a Supplemental Program at Ocean View Hills School at a new estimated cost of $179,100.00 from the general fund.

12B.8 AGREEMENT WITH STANLEY CONVERGENT SECURITY SOLUTIONS, INC. FOR PRESCHOOL & CHILD DEVELOPMENT CENTER
The Board approved/ratified the 5-year Installation and Service Agreements with Stanley Convergent Security Solutions, Inc. for the Preschool & Child Development Center at an estimated contract cost of $8,100.00 from the general fund.

12B.9 ADDENDUM TO THE SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH EDUCATIONAL BASED SERVICES FOR 2017-2018 SCHOOL YEAR
The Board approved the Addendum to the San Diego County Nonpublic Master Contract with Educational Based Services (EBS) to provide academic instruction services for 2017-18 at a contract total of $120,160.00 from the Special Education funds.

12B.10 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH HMSYSTEMS, INC.
The Board approved/ratified the San Diego County Non-Public Master Contract with HMSystems, Inc. to provide speech services at an estimated cost of $69,300.00 from the Special Education fund.

12B.11 21st CENTURY COMMUNITY LEARNING CENTER PROGRAM GRANT
The Board approved/ratified the agreement with the San Diego County Superintendent of Schools for the 21st Century Community Learning Center Program grant in support of the After School Education and Safety Programs at San Ysidro Middle and Willow Schools in the amount of $105,300.00.

12B.12 ANNUAL PUBLIC PERFORMANCE SITE LICENSE FOR 2017-18
The Board approved the purchase of an Annual Public Performance Site License for school year 2017-2018 at a cost not to exceed $2,839.00 from the general fund.

12B.13 MEMORANDUM OF UNDERSTANDING WITH JUNIOR ACHIEVEMENT OF SAN DIEGO FOR FINANCIAL LITERACY TRAINING
The Board approved the Memorandum of Understanding with Junior Achievement of San Diego for the Financial Literacy Trainings to be held at all school sites at no cost to the District.

12B.14 MEMORANDUM OF UNDERSTANDING WITH OUTDOOR OUTREACH FOR RECREATIONAL OUTING
The Board approved the Memorandum of Understanding with Outdoor Outreach and the participation of Vista Del Mar School students and staff to the Mesa Rim, Hiking in Mission Trails Regional Park for an indoor climbing activity on Friday, December 1, 2017 at no cost to the District contingent they provide insurance as required by state law.

Motion: Martinez Second: Pallasigue Vote: Unanimous

12B.15 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) RESOLUTION AND CONTRACT AMENDMENT NO. 1
The Board approved the California State Department of Education Contract No. CSPP-7468 Resolution and Amendment No. 1 for the Preschool & Child Development Programs fiscal year 2017-2018.

12B.16 CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2018-2019
The Board approved the application for continued funding for the District's State Preschool and Child Development Program serving children 3 to 5 years of age for fiscal year 2018-2019.

12B.17 MEMORANDUM OF UNDERSTANDING WITH CATHOLIC CHARITIES FOR FOSTER GRANDPARENT PROGRAM
The Board approved the agreement and addendum with Catholic Charities for the Foster Grandparent Program that will be in effect from January 1, 2018 through December 31, 2018 at an estimated cost of $3,800.00 from the Preschool's donation account.

12B.18 DISPOSAL OF OBSOLETE, DAMAGED, AND OUTDATED TECHNOLOGY EQUIPMENT – Tabled

Approve the disposal of unusable, outdated, damaged and obsolete personal property (technology equipment) by means of donation to charitable organization(s) and/or disposed of in the local public dump as per California Ed. Code 17546(c).

12B.19 DISPOSAL OF OBSOLETE, OUTDATED AND/OR DAMAGED FURNITURE - Tabled

Approve the disposal of unusable, outdated, damaged and obsolete personal property (furniture and miscellaneous items) by means of donation to charitable organization(s), recycling, and/or disposed of in the local public dump as per California Ed. Code 17546(c). Expenses for disposing of this personal property will be paid from the general fund.

12B.20 AGREEMENT WITH C&M RELOCATION SYSTEMS

The Board approved the agreement with C&M Relocation Systems to provide labor, supervision, materials, transportation and equipment to transport the remaining District assets being stored at C&M Relocation Facilities to a Charitable Organization(s) or to the local public dump for the amount of $39,500.00 from the general fund.

12B.21 AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM 6TH GRADE CAMP – WILLOW SCHOOL

The Board approved the 3-year agreement with the San Diego County Office of Education for Willow School's six grade students to attend the Cuyamaca Camp at an estimated annual cost of $27,000.00 from student fees, school fundraisers and supplemental & concentration funds.

12B.22 VECTORUSA'S PROFESSIONAL SERVICES FOR HOURLY TECHNICAL SERVICES

The Board approved/ratified the Professional Services Agreement with VectorUSA to provide hourly technical services on an "as needed" basis in a not to exceed amount of $50,000.00 from the general fund.

12B.23 SERVICE AGREEMENT WITH 806 TECHNOLOGIES, INC. FOR THE TITLEICRATE PROGRAM

The Board approved the service agreement with 806 Technologies, Inc. for the *TitleICrate* Program, for the 2017-18 school year at a total cost of $4,600.00 from the general fund.

12C. PERSONNEL – CLASSIFIED

EMPLOYMENT

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

12C.1 Accounting Technician II (Child Nutrition Services) – Sadeer Sahib effective November 1, 2017
12C.2 Campus Security (Sunset) – Adrian Camacho effective November 1, 2017
12C.3 Custodian Part-Time (Willow) – Andrew Macias effective December 1, 2017
12C.4 Health Clerk (Ocean View Hills School) – Germania Velez effective December 1, 2017
12C.5 Instructional Aides (La Mirada) – Elizabeth Gutierrez, Jaime Rodriguez, and Belinda Valdez effective December 1, 2017
12C.6 Noon Supervisors (La Mirada and San Ysidro Middle School) – Laura Lizardi and Thelma Montero effective December 1, 2017
12C.7 Outreach Consultant (Sunset) – Rodrigo Amezquita effective November 1, 2017
12C.8 Substitute Clerks – Selene Camberos, Thanisha Grijalva and Clarin Sepulveda effective December 1, 2017
12C.9 Substitute Custodians – Benjamin Bernardy and Ramiro Hernandez Jr. effective December 1, 2017
12C.10 Substitute Gardeners – Benjamin Bernardy and Ramiro Hernandez Jr. effective December 1, 2017
12C.11 Substitute Instructional Aides – Luz Corona and Audrey Valvekens effective December 1, 2017
12C.12 Substitute Maintenance Persons – Benjamin Bernardy and Ramiro Hernandez Jr. effective December 1, 2017
12C.13 Substitute Publication Technicians – Ramiro Hernandez Jr. and Mirando Olea effective December 1, 2017

INCREASE/MAINTAIN WORK HOURS

The Board approved/ratified to increase/maintain the work hours for the following as recommended by staff:

12C.14 Health Clerks – increase and/or maintenance of all Health Clerks at eight (8) hours per day effective November 1, 2017

RECRUITMENT

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

12C.15 Substitute Campus Security

RESIGNATION

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

12C.16 Noon Supervisor – Jennifer Thomas effective November 3, 2017

12D. PERSONNEL – CERTIFICATED

EMPLOYMENT

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

12D.1 Preschool Permit Teacher (Child Development Center) – Alma Meza-Corral effective December 1, 2017
12D.2 Resource Specialist (Ocean View Hills School) – Andrea Mae Counts effective November 1, 2017
12D.3 Special Day Class Teacher (La Mirada) – Deborah Bast effective December 1, 2017
12D.4 Substitute Teachers: Dusan Galic, Amy McCurry-Appe and Dawn Yaeger effective December 1, 2017

RECRUITMENT

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

12D.5 Instructional Lead / TOSA (SCIPHY)

RESIGNATION

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

12D.6 Resource Specialist – Steve Gonzales effective November 9, 2017

12E. PERSONNEL – MANAGEMENT

RESIGNATION

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

12E.1 Coordinator of Data, Evaluation and Assessment – Melissa Brown effective December 8, 2017

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

4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:37 p.m. in accordance with section 54954.5 regarding:

4.1 GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

4.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
San Diegans for Open Government v. Julio Fonseca, et al, San Diego Superior Court
Case No. 37-2017-00034740-CU-MC-CTL

4.3 Education Code Section 48918 (c) (expulsion)
STUDENT EXPULSION
ID# 159023

4.4 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION
(Subdivision (d)(1) of Government Code Section 54956.9)
Case/Claim: San Ysidro School District v. Manuel Paul

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

RECONVENED into OPEN SESSION at 9:09 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

ROLL CALL by Rosaleah Pallasigue, Board President
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member

The Board took the following action in Closed Session:

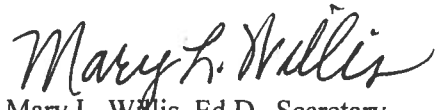
1) Item 4.3 – On a 5-0 vote, the Board recommended the development of a rehabilitation plan in lieu of an expulsion.

At this time, the Board took action on Item 11.2- Interim Superintendent Employment Contract

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

13. ADJOURNMENT Time: 9:11 p.m.

Respectfully Submitted,



Mary L. Willis, Ed.D., Secretary
Governing Board

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

SPECIAL MEETING OF THE GOVERNING BOARD
MONDAY, NOVEMBER 6, 2017
6:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Monday, November 6, 2017 at 6:00 p.m., and conducted its business meeting at the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. **CALL TO ORDER** Who: President Pallasigue Time: 6:01 p.m.

2. **ROLL CALL** by Rosaleah Pallasigue, Board President
   Mrs. Rosaleah Pallasigue, President
   Mrs. Irene Lopez, Vice-President
   Mr. Marcos A. Diaz, Clerk
   Mr. Rodolfo Linares, Member
   Mr. Antonio Martinez, Member

3. **FLAG SALUTE** by Rosaleah Pallasigue, Board President

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

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

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

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

Carmen Ordoñez, Parent, 1) Commented that she represents the community and parents. 2) Asked for the Board to bring back Edward Velasquez because he has a lot of experience and served as the County Superintendent. Mentioned that parents and community lost faith in the District Administration and want Mr. Velasquez back to clean up. 3) Commented that she hopes the Board listens to the parents and community and focuses on what's best for the children.
Ana Rios, Parent, 1) Commented that she's lost faith in the District. She's heard many lies from the Smythe Principal. 2) Mentioned that the new Superintendent should be from the outside, care for the children's education and not for power. 3) Commented that her son has been out of school for a month. He will have an expulsion hearing and deserves an opportunity.
Marianna Saponara, Former Administrator, 1) Shared concerns about the District's direction. 2) Mentioned that the community would like a Superintendent from the outside. Commented that Edward Velasquez was brought up by the community to come, fix things and return to his retirement. 3) Mentioned that parents have lost trust in the Board of Education.

Armando Farias, Community Member, 1) Commented that he comes from generational poverty. He was a paletero when he was seven years old because his family needed the money. 2) Mentioned that he was in the eighth grade at SYMS when he came to the United States. He met two teachers that believed in him and saw potential. Because of that, he started believing in himself and became a teacher. 3) Mentioned that every student at the schools he's worked at, reminds him of who he was and the genius they possess. 4) Commented that he is seeking the opportunity to be the District's next leader. He's been in education for seventeen years and worked at some of the lowest performing schools. 5) Mentioned that he worked at Marshall Elementary where they speak over seventeen languages and many of the students came from refugee camps. The school moved forward because of the team of dedicated teachers and classified staff that have put the conditions for every student to succeed just as the other schools that he's been at. 6) Mentioned that San Ysidro is his community. He's not the usual candidate with the longest resume, but he is the one with the biggest commitment, passion and interest to support teachers, the Board and all students. He is seeking the opportunity to interview for the position not as a stepping stone, but to retire from San Ysidro.

Zenaida Rosario, Teacher, 1) Commented that when you lose faith and decide not to move forward, it's hopeless for our children. 2) Mentioned that she's been here for thirty-five years and has seen so much. You can't lose faith over things that happen. 3) Commented that this community doesn't support the return of Mr. Velasquez. His first item on the list was to slash and take away the language of the children. That is the gift that this community is blessed with, many languages. 4) Mentioned that Mr. Velasquez brought his people and out of many qualified candidates for the superintendency, he selected Dr. Fonseca. They knew each other. Mr. Velasquez brought in Think Together, his wife's company, and took thousands of dollars. Commented that Mr. Linares met Mr. Velasquez and brought him. 5) Mentioned that we cannot continue to have a District taken advantage of, made fun of, and manipulated the way it has in the last three years. 6) Commented that many good things have come about. Mr. Macias brought us to financial stability like we've never seen before. He did not deserve what happened to him. 7) Commented that our children deserve better. We cannot continue to offer this kind of education to our children because we keep on having drama. A few people keep calling the media just to talk about the things they feel are negative. 8) Mentioned that the District deserves a qualified Superintendent who cares, has passion to work here and understands what it is to be a teacher and principal. 9) Commented that she just heard a gentleman speak, "el paletero." How many kids would want to say "I want to be like him?" That's what we need; people who understand San Ysidro. 10) Mentioned that the Board needs to stop looking at Mr. Velasquez. He only put us down and took our money. We don't need him or anybody like him in our District. 11) Mentioned that we need a Superintendent and want transparency. We all want to know every step of the way and want to select someone that is here to stay. 12) Mentioned that you value a community, you don't put them down like Mr. Velasquez and Dr. Fonseca, who turned towards the end but it was too late. What we did to Mr. Macias was uncalled for because he truly cared for this community. 13) Commented that she is tired of people calling the media just to talk about the bad things. 14) Mentioned that she represents the community and they don't want Mr. Velasquez back and the teachers don't want Mr. Velasquez back.

Brenda Ramos, Parent, 1) Commented that the Interim Superintendent that left was an excellent person. 2) Mentioned that she's expressed concerns for years about the parking problem at Sunset School to various superintendents and for the first time, Mr. Macias offered a solution right away. Mr. Macias said that he was going to send an architect. Commented that in twelve years, she never met a superintendent that responded to parent concerns and resolved them so quickly like Mr. Macias. 3) Mentioned that Mr. Macias met with Sunset parents and they expressed their concerns about not keeping the front gate closed, not having an intercom or cameras. Mr. Macias had a camera installed within a couple of weeks. 4) Commented that no superintendent has ever taken the time to listen and work closely with parents like Mr. Macias did. 5) Mentioned that Mr. Macias was going to try to expand Dual Language. This opens opportunities for the children everywhere. 6) Commented that Mr. Macias is an intelligent and capable person. She hopes he is innocent, but doesn't know if he has the opportunity to return. If she saw him, she would tell him to forget about everything and do it for the children because she knows he is capable.

Guadalupe Gonzalez, Board Member of SDCOE, 1) Commented that she's here to personally and professionally support the SYSD during this challenging time. 2) Mentioned that the SDCOE is being expertly administered by Dr. Paul Gothold. Mentioned that the County is committed to provide all of their resources and expertise to assist the District. She urged the Board to consider resources that are available before selecting an Interim Superintendent. She will also support any decision the Board makes. 3) Commented that she is here to provide any support needed and she is speaking on behalf of the SDCOE Board and Dr. Paul Gothold.

Araceli Enriquez, Parent, 1) Commented that she represents her daughter. She's heard rumors that Mrs. Colom was going to be in charge but she disagrees. 2) Mentioned that Mrs. Colom put her daughter at risk who has asthma along with Mr. Tapia, Dr. Fonseca and the District nurse. 3) Commented that she disagrees with any internal candidate who knows the ins and outs. 4) Mentioned that some Smythe School teachers have been there over thirty years and haven't moved up, some teachers have hit the students and yet, they give their opinions about the previous superintendents that are the same as them. She told principals and nothing was done. 5) Commented that if you are going to place somebody, place somebody that is

going to clean up all the mess. She is a parent volunteer and has seen a lot. She brought letters to the District and nothing has been done.

5. GENERAL ADMINISTRATION

5.1 CONSIDERATION AND APPROVAL OF INTERIM SUPERINTENDENT SANCHEZ-MACIAS' LETTER OF RESIGNATION

The Board considered and approved Interim Superintendent Sanchez-Macias' letter of resignation.

Motion: Martinez Second: Diaz Vote: Unanimous

5.2 INTERVIEW OF CANDIDATES FOR INTERIM SUPERINTENDENT POSITION

The Board discussed and interviewed candidates (Art Revueltas, Dr. Mary L. Willis and Armando Farias) for the Interim Superintendent position. Each candidate was allotted up to thirty (30) minutes before the Board. After all candidates were interviewed, the Board adjourned to closed session for deliberations. After deliberating in closed session, the Board reconvened to open session to discuss and vote regarding the appointment of an Interim Superintendent.

President Pallasigue reviewed procedures for the Interim Superintendent candidate interviews.

6. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

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

7. GOVERNING BOARD – RECESSED to CLOSED SESSION at 8:04 p.m. in accordance with section 54954.5 regarding:

7.1 PURSUANT TO GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYEE APPOINTMENT
Title: Interim Superintendent

RECONVENED into OPEN SESSION at 9:26 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

ROLL CALL by Rosaleah Pallasigue, Board President

Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member

8. DISCUSSION AND ACTION TO APPOINT INTERIM SUPERINTENDENT

Clerk Diaz made the motion to appoint Dr. Mary L. Willis as Interim Superintendent, seconded by Member Linares.

Motion: Diaz Second: Linares Vote: 4 Ayes – 1 No (Pallasigue)

Clerk Diaz made the motion to adjourn the meeting, seconded by President Pallasigue. The vote was unanimous.

9. ADJOURNMENT Time: 9:34 p.m.

Respectfully Submitted,

Mary L. Willis

Mary L. Willis, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Administration
Mary L. Willis, Ed.D, Interim Superintendent

AGENDA ITEM: SUPERINTENDENT SEARCH

BACKGROUND INFORMATION:
The Board will have an open discussion regarding next steps in the process for filling the position of Superintendent for the San Ysidro School District.

Possible options:

A. Request for Proposal (RFP) or Recruit Internally

List of Possible Search Firms:

- Hazard Young Attea & Associates
- McPherson & Jacobson LLC (CSBA)
- Ray & Associates Inc.
- Recruit through the County
- Leadership Associates

B. Internal Recruitment
C. SDCOE recruitment support

RECOMMENDATION:
It is recommended the Board discuss and take action regarding next steps in the process for filling the position of Superintendent and providing Superintendent coverage should the Board not secure a replacement by mid-March.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☐ Yes ☐ No	
$20,000.00 (approx.)	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: RESOLUTION NO. 17/18-3114 DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

BACKGROUND INFORMATION:
Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. This resolution allows the District to designate and authorize the Interim Chief Business Officer to receive mail from accounting/payroll section and authorizes other accounting staff to pick up warrants from the San Diego County Office of Education.

RECOMMENDATION:
Approve/Ratify Resolution No. 17/18-3114.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

RESOLUTION 17/18-3114
DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

San Ysidro School District, San Diego County ON MOTION OF member _____, seconded by member _____ Effective: December 14, 2017.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent ***(one person only)*** to receive mail from the Accounting/Payroll Sections is Mary L. Willis, Ed.D., Interim Superintendent and Peter Wong, Interim Chief Business Official
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

Laura Caballero	Laura Gastelum	Ivan Ottaviano
Araceli Felix	Blanca Vega	Jorge Cervantes

	mail	**hold**	consortium	
3. Check one	☐	☑	☐	Monthly payroll warrants each and every month.
Check one	☐	☑	☐	Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on January 25, 2018 by the following vote:
(Date)

AYES: _____ MEMBERS NOES: _____ MEMBERS ABSENT: ___ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Rosaleah Pallasigue, President of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

_____
President of the Governing Board

Manual signature(s) of authorized person(s):

Mary L. Willis, Ed.D.	_____	Blanca Vega	_____
Peter Wong	_____	Araceli Felix	_____
Laura Caballero	_____	Ivan Ottaviano	_____
Laura Gastelum	_____	Jorge Cervantes	_____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: RESOLUTION NO. 17/18-0005

BACKGROUND INFORMATION:
Annually, the District is required by the California Education Code Section 44256(b) to certify that teachers have met legal requirements to be authorized to teach in certain departmentalized subject areas. Teachers, whose credential authorizations cover the subject matter they are teaching, are not required to be confirmed through Board resolution. However, the Education Code does require resolutions for certain teachers as outlined below:

Education Code 44256(b) resolutions are for teachers whose multiple subject or standard elementary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject to be taught.

The resolution is to satisfy code requirements for the 2017-2018 school year. The following employee is affected by this resolution:

- Eriberto Garcia – San Ysidro Middle School – Math

RECOMMENDATION:
Approve the adoption of Resolution No. 17/18-0005 authorizing the assignment of Mr. Eriberto Garcia to a single-subject class under Education Code section 44256(b).

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 17/18-0005

RESOLUTION AUTHORIZING ASSIGNMENT TO SINGLE SUBJECT CLASS

WHEREAS, California Education Code Section 44256(b) states: "Multiple subject instruction" means the practice of assignment of teachers and students for multiple subject matter instruction, as is commonly practiced in California elementary schools and as is commonly practiced in early childhood education.

The holder of a multiple subject teaching credential or a standard elementary credential who has completed 20 semester hours of coursework or 10 semester hours of upper division or graduate coursework approved by the commission at an accredited institution in any subject commonly taught in grades 9 and below shall be eligible to have that subject appear on the credential as authorization to teach the subject in departmentalized classes in grades 9 and below. The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent. However, the commission, by regulation, may provide that evidence of additional competence is necessary for instruction in particular subjects, including, but not limited to, foreign languages. The commission may establish and implement alternative requirements for additional authorizations to the multiple subject credential on the basis of specialized needs.

WHEREAS, the San Ysidro School District has a need for a qualified single subject teacher.

WHEREAS, Mr. Eriberto Garcia meets the requirements established by California Education Code Section 44256(b). Mr. Garcia holds a Multiple Subject Credential and has completed at least twelve (12) semester units of course work in the field of Math.

WHEREAS, Mr. Garcia is currently a classroom teacher assigned to teach a single subject class (Math - Computer Science) at the San Ysidro Middle School in grades 7 and 8 during 2017-18 school year; and

WHEREAS, Mr. Garcia has given his written consent to be assigned to a single subject position (Math – Computer Science) for school year 2017-2018;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board that it hereby authorizes the San Ysidro School District to assign Mr. Eriberto Garcia to the aforementioned teaching assignment for the 2017-2018 school year, pursuant to the provisions of California Education Code Section 44256(b).

ADOPTED by the Governing Board of the San Ysidro School District at a regular meeting of said Board on January 25, 2018 by the following vote:

AYES: NOES: ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz, Clerk to the Governing Board, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution passed and adopted by the said Board at a regular and conducted meeting held on said date.

Marcos A. Diaz,
Clerk to the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: FIRST READING OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION – 5113.1 CHRONIC ABSENCE AND TRUANCY

BACKGROUND INFORMATION:
Currently, the San Ysidro School District does not have a Board Policy or Administrative Regulation covering Chronic Absence And Truancy. Moving forward, there is a need to add Board Policy (BP) and Administrative Regulation (AR) 5113.1 for Chronic Absence And Truancy to ensure compliance and accountability with State and Federal requirements, regulations, and legislation.

This Board Policy addresses both chronic absence, which refers to students missing an excessive number of days for any reason, whether excused or unexcused, and truancy, which refers to students missing school and/or being tardy without a valid excuse. The definition of "chronic absentee" is provided in Education Code 609101 for purposes or reporting student attendance within the California Longitudinal Pupil Achievement Data System.

Chronic absentee means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays (Education Code 60901).

Truant means a student who is absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof (Education Code 48260).

Education Code 48273 mandates that the District adopt rules and regulations related to reports of district referrals to a school attendance review board (SARB).

RECOMMENDATION:
Approve first reading of new Board Policy and Administrative Regulation 5113.1 - Chronic Absence and Truancy.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Superintendent's Office Certification:

CHRONIC ABSENCE AND TRUANCY

The Governing Board believes that absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

(cf. 5113 - Absences and Excuses)
(cf. 5113.11 - Attendance Supervision)

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district. He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates districtwide, for each school, and disaggregated for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be used in the development of annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans.

(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)

The Superintendent or designee shall develop strategies that focus on prevention of attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5126 - Awards for Achievement)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.6 - School Health Services)
(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.

Interventions for students with serious attendance problems shall be designed to meet the specific needs of the student and may include, but are not limited to, health care referrals, transportation assistance, counseling for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. The Superintendent or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to make alternative educational programs and support services available for students and families.

(cf. 1020 - Youth Services)
(cf. 5030 - Student Wellness)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 6158 - Independent Study)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

Students who are identified as truant shall be subject to the interventions specified in law and administrative regulation.

(cf. 5113.12 - District School Attendance Review Board)

A student's truancy, tardiness, or other absence from school shall not be the basis for his/her suspension or expulsion. Alternative strategies and positive reinforcement for attendance shall be used whenever possible.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Superintendent or designee shall periodically report to the Board regarding the district's progress in improving student attendance rates for all students and for each numerically significant student population. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to make changes as needed. As appropriate, the Superintendent or designee shall engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.

Legal Reference:
EDUCATION CODE
1740-1742 Employment of personnel to supervise attendance (county superintendent)
37223 Weekend classes
46000 Records (attendance)
46010-46014 Absences
46110-46119 Attendance in kindergarten and elementary schools
46140-46147 Attendance in junior high and high schools
48200-48208 Children ages 6-18 (compulsory full-time attendance)
48225.5 Work permits, entertainment and allied industries
48240-48246 Supervisors of attendance
48260-48273 Truants
48290-48297 Failure to comply; complaints against parents
48320-48325 School attendance review boards
48340-48341 Improvement of student attendance
48400-48403 Compulsory continuation education
48900 Suspension and expulsion
49067 Unexcused absences as cause of failing grade
52052 Academic Performance Index; numerically significant student subgroups
60901 Chronic absence
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act
PENAL CODE
270.1 Chronic truancy; parent/guardian misdemeanor
272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy
830.1 Peace officers
WELFARE AND INSTITUTIONS CODE
256-258 Juvenile hearing officer
601-601.4 Habitually truant minors
11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-421 Record of verification of absence due to illness and other causes
COURT DECISIONS
L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976

Management Resources:
CSBA PUBLICATIONS
Attendance Awareness Month, Fact Sheet, September 2014
ATTENDANCE WORKS PUBLICATIONS
Count Us In! Working Together to Show that Every School Day Matters, 2014
The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
School Attendance Review Board Handbook: A Road Map for Improved School Attendance and Behavior, 2015
School Attendance Improvement Handbook, 2000
WEB SITES
CSBA: http://www.csba.org
Attendance Works: http://www.attendanceworks.org
California Association of Supervisors of Child Welfare and Attendance: http://www.cascwa.org
California Department of Education: http://www.cde.ca.gov
California Healthy Kids Survey: http://chks.wested.org
California School Climate, Health, and Learning Survey System: http://cal-schls.wested.org

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CHRONIC ABSENCE AND TRUANCY

Definitions

Chronic absentee means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays. (Education Code 60901)

Truant means a student who is absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. (Education Code 48260)

Habitual truant means a student who has been reported as a truant three or more times within the same school year, provided the district has made a conscientious effort to hold at least one conference with the student and his/her parent/guardian after either of the two previous reports. (Education Code 48262, 48264.5)

Chronic truant means a student who has been absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date, provided the district has met the requirements of Education Code 48260, 48260.5, 48261, 48262, 48263, and 48291. (Education Code 48263.6)

For purposes of classifying a student as a truant, valid excuse includes, but is not limited to, the reasons for which a student shall be excused from school pursuant to Education Code 48205 and 48225.5. A valid excuse may include other reasons that are within the discretion of school administrators and, based on the facts of the student's circumstances, are deemed to constitute a valid excuse. (Education Code 48260)

(cf. 5113 - Absences and Excuses)
(cf. 5113.2 - Work Permits)

Addressing Chronic Absence

When a student is identified as a chronic absentee, the Superintendent or designee shall communicate with the student and his/her parents/guardians to determine the reason(s) for the excessive absences, ensure the student and parents/guardians are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.

(cf. 5113.11 - Attendance Supervision)
(cf. 6020 - Parent Involvement)

The student may be referred to a student success team or school-site attendance review team to assist in evaluating his/her needs and identifying strategies and programs to assist him/her.

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)

A student who is struggling academically may be offered tutoring or other supplemental instruction, extended learning opportunities, and/or alternative educational options as appropriate.

(cf. 6158 - Independent Study)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6178.1 - Work-Based Learning)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)

Whenever chronic absenteeism is linked to a health issue or nonschool condition, the Superintendent or designee may recommend school or community resources and/or collaborate with community agencies and organizations to address the needs of the student and his/her family.

(cf. 1020 - Youth Services)
(cf. 5141.6 - School Health Services)

Addressing Truancy

An attendance supervisor or designee, peace officer, probation officer, or school administrator or designee may, as applicable, arrest or assume temporary custody during school hours of any minor student found away from his/her home who is absent from school without a valid excuse. Any person arresting or assuming temporary custody of a minor student shall deliver the student and make reports in accordance with Education Code 48265 and 48266. (Education Code 48264, 48265, 48266)

(cf. 3515.3 - District Police/Security Department)

The Superintendent or designee shall investigate a complaint from any person that a parent/guardian has violated the state compulsory education laws contained in Education Code 48200-48341. (Education Code 48290)
When a student has been identified as a truant as defined above, the following steps shall be implemented based on the number of truancies he/she has committed:

1. Initial truancy

a. The student shall be reported to the Superintendent or designee. (Education Code 48260)

b. The student's parent/guardian shall be notified by the most cost-effective method possible, which may include email or a telephone call, that: (Education Code 48260.5)

(1) The student is truant.

(2) The parent/guardian is obligated to compel the student to attend school. If the parent/guardian fails to meet this obligation, he/she may be guilty of an infraction of the law and subject to prosecution pursuant to Education Code 48290-48296.

(3) Alternative educational programs are available in the district.

(4) The parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the student's truancy.

(5) The student may be subject to arrest or held in temporary custody by a probation officer, a peace officer, a school administrator or designee, or attendance supervisor or designee pursuant to Education Code 48264 if found away from home and absent from school without a valid excuse.

(6) It is recommended that the parent/guardian accompany the student to school and attend classes with the student for one day.

(cf. 5145.6 - Parental Notifications)

c. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)

d. The student and, as appropriate, his/her parent/guardian may be requested to attend a meeting with a school counselor or other school designee to discuss the root causes of the attendance issue and develop a joint plan to improve the student's attendance. (Education Code 48264.5)

e. The Superintendent or designee may notify the district attorney and/or probation officer of the student's name and the name and address of his/her parents/guardians. (Education Code 48260.6)

2. Second truancy

a. Any student who has once been reported as a truant shall again be reported to the Superintendent or designee as a truant if he/she is absent from school without a valid excuse one or more days or is tardy on one or more days during the school year. (Education Code 48261)

b. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)

c. The student may be assigned to an after-school or weekend study program within the county. If the student fails to successfully complete this study program, he/she shall be subject to item #3 below. (Education Code 48264.5)

d. An appropriate district staff member shall make a conscientious effort to hold at least one conference with the student and his/her parent/guardian by communicating with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call. (Education Code 48262)

e. The student may be given a written warning by a peace officer. A record of that warning may be kept at the school for not less than two years or until the student graduates or transfers from the school. If the student transfers, the record may be forwarded to the new school. (Education Code 48264.5)

f. The Superintendent or designee may notify the district attorney and/or probation officer when the student continues to be classified as a truant after the parents/guardians have been notified in accordance with item #1b above. (Education Code 48260.6)

3. Third truancy (habitual truancy)

a. A student who is habitually truant, irregular in school attendance, or habitually insubordinate or disorderly during attendance at school may be referred to, and required to attend, a school attendance review board (SARB) program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the Superintendent or designee. (Education Code 48263, 48264.5)

(cf. 5113.12 - District School Attendance Review Board)

b. Upon making a referral to the SARB or the probation department, the Superintendent or designee shall provide the student and parent/guardian, in writing, the name and address of the SARB or probation department and the reason for the referral. This notice shall indicate that the student and parent/guardian shall be required, along with the district staff person making the referral, to meet with the SARB or a probation officer to consider a proper disposition of the referral. (Education Code 48263)

c. If the student does not successfully complete the truancy mediation program or other similar program, he/she shall be subject to item #4 below. (Education Code 48264.5)

d. If the Superintendent or designee determines that available community services cannot resolve the problem of the truant or insubordinate student or if the student and/or his/her parents/guardians have failed to respond to the directives of the district or to services provided, the Superintendent or designee may so notify the district attorney and/or the probation officer. (Education Code 48263)

4. Fourth truancy

a. Upon his/her fourth truancy within the same school year, the student may be referred to the jurisdiction of the juvenile court. (Education Code 48264.5; Welfare and Institutions Code 601)

b. If a student has been adjudged by the county juvenile court to be a habitual truant, the Superintendent or designee shall notify the juvenile court and the student's probation or parole officer whenever the student is truant or tardy on one or more days without a valid excuse in the same or succeeding school year, or is habitually insubordinate or disorderly at school. The juvenile court and probation or parole officer shall be notified within 10 days of the violation. (Education Code 48267)

5. Chronic truancy (unexcused absence for 10 percent of school days)

a. The Superintendent or designee shall ensure that the student's parents/guardians are offered language-accessible support services to address the student's truancy.

b. If a chronically truant student is at least age six years and is in any of grades K-8, the Superintendent or designee shall notify the student's parents/guardians that failure to reasonably supervise and encourage the student's school attendance may result in the parent/guardian being found guilty of a misdemeanor pursuant to Penal Code 270.1.

Records

The Superintendent or designee shall maintain accurate attendance records for students identified as habitual or chronic truants. The Superintendent or designee also shall document all contacts with a student and his/her parent/guardian regarding the student's attendance, including a summary of all conversations and a record of all intervention efforts.

(cf. 5125 - Student Records)

The Superintendent or designee shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: FIRST READING OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION – 5113.12 DISTRICT SCHOOL ATTENDANCE REVIEW BOARD (SARB)

BACKGROUND INFORMATION:
Currently, the San Ysidro School District does not have a Board Policy or Administrative Regulation covering District School Attendance Review Board. Moving forward, there is a need to add Board Policy (BP) and Administrative Regulation (AR) 5113.12 for District School Attendance Review Board (SARB) to ensure compliance and accountability with State and Federal requirements, regulations, and legislation.

Board Policy 5113.12 is to be used by districts that have established their own School Attendance Review Board (SARB) in addition to or instead of a county office of education SARB. Pursuant to Education Code 48324, if a county SARB exist, the District's SARB must be governed by rules and regulations consistent with the rules and regulations established by the county SARB or by other legal requirements.

RECOMMENDATION:
Approve first reading of new Board Policy and Administrative Regulation 5113.12 - District School Attendance Review Board (SARB).

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

DISTRICT SCHOOL ATTENDANCE REVIEW BOARD

The Governing Board recognizes that poor school attendance and behavior problems negatively impact student achievement and put students at greater risk of dropping out of school. The Superintendent or designee shall establish a comprehensive and integrated system for the early identification of attendance problems and shall implement strategies to encourage students' attendance. After other interventions have been exhausted, students with a pattern of unexcused absences may be referred to a school attendance review board (SARB), in accordance with applicable law, in order to receive intensive guidance and assistance.

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5113.11 - Attendance Supervision)
(cf. 5147 - Dropout Prevention)

The SARB shall maintain a continuing inventory of community resources, including alternative educational programs.

The Superintendent or designee shall collaborate with the SARB and appropriate community agencies, including, but not limited to, law enforcement agencies, child welfare agencies, and health services, to provide school-based and/or community-based interventions tailored to the specific needs of the student.

(cf. 1020 - Youth Services)
(cf. 5030 - Student Wellness)
(cf. 5126 - Awards for Achievement)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.6 - School Health Services)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6158 - Independent Study)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

The Board shall appoint members to the district's SARB, who may include a parent/guardian as well as representatives of various agencies including, but not limited to, school districts; the county probation department; the county welfare department; the County Superintendent of Schools; law enforcement agencies; community-based youth service centers; school guidance personnel; child welfare and attendance personnel; school or county health care personnel; school, county, or community mental health personnel; the county district attorney's office; and the county public defender's office. (Education Code 48321)

The district's SARB shall provide support to improve student attendance and behavior through proactive efforts focused on building positive school environments and improved school connectedness, early identification and immediate intervention to re-engage students with poor attendance or behavior, and intensive intervention with students and families to address severe or persistent attendance or behavior issues.

The district's SARB shall operate in accordance with Education Code 48320-48325, the Brown Act (Government Code 54950-54963), and the bylaws of the SARB.

The SARB shall collect data and annually report outcomes on SARB referrals to the Governing Board, Superintendent or designee, and County Superintendent of Schools. (Education Code 48273)

Legal Reference:
EDUCATION CODE
1740 Employment of personnel to supervise attendance (county superintendent)
1980-1986 County community school
46010-46014 Absences
48200-48208 Children ages 6-18 (compulsory full-time attendance)
48240-48246 Supervisors of attendance
48260-48273 Truants
48290-48297 Failure to comply; complaints against parents
48320-48325 School attendance review boards
48340-48341 Improvement of student attendance
48400-48403 Compulsory continuation education
48660-48666 Community day school
49067 Unexcused absences as cause of failing grade
CODE OF CIVIL PROCEDURE
1985-1997 Production of evidence; means of production
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act

PENAL CODE
270.1 Chronic truancy; parent/guardian misdemeanor
272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy
830.1 Peace officers
WELFARE AND INSTITUTIONS CODE
256-258 Juvenile hearing officer
601-601.4 Habitually truant minors
11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-421 Record of verification of absence due to illness and other causes
COURT DECISIONS
L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
School Attendance Review Board Handbook: A Road Map for Improved School Attendance and Behavior, 2015
School Attendance Improvement Handbook, 2000
WEB SITES
CSBA: http://www.csba.org
Attendance Works: http://www.attendanceworks.org
California Association of Supervisors of Child Welfare and Attendance: http://www.cascwa.org
California Department of Education: http://www.cde.ca.gov

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DISTRICT SCHOOL ATTENDANCE REVIEW BOARD

Upon receiving a referral of a student with attendance and/or behavior problems, a designated member of the school attendance review board (SARB) shall review the case and may meet with school personnel to determine whether the school has provided sufficient information about the student's attendance record or behavior. If the referral is complete and is an appropriate matter for the SARB to consider, the SARB chairperson shall provide written notification to the student's parents/guardians stating the reasons a referral has been made, explaining the SARB process, advising whether additional information is needed, and describing school-level interventions that have previously been attempted.

The SARB shall meet with the student and his/her parents/guardians, give them an opportunity to present their understanding of the problem, and discuss the school and/or community resources appropriate for the student's circumstances.

Any SARB meeting to consider matters related to an individual student shall be held in closed session unless the parent/guardian requests, in writing, that the meeting be held in open session.

(cf. 9321 - Closed Session Purposes and Agendas)

The SARB shall have access to relevant student records, but shall not provide access to others without written consent of the student's parent/guardian. (Education Code 49076)

(cf. 5125 - Student Records)

For the limited purpose of making a proper disposition of the referral of a student, the SARB may issue subpoenas pursuant to Code of Civil Procedure 1985-1997 or may request the juvenile court to issue subpoenas to require the attendance of the student, parents/guardians or other person having control of the student, the school authority referring the student, or any other person who has pertinent or material information concerning the matter. The SARB shall not issue any subpoena that includes a request for production of written materials, but may request a juvenile court to issue such subpoena for the production of written materials. (Education Code 48263, 48321.5)

The SARB shall issue written directives stating the responsibilities of all persons involved, detailed resource referrals, and follow-up dates for the school's reports on the student's progress. The written directives shall include an agreement that the student will attend school or improve classroom behavior as applicable, and shall be signed by the student, his/her parents/guardians, the SARB chairperson, and the Superintendent or designee.

When referred by the SARB, a student may be assigned to a community day school or a county community school. (Education Code 1981, 48662)

(cf. 6185 - Community Day School)

At any time it deems proper, the SARB may require the student or his/her parents/guardians to furnish satisfactory evidence of participation in any available community services that the student or parents/guardians have been directed to use. (Education Code 48263)

Based on progress reports submitted by the school, the SARB may terminate the agreement upon the successful completion of the terms of the agreement, extend the time for completion of the agreement, or schedule another meeting with the student and his/her parents/guardians.

If the student's attendance or behavior problems cannot be resolved by the SARB, or if the student and/or the student's parents/guardians continually and willfully fail to respond to SARB directives or the services provided, the student or parents/guardians shall be referred to the appropriate agency, including law enforcement agencies when necessary. (Education Code 48263, 48290-48291)

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION – 4030 NONDISCRIMINATION IN EMPLOYMENT

BACKGROUND INFORMATION:
Board Policy 4030 has been revised to include additional protected classes that are not included in our current board policies. In addition, it delineates which areas of employment and employment related practices to which this board policy is applicable. Reasonable Accommodations are now also included in this board policy.

Administrative Regulation 4030 is revised from the current Administrative Regulation 4031. The revisions include the contact information for the district coordinator for nondiscrimination in employment. The revision also includes a list of measures to prevent discrimination, as well as, changes to the notice and receipt of complaints.

Administration recommends approval of the first reading of the attached Board Policy and Administrative Regulation.

RECOMMENDATION:
Approve first reading of revised Board Policy and Administrative Regulation 4030 – Nondiscrimination in Employment.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

NONDISCRIMINATION IN EMPLOYMENT

The Governing Board is determined to provide district employees, interns, volunteers, and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. This policy shall apply to all district employees and, to the extent required by law, to interns, volunteers, and job applicants.

(cf. 1240 - Volunteer Assistance)
(cf. 4111/4211/4311 - Recruitment and Selection)

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation or his/her association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment

2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training

(cf. 4151/4251/4351 - Employee Compensation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

   a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

(cf. 4033 - Lactation Accommodation)

NONDISCRIMINATION IN EMPLOYMENT (continued)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

b. Religious creed discrimination based on an employee's religious belief or observance, including his/her religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

c. Disability discrimination based on a district requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

d. Disability discrimination based on the district's failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee, to determine effective reasonable accommodations for the employee, when he/she has requested reasonable accommodation for a known physical or mental disability or medical condition

(cf. 4032 - Reasonable Accommodation)

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about

NONDISCRIMINATION IN EMPLOYMENT (continued)

how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

In addition, the Superintendent or designee shall post, in a conspicuous place on district premises, the California Department of Fair Employment and Housing publication on workplace discrimination and harassment issued pursuant to 2 CCR 11013.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
CIVIL CODE
51.7 Freedom from violence or intimidation
GOVERNMENT CODE
11135 Unlawful discrimination
11138 Rules and regulations
12900-12996 Fair Employment and Housing Act
PENAL CODE
422.56 Definitions, hate crimes
CODE OF REGULATIONS, TITLE 2
11006-11086 Discrimination in employment
11013 Recordkeeping
11019 Terms, conditions and privileges of employment
11023 Harassment and discrimination prevention and correction
11024 Sexual harassment training and education

Legal Reference continued: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Legal Reference continued:

CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 29
621-634 Age Discrimination in Employment Act
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age discrimination in federally assisted programs
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34
100.6 Compliance information
104.7 Designation of responsible employee for Section 504
104.8 Notice
106.8 Designation of responsible employee and adoption of grievance procedures
106.9 Dissemination of policy
110.1-110.39 Nondiscrimination on the basis of age
COURT DECISIONS
Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863
Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS
California Law Prohibits Workplace Discrimination and Harassment, December 2014
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
Questions and Answers: Religious Discrimination in the Workplace, 2008
New Compliance Manual Section 15: Race and Color Discrimination, April 2006
Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Equal Employment Opportunity Commission: http://www.eeoc.gov

NONDISCRIMINATION IN EMPLOYMENT

All allegations of discrimination in employment, including those involving an intern, volunteer, or job applicant, shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

_____
(position title)

_____
(address)

_____
(telephone number)

_____
(email)

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)

    a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

    b. Posting them in all district schools and offices, including staff lounges and other prominent locations

    c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

    (cf. 1113 - District and School Web Sites)
    (cf. 1114 - District-Sponsored Social Media)

2. Disseminate the district's nondiscrimination policy to all employees by one or more of the following methods: (2 CCR 11023)

NONDISCRIMINATION IN EMPLOYMENT (continued)

a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return

b. Sending the policy via email with an acknowledgment return form

c. Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

d. Discussing the policy with employees upon hire and/or during a new hire orientation session

e. Any other way that ensures employees receive and understand the policy

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior

4. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

   Training for supervisors shall include the requirement to report any complaint of misconduct to a designated representative, such as the coordinator, human resources manager, or Superintendent or designee as a topic in the sexual harassment prevention training required pursuant to 2 CCR 11024 (2 CCR 11023)

   (cf. 1240 - Volunteer Assistance)
   (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
   (cf. 4131 - Staff Development)
   (cf. 4231 - Staff Development)
   (cf. 4331 - Staff Development)

5. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

6. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce

NONDISCRIMINATION IN EMPLOYMENT (continued)

Complaint Procedure

Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant may inform his/her direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman.

   The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

   A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

   The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4032 - Reasonable Accommodation)

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

   The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. He/she shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

NONDISCRIMINATION IN EMPLOYMENT (continued)

If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out his/her investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents are prevented. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented.

   The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960

2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: FIRST RADING OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION – 4112.2 CERTIFICATION

BACKGROUND INFORMATION:
Board Policy 4112.2 has been revised to include the requirement of possessing an intern credential to the priorities for hiring based on unavailability of credentialed teachers. Addtionally, the board policy has been revised to include parental notifications regarding teacher qualifications.

Administrative Regulation 4112.2 has been revised to include the requirements of a temporary county certificate and background check. Additionally, the Administrative Regulation has been revised to include the process and procedures for requesting the teaching permit for the Temporary Permit for Statutory Leaves (TPSL).

Administration recommends approval of the first reading of the attached Board Policy and Administrative Regulation.

RECOMMENDATION:
Approve first reading of revised Board Policy and Administrative Regulation 4112.2 - Certification.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

CERTIFICATION

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

(cf. 4111/4211/4311 - Recruitment and Selection)
(cf. 4112.21 - Interns)
(cf. 4112.22 - Staff Teaching English Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4113 - Assignment)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 5148 - Child Care and Development)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher for each assignment. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential

2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds a provisional internship permit (PIP) or short-term staff permit issued by the CTC

   The Board shall approve, as an action item at a public Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. An individual who holds an emergency permit or for whom a credential waiver has been granted by the CTC

CERTIFICATION (continued)

Prior to requesting that the CTC issue an emergency permit pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled public Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

The Board encourages district teachers to voluntarily complete the requirements for the advanced certification awarded by the National Board for Professional Teaching Standards.

The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. In accordance with the collective bargaining agreement and the district budget, the Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program.

(cf. 4161.3 - Professional Leaves)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction

CERTIFICATION (continued)

2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived

3. Is teaching in the field of discipline of his/her certification

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

Legal Reference:

EDUCATION CODE
8360-8370 Qualifications of child care personnel
32340-32341 Unlawful issuance of a credential
35186 Complaints regarding teacher vacancy or misassignment
44066 Limitations on certification requirements
44200-44399.1 Teacher credentialing, especially:
44250-44277 Credential types; minimum requirements
44300-44302 Emergency permit
44325-44328 District interns
44330-44355 Certificates and credentials
44420-44440 Revocation and suspension of credentials
44450-44468 University intern program
44830-44929 Employment of certificated persons; requirement of proficiency in basic skills
56060-56063 Substitute teachers in special education
CODE OF REGULATIONS, TITLE 5
80001-80674.6 Commission on Teacher Credentialing
UNITED STATES CODE, TITLE 20
6312 Title I local educational agency plans; notifications regarding teacher qualifications
CODE OF FEDERAL REGULATIONS, TITLE 34
200.61 Parent notification regarding teacher qualifications
COURT DECISIONS
Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534

CERTIFICATION (continued)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
CL-667 Basic Skills Requirement
CL-856 Provisional Internship Permit
CL 858 Short-Term Staff Permit
Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, August 23, 2016
Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
Subject Matter Authorization Guideline Book, 2012
Supplementary Authorization Guideline Book, 2012
California Standards for the Teaching Profession, 2009
The Administrator's Assignment Manual, rev. September 2007
WEB SITES
CSBA: http://www.csba.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Commission on Teacher Credentialing, Credential Information Guide (for employers' use only): http://www.ctc.ca.gov/credentials/cig
National Board for Professional Teaching Standards: http://www.nbpts.org
U.S. Department of Education: http://www.ed.gov

CERTIFICATION

Verification of Credentials

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

(cf. 4112.21 - Interns)
(cf. 4112.22 - Staff Teaching English Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 5148 - Child Care and Development)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

The Superintendent or designee shall verify that any person who is employed by the district while his/her application for certification is being processed by the CTC possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Basic Skills Proficiency

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if he/she has not yet been afforded the opportunity to take the test, provided that he/she takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of his/her test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by the CTC unless he/she has completed a basic skills proficiency test in another state or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44274.2; 5 CCR 80071.4, 80413.3)

CERTIFICATION (continued)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.2 - Certificate of Proficiency)
(cf. 6162.5 - High School Exit Examination)

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

The district may request that the CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher

2. Inability of the teacher of record to finish the school year due to approved leave or illness

3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved intern program

4. Inability of the applicant to enroll in an approved intern program due to timelines or lack of space in the program

5. Unavailability of a third-year extension of an intern program or the applicant's withdrawal from an intern program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to the CTC: (5 CCR 80021)

1. Verification that the district has conducted a local recruitment for the permit being requested

CERTIFICATION (continued)

2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit

(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)

3. Written justification for the permit signed by the Superintendent or designee

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

Before requesting that the CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

(cf. 4111/4211/4311 - Recruitment and Selection)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that the CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.

2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.

   The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience.

CERTIFICATION (continued)

3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.

4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.

5. A notice of intent to employ the applicant in the identified position has been made public.

   The district shall submit a copy of the agenda item presented at a public Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that he/she will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an intern program.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Teaching Permit for Statutory Leave

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that the CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to the CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject of the statutory leave position and no such candidate is available. (5 CCR 80022)

CERTIFICATION (continued)

The district shall verify to the CTC that it will provide the interim teacher: (5 CCR 80022)

1. An orientation to the assignment before or during the first month of service in the statutory leave assignment

2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment

3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022. He/she shall annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

(cf. 4113 - Assignment)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with items #2-3 above. (5 CCR 80022)

Long-Term Emergency Permits

As necessary, the Superintendent or designee may request that the CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit, or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before he/she begins a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade level

CERTIFICATION (continued)

span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

(cf. 4117.14/4317.14 - Postretirement Employment)

Substitute Teaching Permits

The district may employ a person whose credential or permit authorizes substitute teaching services, provided that:

1. A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSL, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the California Basic Educational Skills Test, shall not serve as a substitute for more than 30 days for any one teacher during the school year. He/she shall not serve as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)

2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)

3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)

4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

Before employing a person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

Curriculum & Instruction

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2017-18

BACKGROUND INFORMATION:
In November 1988, California voters passed Proposition 98, also known as *The Classroom Instructional Improvement and Accountability Act*. This ballot initiative provides California's public schools with a stable source of funding. In return, all public schools in California are required annually to prepare the School Accountability Report Cards (SARCs) and disseminate them to the public. SARCs are intended to provide the public with important information about each public school and to communicate a school's progress in achieving its goals.

SARC content requirements: State and Federal laws require specific items to be reported in the following categories: • demographic information, • school safety and climate for learning, • academic data, • school completion, • class size, teacher and staff information, • curriculum and instruction, • postsecondary preparation and • fiscal and expenditure data, pursuant to *EC* Sections 33126, 33126.1, 35256, and 52052, and Public Law 107-110 Section 1111(h) (2). Also, schools are required to have an annual facility inspection and this information needs to be reflected on the SARC in accordance with *EC* Sections 33126 and 33126.1.

SARCs must be published and submitted to the CDE no later than February 1st of each year.
-SARC reports under separate cover-

RECOMMENDATION:
Approve the publication of the School Accountability Report Cards for our seven schools for the 2017-18 school year.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: ANNUAL CBO FORUM

BACKGROUND INFORMATION:
Every year the San Diego County Office of Education organizes the Chief Business Officer's (CBO) Forum in collaboration with the Fiscal Crisis Management Assistance Team (FCMAT). It is of utmost importance for the District's Interim Chief Business Official to be kept informed and updated on current and upcoming changes that may affect the District's revenue. Speakers from various agencies such as School Services of California, FCMAT, Capitol Advisors Group, and Fagen Friedman & Fulfrost will also be presenting.

RECOMMENDATION:
Approve/Ratify the attendance of Peter Wong to the Annual CBO Forum to be held on February 1-2, 2018 in Fallbrook, California at a cost of $250.00 from the General fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

$250.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

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

AGENDA ITEM: 15TH ANNUAL EARLY YEARS CONFERENCE: TRANSFORMING TEACHING PRACTICE TO FACILITATE MINDFUL LEARNING & CRITICAL THINKING

BACKGROUND INFORMATION:
The 15th Annual Early Years Conference, sponsored by the San Diego County Office of Education, Early Education Programs and Services, and the State Preschool Directors Consortium, is designed especially for preschool, transitional kindergarten and kindergarten educators. The conference theme is Transforming Teaching Practice to Facilitate Mindful Learning and Critical Thinking. Multiple workshops are planned with the focus on two thematic strands: Leadership in Supporting Mindful Learning and Critical Thinking for Early Childhood Education Programs; and Supporting Mindful Learning and Critical Thinking in the Classroom. The Preschool & Child Development Program staff will gain new strategies to help preschool children benefit by attending this conference to be held in San Diego either on Friday, February 23, 2018 or Saturday, February 24, 2018.

RECOMMENDATION:
Approve the attendance of up to nineteen (19) preschool staff members to the 15th Annual Early Years Conference to be held in San Diego on either February 23, 2018 or February 24, 2018 at a cost not to exceed $1,500 from the Preschool & Child Development QPI fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$1,500.00	Preschool & Child Development QPI Account	1200-9024000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Early Years Conference ~ Participants

Friday, February 23, 2018

1. Lorena Varela-Reed
2. Nancy Serrano
3. Cecilia Cruz

Saturday, February 24, 2018

1. Matilde Diaz
2. Eva Marquez de Larios
3. Martha Gutierrez
4. Eva Duarte
5. Sandra Ferguson
6. Celia Mendivil
7. Ernestina Lopez
8. Brianna Beltran
9. Sarely Lazo
10. Leticia Martinez
11. Vanessa Molina
12. Manuel Infante
13. Ilzeth Soler
14. Amy Haven
15. Olivia Garcia
16. Meliza Rubio

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Child Nutrition Services
Paloma Perez Bertrand, Interim Director

AGENDA ITEM: PROMOTING INTEGRITY NOW TRAINING

BACKGROUND INFORMATION:
The Child Nutrition Department has been approved to implement the CACFP program as of January 2018. The Promoting Integrity Now course is a free two-day training developed to strengthen managerial and operational practices, and provide regulatory and nutritional information to Child and Adult Care Food Program (CACFP) child care staff. The training will cover information on new meal pattern requirements, enrollment requirements, financial management and food safety. The cost implications are for mileage and meals.

RECOMMENDATION:
Approve the attendance of Ana Bush, Area Production Manager and Sadeer Sahib, Accounting Technician II to the "Promoting Integrity Now" training to be held on February 28 to March 1, 2018 at the Escondido Union High School District at an estimated cost of $200.00 from the Cafeteria fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ESTIMATE $200.00 (Amount)	Cafeteria Fund 13 (Name of funding source and/or location)	-- (Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: ILLUMINATE EDUCATION USER CONFERENCE AND REGIONAL MEETINGS

BACKGROUND INFORMATION:
The Illuminate Education User Conference (IEUC) broadens users knowledge utilizing pathway sessions that provide information and learning experiences to district/school site teams for Illuminate Education products. The San Ysidro School District's data management system, Illuminate Education, is in its first year of implementation. This conference provides opportunities to increase learning of the system through the following pathways: Assessments, Beginning Administrator, Beginning Teacher, Data Analysis, District Leadership, Equity, Grading for Learning, System Admin/Implementation, Reporting, and Training/Data and Assessment Lead.

Illuminate Education also offers Winter and Spring regional meetings. These meetings provide valuable opportunities to connect with neighboring districts to share best practices, discuss challenges, and celebrate success. The dates for these meetings are TBD and have no cost implications.

Coordinator of Data, Assessment, and Evaluation, and Coordinator of Federal and State Programs are District leaders in the implementation and evaluation of the data management system, which is integral to the success of SYSD's Instructional Design.

Cost implications for the conference include registration fees and parking. Regional meetings will be free.

RECOMMENDATION:
Approve the attendance and participation of Kelli Hay and Cynthia Gonzalez to the Illuminate Education User Conference scheduled for February 1-2, 2018, at the San Diego Convention Center at a cost of $1,500.00 from the Title II fund. Regional meetings have no additional cost to the District.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$1,500.00 (Amount)	Title II Fund (Name of funding source and/or location)	-- (Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Child Nutrition Services
Paloma Perez Bertrand, Interim Director Child Nutrition

AGENDA ITEM: GENERAL MILLS K-12 CONNECTION FOOD SERVICE ANNUAL EVENT

BACKGROUND INFORMATION:
The General Mills K-12 Connection is an annual event targeted for food service professionals to share best practices, discuss new trends, and develop new ideas for child nutrition programs. The event includes trends and insights in the Industry, best practices from local districts, live culinary demonstrations from a chef, and new innovation to drive participation. Nutrition staff will be able to count this event as education units to meet the USDA requirement professional standards.

The cost implications include mileage and substitute hours.

RECOMMENDATION:
Approve the attendance of Ana Bush, Area Production Manager and Carmen Verduzco, Child Nutrition Specialist Lead, to the General Mills K-12 Connection annual event to be held on Friday, February 2, 2018 at the SDG&E Energy Innovation Center in San Diego, California at a cost not to exceed $200.00 from Cafeteria Fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2017 - 2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
Not to exceed $200.00 (Amount)	Cafeteria Fund 13 (Name of funding source and/or location)	-- (Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: SAN DIEGO MATH LEADERS SUMMIT 2018

BACKGROUND INFORMATION:
The San Diego Math Leaders Summit 2018 is a professional development opportunity for teacher leaders to grow in their mathematical practices through networking and learning. The Summit will include current teaching practices, and working with districts throughout the county to create a peer network. Teacher leaders will participate in sessions that examine assessment, equity, technology, and supporting professional development.

Participation in this summit allows our Instructional Leads/TOSAs to grow in the practice of new teaching and coaching strategies with an emphasis on changing mindsets. This opportunity will help them be more successful and thoughtful as they prepare trainings and support for classroom teachers throughout the District.

RECOMMENDATION:
Approve the attendance and participation of Instructional Leads Adriana Aguilar and Juan Molina to the San Diego Math Leaders Summit 2018 to be held in San Diego on February 14, 2018 at no cost to the District.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Oscar Madera, Acting Director

AGENDA ITEM: MINI-SKILLS SESSIONS WITH DR. MICHAEL HASS

BACKGROUND INFORMATION:
This workshop will focus on comprehensive and time effective approaches to social emotional assessment. Specifically, participants will learn to draw information from multiple methods to make decisions about the need for mental services and eligibility as a student with emotional disturbance. This workshop also clarifies the characteristics of effective reports and reviews the legal mandates of report writing. Participants will receive specific suggestions for writing reports that are useful and accessible to consumers.

Cost implication will be $80.00 per participant.

RECOMMENDATION:
Approve the attendance and participation of Denise Villezcas, Lead School Psychologist to the Mini-Skills Sessions with Dr. Michael Hass on March 2, 2018 at the South Bay Union School District in Imperial Beach at a total cost of $80.00 from the Educationally Related Mental Health Services (ERMHS) fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$80.00	Educationally Related Mental Health Services (ERMHS)	0100-65120000-5770-1190-5200003-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Willow School
Manuel Bojorquez, Principal

AGENDA ITEM: INSTRUCTIONAL MEDIA RESOURCE ASSOCIATE (IMRA) CERTIFICATE COURSE OF STUDY

BACKGROUND INFORMATION:
The Principal of Willow School is requesting approval for the Instructional Media Resource Aide (IMRA) to attend the eight week IMRA Course of Study, which will take place at the San Diego County Office of Education on March 7, 2018.

This training provides a learning context that interests, excites, and challenges participants to learn effective 21st Century library media service practices. They will be using a variety of online learning tools to create an engaging experience during the one face-to-face day together.

The follow-up online format will provide the opportunity for site library-media staff participants to communicate and complete the course assignments. Participants can expect a 4-5 hour per week over the course of eight weeks and all of the course assignments will be completed online.

RECOMMENDATION:
Approve the attendance and participation of Ms. Marcy Begins to the IMRA Certificate Course of Study professional development to be held in San Diego on March 7, 2018 at a cost not to exceed $200.00 from the General fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$200.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: CABE CONFERENCE 2018

BACKGROUND INFORMATION:
The California Association for Bilingual Education (CABE) promotes and supports educational excellence for all students. CABE Conference 2018 will be held in Sacramento, California on March 28-31, 2018. The Annual Conference is a major educational event for school and university personnel, parents and other individuals who work with all students and specifically dual language learners. The CABE Conference has gained a reputation for providing participants with quality, in-depth and innovative professional development. Teachers and DELAC members will be able to participate in high quality seminars and parent involvement workshops and in-depth institutes. All participants will greatly benefit from this professional development opportunity.

Estimated cost implications include: registration fees, lodging, meals, transportation and airfare.

RECOMMENDATION:
Approve the attendance and participation of the following staff: Erika Meza, Sylvia Cervantes, Emilia Villanueva, Carla Garcia, Leticia Lemos, Juana Marin DeGuire, Isela Huerta, Marisa Dorado, Marsha Omelina, David Alvarado, Brianne Anderson, Zenaida Rosario and DELAC parents: Catalina Hernandez, Linda Denton and Beckie Lowe to the 2018 CABE Conference to be held in Sacramento, California on March 28 - 31, 2018 at an approximate cost of $30,0000.00 from Title III fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
Approximate $30,000.00 (Amount)	Title III Fund (Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: 2018 EDUCATION FOR HOMELESS CHILDREN AND YOUTH READERS CONFERENCE

BACKGROUND INFORMATION:
The 2018 Education for Homeless Children and Youth Readers Conference will take place on February 26 – March 1, 2018 at the Courtyard Marriott Cal Expo in Sacramento, California. The Readers Conference is sponsored by the California Department of Education Coordinated School Health and Safety Office and recently made a solicitation for LEA staff members who possess a programmatic knowledge related to homeless services to apply to serve as readers/evaluators for grant applications. The California Department of Education would like for our Student and Family Services Manager to participate as a grant reader.

This participation will provide unique insights on how programs are developed to serve homeless children and youth throughout the State of California and gain valuable information on refining, delivering and administering programs for homeless children and youth.

Cost implications include lodging, airfare, transportation and meals.

RECOMMENDATION:
Approve the attendance and participation of Veronica Medina to the 2018 Education for Homeless Children and Youth Readers Conference, which will take place in Sacramento, CA on February 26 – March 1, 2018 at a cost not to exceed $1,500.00 from the Title I fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒Yes ☐ No

Requisition #

$1,500.00	Title I Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Administration
Mary L. Willis, Ed.D., Interim Superintendent

AGENDA ITEM: CALIFORNIA SCHOOL PUBLIC RELATIONS ASSOCIATION CONFERENCE

BACKGROUND INFORMATION:
California School Public Relations Association (CalSPRA) is a network of professionals dedicated to excellent school communication. Its primary purpose is to advance the practice of school communications by providing professional development, resources, support, and networking opportunities for all its members. CalSPRA is an incomparable resource for information sharing and statewide collaboration.

The District recommends that the Coordinator of Public Relations and Community Services attend the 2018 CalSPRA Conference. Attendees will participate in workshops and practical skill sessions that will cover topics such as: successful communication, engagement, public relations, marketing, advocacy strategies designed to address the challenges facing our schools, building strong relationships with all stakeholders, increase support for student achievement and school success and create advocates for public education. Participants will leave inspired and equipped with the tools needed to support our schools' success. The cost implication is for the conference registration.

RECOMMENDATION:
Approve the attendance and participation of Mr. Francisco Mata, Coordinator of Public Relations and Community Services to the California School Public Relations Association Conference to be held on March 1-3, 2018 in San Diego, CA at an estimated cost of $309.00 from the General fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$309.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Sunset Elementary School
Efrain Burciaga, Principal

AGENDA ITEM: KAGAN COOPERATIVE LEARNING INSTITUTES

BACKGROUND INFORMATION:
The Principal at Sunset Elementary is requesting approval for fourteen (14) teachers to attend the Kagan Cooperative Learning Institutes. These are two-day sessions that will take place in San Clemente, CA. The Kagan Structures integrate the most powerful principles from decades of research. Among the many positive findings of this field or research are improved academic achievement and improved social skills. Teachers will learn how to create a cooperative class through teambuilding and class building and how to set up team projects. Teachers will be divided in two groups as follows: first group on March 22-23 and second group on April 13-14, 2018.

75% of Sunset's student population is classified as English Learners (ELs). In order to increase the English Learners progress, Sunset's Single Plan for Student Achievement for 2017-18 (Action Step 1.15) focuses on professional development that will assist teachers in the use of research-based collaborative strategies for ELs.

Cost implications include registration fees, mileage, parking, and teacher's substitute rate.

RECOMMENDATION:
Approve the attendance and participation of Clarita Espiritu, Karla Garciadealba, Erika Hurtado, Evelyn Guanco, Gabrielle Rodriguez, Kimberly Bennett, Javier Cortes, Clarissa Marking, Veronica Hernandez, Entelechy Saron, Iliana Cornejo, Maria Kaai, Ted Vega and Thelma Sotelo to the Kagan Cooperative Learning Institute in San Clemente, CA on March 22-23 and April 13-14, 2018 at a cost not to exceed $8,850.00 from the Title I fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$8.850.00	Title I Fund	0100-3010000-1110-1000-5200003-018
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis Ed.D, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
San Ysidro Middle School
Roberto Carrillo, Principal

AGENDA ITEM: MIDDLE SCHOOL CAREER AND COLLEGE PREPARATION SERIES - PASSION, PURPOSE, POTENTIAL AND PATHWAYS

BACKGROUND INFORMATION:
The Middle School Career and College Preparation Series is a three-day professional learning opportunity for middle school and district staff.

After attending this professional development participants will be knowing:

- What career and college readiness looks like for middle schoolers
- Best educational practices for career exploration, work-based learning, and adding career context to content delivery
- The key components of college preparedness for middle school
- Strategies for developing students' knowledge and passion for college
- Models of career and college preparedness programs and more!

These series will be presented at the San Diego County Office of Education on the following dates:
• February 6, 2018 • February 28, 2018 and • May 3, 2018 with a cost of $500.00 for a team of three participants.

RECOMMENDATION:
Approve the attendance and participation of Roberto Carrillo, Dalia Gonzalez Garcia and Jamie Barrett to the Middle School Career and College Preparation Series at the San Diego County Office of Education on the dates mentioned above with a cost not to exceed $500.00 from the General fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$500.00	General Fund	01-0000000-1110-1000-5200003-022
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: DEMONSTRATION OF INCREASED AND IMPROVED SERVICES FOR UNDUPLICATED STUDENTS (DIISUP) PRESENTATION, PART II

BACKGROUND INFORMATION:
The California Collaborative for Educational Excellence (CCEE) in partnership with WestEd, San Mateo County Office of Education and the San Diego County Office of Education presented Part I of the Demonstration of Increased and Improved Services for Unduplicated Pupils (DIISUP) via Webinar.

Part II of DIISUP, will be an in-person training that will help participants dive into leveraging the Local Control Accountability Plan (LCAP) for local decision-making. In this training LEA teams will engage in deep discussion, analysis and planning, and will also develop familiarity with the suggested protocols and practice using the DIISUP section.

RECOMMENDATION:
Approve the attendance and participation of Kelli Hay, Cynthia Gonzalez, Manuela Colom and Laura Caballero to the Demonstration of Increased and Improved Services for Unduplicated Pupils (DIISUP) Presentation, Part II at the San Diego County Office of Education on February 27, 2018 at no cost to the District.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Ocean View Hills School
Nadia Aviles, Principal

AGENDA ITEM: INTRODUCTION TO RESTORATIVE JUSTICE TRAINING AND USING CIRCLES EFFECTIVELY WORKSHOP

BACKGROUND INFORMATION:
The Principal of Ocean View Hills Elementary is requesting approval for staff to attend the Introduction to Restorative Justice Training and Using Circles Effectively Workshop which will be held at the San Diego County Office of Education on January 30 and February 6, 2018. This training has been approved and is reflected on the School Plan for Student Achievement, Goal 2.

Participants will learn basic concepts and theories such as: • Explicit practice • Fair process • Social discipline window • Restorative practices continuum • Restorative questions, and ▪shame and affect. In addition, this training will help participants • Build/Strengthen relationships and community • Resolve conflicts • Decision-making, and • Information sharing.

The cost implications include registration fees and teacher substitutes.

RECOMMENDATION:
Approve the participation of Nadia Aviles, Vikki Viramontes-Castorena and Diana Pacheco to the Introduction to Restorative Justice Training and Using Circles Effectively Workshop to be held at the San Diego County Office of Education on January 30 and February 6, 2018 at a cost not to exceed $977.42 from the Title I fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

$977.42	Title I Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: PURCHASING REPORT

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

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period of December 1, 2017 through January 12, 2018. (Report #6): ▪ General Fund: 0000002757-0000002775, 0000002777, 0000002779-0000002790, 0000002792-0000002795, 0000002798-0000002805, 0000002808-0000002824, 0000002828-0000002843, 0000002845, 0000002847-0000002854, 0000002859-0000002874, 0000002876, 0000002879-0000002885, 0000002888-0000002917, 0000002919-0000002922, 0000002924-0000002925 ▪ Child Development Fund: 0000002796, 0000002846, 0000002855-0000002858, 0000002918 ▪ Child Nutrition Fund: 0000002776, 0000002778, 0000002797, 0000002844, 0000002877-0000002878, 0000002923 ▪ Building Fund: 0000002807, 0000002825 ▪ Capital Projects Fund: 0000002791

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

Varies	As listed above	-
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
12/1/2017	0000002757	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	4,679.00
12/1/2017	0000002757	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	4,679.00
12/4/2017	0000002758	0000000361	EDUCATORS PUBLISHING SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	328.37
12/4/2017	0000002758	0000000361	EDUCATORS PUBLISHING SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	328.37
12/4/2017	0000002758	0000000361	EDUCATORS PUBLISHING SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	762.43
12/4/2017	0000002759	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	48.49
12/4/2017	0000002759	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	45.00
12/4/2017	0000002759	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	146.14
12/4/2017	0000002760	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	150.00
12/4/2017	0000002760	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	100.00
12/4/2017	0000002760	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	100.00
12/4/2017	0000002761	0000000363	RIFTON EQUIPMENT	INSTRUCTIONAL SUPPLIES	0100	5640000	1,834.44
12/4/2017	0000002761	0000000363	RIFTON EQUIPMENT	INSTRUCTIONAL SUPPLIES	0100	5640000	1,757.67
12/4/2017	0000002761	0000000363	RIFTON EQUIPMENT	INSTRUCTIONAL SUPPLIES	0100	5640000	2,211.84
12/4/2017	0000002761	0000000363	RIFTON EQUIPMENT	INSTRUCTIONAL SUPPLIES	0100	5640000	2,161.73
12/4/2017	0000002761	0000000363	RIFTON EQUIPMENT	INSTRUCTIONAL SUPPLIES	0100	5640000	2,440.54
12/4/2017	0000002762	000675	ROYAL LINES	CONTRACTED SERVICES	0100	0000000	3,300.00
12/4/2017	0000002763	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	1,532.84
12/4/2017	0000002764	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	734.00
12/4/2017	0000002765	000258	PARADIGM HEALTHCARE SERVICES	CONTRACTED SERVICES	0100	0490000	8,000.00
12/4/2017	0000002766	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	9,900.00
12/4/2017	0000002767	002102	A-Z BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	1,551.33
12/4/2017	0000002767	002102	A-Z BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	8,200.52
12/4/2017	0000002768	004448	MOVIE LICENSING USA	CONTRACTED SERVICES	0100	0000000	2,839.00
12/4/2017	0000002769	001980	LOS ANGELES FREIGHTLINER	CONTRACTED SERVICES	0100	0982000	3,850.00
12/4/2017	0000002770	0000000068	P.I.P.S.	CONTRACTED SERVICES	0100	0000000	15,000.00
12/4/2017	0000002771	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6500000	161.63
12/4/2017	0000002771	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6500000	113.14
12/4/2017	0000002771	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6500000	113.14
12/4/2017	0000002772	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	96.92
12/4/2017	0000002772	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	47.30
12/4/2017	0000002773	000409	SAN DIEGO UNION-TRIBUNE	LEGAL ADVERTISEMENT	0100	0000000	399.72
12/4/2017	0000002774	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	3,291.00
12/4/2017	0000002775	0000000203	KEENAN & ASSOCIATES	CONTRACTED SERVICES	0100	0000000	7,661.00
12/4/2017	0000002777	0000000338	MAXIM HEALTHCARE SERVICES, INC	CONTRACTED SERVICES	0100	6500000	10,000.00
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	275.84
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	59.87
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	108.22
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	108.22
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	276.96
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	13.63
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	5.59
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	83.18
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	8.67
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	171.75
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	15.84
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	12.51
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	26.12

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	94.07
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	115.24
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	35.49
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	194.90
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	46.77
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	145.30
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	52.84
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	164.47
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	193.79
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	662.40
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	188.82
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	465.80
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	261.99
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	117.18
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,172.43
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	52.85
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	473.88
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	122.78
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	21.66
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	21.66
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	2,444.09
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,532.21
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	168.25
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	371.16
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	7.56
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	191.36
12/4/2017	0000002779	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	334.24
12/4/2017	0000002780	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	6500000	1,000.00
12/4/2017	0000002781	0000000364	VENTURA COUNTY OFFICE OF ED	REGISTRATION FEE	0100	6500000	150.00
12/5/2017	0000002782	004231	PRO POWER	MAINTENANCE SUPPLIES	0100	0000000	1,915.57
12/5/2017	0000002783	004231	PRO POWER	MAINTENANCE SUPPLIES	0100	0000000	985.91
12/5/2017	0000002784	002858	CORTES TOWING	CONTRACTED SERVICES	0100	0982000	3,000.00
12/5/2017	0000002785	0000000365	CLARION CLEAN LLC	CONTRACTED SERVICES	0100	8150000	1,950.00
12/5/2017	0000002786	0000000362	PRECISION CONCRETE CUTTING	CONTRACTED SERVICES	0100	8150000	1,638.00
12/5/2017	0000002786	0000000362	PRECISION CONCRETE CUTTING	CONTRACTED SERVICES	0100	8150000	7,050.13
12/5/2017	0000002787	03146A	STOTZ EQUIPMENT	CONTRACTED SERVICES	0100	0000000	4,131.31
12/5/2017	0000002788	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	1,239.13
12/6/2017	0000002789	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	260.22
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	17.55
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	17.77
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	41.96
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	161.41
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	10.23
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	24.56
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	118.51
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	29.07
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.08
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	64.64

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	193.93
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	59.25
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4.41
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.62
12/6/2017	0000002790	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	21.51
12/6/2017	0000002792	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	19.66
12/7/2017	0000002793	001079	PENSKE TRUCK LEASING	CONTRACTED SERVICES	0100	0000000	314.96
12/7/2017	0000002794	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	7,950.00
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	12.09
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	7.24
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	80.17
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	28.88
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	174.88
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	144.39
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	109.91
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	7.37
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	8.60
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	76.50
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	6.47
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	226.28
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	27.48
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	13.96
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	51.72
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	17.78
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	46.33
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	28.45
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	32.00
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	40.73
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	96.98
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	38.79
12/11/2017	0000002795	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	45.21
12/11/2017	0000002798	001749	TURF STAR INC.	MAINTENANCE SUPPLIES	0100	0000000	10,889.84
12/11/2017	0000002799	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	77.19
12/11/2017	0000002799	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	28.87
12/11/2017	0000002799	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	411.76
12/11/2017	0000002799	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	307.95
12/11/2017	0000002800	004231	PRO POWER	MAINTENANCE SUPPLIES	0100	0000000	355.52
12/11/2017	0000002801	0000000370	AGRI-TURF DISTRIBUTING, LLC	MAINTENANCE SUPPLIES	0100	0000000	2,214.05
12/11/2017	0000002802	0000000369	ZASUETA CONTRACTING, INC	CONTRACTED SERVICES	0100	8150000	2,817.00
12/11/2017	0000002803	0000000187	STEVEN V. BERRY	INSTRUCTIONAL SUPPLIES	0100	0000000	495.65
12/11/2017	0000002803	0000000187	STEVEN V. BERRY	INSTRUCTIONAL SUPPLIES	0100	0000000	484.88
12/11/2017	0000002804	0000000177	CSM CONSULTING INC.	CONTRACTED SERVICES	0100	0000000	6,000.00
12/11/2017	0000002805	000579	DEPARTMENT OF INDUSTRIAL	CONTRACTED SERVICES	0100	0000000	1,383.92
12/11/2017	0000002808	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	330.36
12/11/2017	0000002808	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	410.14
12/11/2017	0000002808	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	87.11
12/11/2017	0000002808	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,041.83
12/11/2017	0000002809	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,188.11

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
12/11/2017	0000002809	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	539.84
12/11/2017	0000002810	001532	VERITIV OPERATING COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	50.27
12/11/2017	0000002810	001532	VERITIV OPERATING COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	50.27
12/11/2017	0000002810	001532	VERITIV OPERATING COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	50.27
12/11/2017	0000002810	001532	VERITIV OPERATING COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	50.15
12/11/2017	0000002810	001532	VERITIV OPERATING COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	50.27
12/11/2017	0000002810	001532	VERITIV OPERATING COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	50.27
12/11/2017	0000002810	001532	VERITIV OPERATING COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	50.27
12/12/2017	0000002811	003410	ALPHA SMOG STATION	CONTRACTED SERVICES	0100	8150000	150.00
12/12/2017	0000002812	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	1,736.93
12/12/2017	0000002813	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	711.15
12/12/2017	0000002814	0000000371	U.S. BANK	CONTRACTED SERVICES	0100	0000000	1,500.00
12/12/2017	0000002814	0000000371	U.S. BANK	CONTRACTED SERVICES	0100	0000000	2,500.00
12/12/2017	0000002815	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	150.00
12/13/2017	0000002816	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	50.07
12/13/2017	0000002816	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	62.44
12/14/2017	0000002817	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL SUPPLIES	0100	0000001	5,732.30
12/14/2017	0000002818	000675	ROYAL LINES	CONTRACTED SERVICES	0100	0000000	4,140.00
12/14/2017	0000002819	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	294.15
12/14/2017	0000002820	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	1,036.05
12/14/2017	0000002821	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	295.00
12/14/2017	0000002822	000012	CULVER-NEWLIN INC.	OFFICE FURNITURE	0100	0000000	1,677.92
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	290.93
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	45.15
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	182.10
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	90.51
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	106.67
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	177.79
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	59.21
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	156.24
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	242.44
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	80.76
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	75.37
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	32.27
12/14/2017	0000002823	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	6500000	182.10
12/15/2017	0000002824	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	0100	0300020	458.67
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	59.96
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	34.44
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	51.18
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	25.64
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	666.65
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	666.65
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	28.12
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	107.70
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	37.44
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	248.37
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	32.06
12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	53.11

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12/19/2017	0000002828	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	20.78
12/19/2017	0000002829	0000000369	ZASUETA CONTRACTING, INC	CONTRACTED SERVICES	0100	8150000	1,321.00
12/19/2017	0000002829	0000000369	ZASUETA CONTRACTING, INC	CONTRACTED SERVICES	0100	8150000	1,882.00
12/19/2017	0000002830	004797	KOMPAN, INC.	MAINTENANCE SUPPLIES	0100	8150000	2,425.45
12/19/2017	0000002831	000356	GRAINGER	MAINTENANCE SUPPLIES	0100	8150000	4,051.40
12/19/2017	0000002831	000356	GRAINGER	MAINTENANCE SUPPLIES	0100	8150000	1,281.79
12/19/2017	0000002832	000356	GRAINGER	TRANSPORTATION SUPPLIES	0100	0982000	883.55
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	71.08
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	74.11
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	35.55
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	21.54
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	75.41
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	45.47
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	41.46
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	174.23
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	11.84
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	62.96
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	8.88
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	25.91
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	11.10
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	86.15
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	46.32
12/19/2017	0000002833	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	25.42
12/19/2017	0000002834	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	0982000	2,644.69
12/19/2017	0000002834	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	0982000	2,398.19
12/19/2017	0000002834	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	0982000	416.70
12/19/2017	0000002835	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	0982000	340.39
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	39.98
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	43.05
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	100.99
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	57.10
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	174.23
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	13.99
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	80.70
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	74.89
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	20.71
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	32.06
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	258.44
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	299.53
12/19/2017	0000002836	0000000376	AUTISM-PRODUCTS.COM	INSTRUCTIONAL SUPPLIES	0100	5640000	43.05
12/19/2017	0000002837	000385	NASCO	INSTRUCTIONAL SUPPLIES	0100	5640000	68.91
12/19/2017	0000002837	000385	NASCO	INSTRUCTIONAL SUPPLIES	0100	5640000	61.69
12/19/2017	0000002837	000385	NASCO	INSTRUCTIONAL SUPPLIES	0100	5640000	9.97
12/19/2017	0000002837	000385	NASCO	INSTRUCTIONAL SUPPLIES	0100	5640000	37.66
12/19/2017	0000002837	000385	NASCO	INSTRUCTIONAL SUPPLIES	0100	5640000	31.19
12/19/2017	0000002837	000385	NASCO	INSTRUCTIONAL SUPPLIES	0100	5640000	21.50
12/19/2017	0000002837	000385	NASCO	INSTRUCTIONAL SUPPLIES	0100	5640000	21.50
12/19/2017	0000002838	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0000000	3,297.94

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12/19/2017	0000002839	000208	SCHOOL HEALTH CORPORATION	MEDICAL SUPPLIES	0100	0490000	78.23
12/19/2017	0000002840	000548	NEXT DAY PRINTED TEES	CONTRACTED SERVICES	0100	0300020	2,282.05
12/19/2017	0000002841	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	23.94
12/19/2017	0000002841	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	66.33
12/19/2017	0000002841	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	409.34
12/19/2017	0000002842	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	471.95
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	34.44
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	34.44
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	25.82
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	32.30
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	53.82
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	41.99
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	21.53
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	49.54
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	19.36
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	54.92
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	37.66
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	22.60
12/19/2017	0000002843	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	27.97
12/20/2017	0000002845	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	392.00
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	42.96
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	42.96
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	148.57
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	14.00
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	18.30
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	19.34
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	186.13
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	129.28
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	177.73
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	51.69
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	92.56
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	50.36
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	15.07
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.89
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	42.99
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	16.15
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	16.45
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	169.32
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.91
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	50.52
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	258.58
12/21/2017	0000002847	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	75.91
12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	8.61
12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	38.78
12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	6.45
12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	10.23
12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	5.70
12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.13

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12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	25.84
12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	53.95
12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.03
12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	25.18
12/21/2017	0000002848	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	7.09
12/21/2017	0000002849	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	780.00
12/21/2017	0000002850	0000000292	WINET PATRICK GAYER CREIGHTON	CONTRACTED SERVICES	0100	0000000	1,002.16
12/21/2017	0000002851	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	6,050.00
12/21/2017	0000002852	0000000372	TECHNOLOGY UNLIMITED, INC	OFFICE SUPPLIES	0100	0000000	102.36
12/21/2017	0000002852	0000000372	TECHNOLOGY UNLIMITED, INC	OFFICE SUPPLIES	0100	0000000	752.10
1/2/2018	0000002853	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	2,050.70
1/2/2018	0000002854	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	100.53
1/2/2018	0000002854	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	100.53
1/2/2018	0000002854	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	100.53
1/2/2018	0000002854	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	100.53
1/2/2018	0000002854	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	100.53
1/2/2018	0000002854	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	100.53
1/2/2018	0000002854	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	100.53
1/2/2018	0000002854	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	100.53
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	60.31
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	100.20
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	25.85
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	12.92
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	3.22
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	11.84
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	11.84
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	11.84
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	11.84
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	7.51
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	7.51
1/2/2018	0000002859	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	5640000	3.22
1/2/2018	0000002860	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	5640000	16.15
1/2/2018	0000002860	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	5640000	32.31
1/2/2018	0000002860	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	5640000	10.76
1/2/2018	0000002860	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	5640000	43.09
1/2/2018	0000002860	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	5640000	10.76
1/2/2018	0000002860	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	5640000	18.31
1/2/2018	0000002860	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	5640000	11.84
1/2/2018	0000002860	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	5640000	37.70
1/2/2018	0000002861	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	38.24
1/2/2018	0000002861	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	33.29
1/2/2018	0000002862	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1,292.84
1/2/2018	0000002863	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	397.60
1/2/2018	0000002863	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	149.77
1/2/2018	0000002864	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	0000000	169.71
1/3/2018	0000002865	0000000114	SSD ALARM	CONTRACTED SERVICES	0100	8150000	1,670.31
1/3/2018	0000002865	0000000114	SSD ALARM	CONTRACTED SERVICES	0100	8150000	1,670.31
1/3/2018	0000002865	0000000114	SSD ALARM	CONTRACTED SERVICES	0100	8150000	1,670.31

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1/4/2018	0000002866	001671	NORTH COUNTY EDUCATIONAL	CONTRACTED SERVICES	0100	0000000	400.00
1/4/2018	0000002867	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	250.00
1/5/2018	0000002868	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	10,231.31
1/5/2018	0000002869	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	616.13
1/5/2018	0000002870	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	200.00
1/5/2018	0000002871	004824	EDTECH TEACHER, INC.	REGISTRATION FEE	0100	4035000	698.00
1/5/2018	0000002872	0000000336	PROJECT LEAD THE WAY INC	REGISTRATION FEE	0100	4035000	3,500.00
1/5/2018	0000002872	0000000336	PROJECT LEAD THE WAY INC	REGISTRATION FEE	0100	4035000	700.00
1/5/2018	0000002873	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	3,555.75
1/5/2018	0000002874	0000000126	SAN DIEGO CENTER FOR VISION	CONTRACTED SERVICES	0100	6500000	5,000.00
1/5/2018	0000002876	0000000381	COURTYARD MARRIOT	REGISTRATION FEE	0100	4035000	1,642.56
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	237.93
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	53.21
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	98.04
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	330.36
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	683.57
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	38.76
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	781.62
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	24.56
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	694.56
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	612.88
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	155.27
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	61.86
1/8/2018	0000002879	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	2.52
1/8/2018	0000002880	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	32.30
1/8/2018	0000002880	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	12.91
1/8/2018	0000002880	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	43.08
1/8/2018	0000002880	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	32.30
1/8/2018	0000002881	004608	STANDARD STATIONERY SUPPLY CO	OFFICE SUPPLIES	0100	0000000	107.49
1/8/2018	0000002882	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	96.95
1/8/2018	0000002882	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	246.74
1/8/2018	0000002883	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	79.74
1/8/2018	0000002884	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	81.03
1/8/2018	0000002885	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	200.85
1/8/2018	0000002885	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	200.85
1/8/2018	0000002885	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	401.69
1/8/2018	0000002885	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	200.85
1/8/2018	0000002885	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	200.85
1/8/2018	0000002885	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	200.85
1/8/2018	0000002888	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	254.07
1/8/2018	0000002888	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	78.23
1/8/2018	0000002888	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	549.09
1/8/2018	0000002888	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	134.47
1/8/2018	0000002889	004571	DOMTAR PAPER CO. LLC	OFFICE SUPPLIES	0100	0000000	1,422.30
1/8/2018	0000002890	003649	SAN DIEGO COUNTY VECTOR	CONTRACTED SERVICESD	0100	8150000	98.98
1/8/2018	0000002891	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	579.91
1/8/2018	0000002892	0000000113	ACADEMIC BRAG TAGS	INSTRUCTIONAL SUPPLIES	0100	0000000	730.69
1/8/2018	0000002893	0000000382	ADVANCED MEDICAL PERSONNEL SERVICES, INC	CONTRACTED SERVICES	0100	6500000	63,600.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
1/8/2018	0000002894	0000000383	CODEMONKEY STUDIOS INC.	INSTRUCTIONAL SUPPLIES	0100	0000001	1,312.50
1/8/2018	0000002895	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	656.39
1/8/2018	0000002895	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	424.80
1/8/2018	0000002896	0000000384	NATIONAL ALLIANCE TO END	REGISTRATION FEE	0100	3010005	540.00
1/8/2018	0000002897	0000000325	MEDIA ARTS CENTER SAN DIEGO	CONTRACTED SERVICES	0100	0000000	1,300.00
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	1,111.46
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	304,222.82
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	476.34
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	158.78
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	793.90
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	1,746.58
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	635.12
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	476.34
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	2,540.48
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	3,810.72
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	317.56
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	158.78
1/8/2018	0000002898	0000000115	LENOVO FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	1,111.46
1/8/2018	0000002899	004692	WHITAKER BROTHERS BUSINESS	PUBLICATION SUPPLIES	0100	0000000	412.47
1/8/2018	0000002899	004692	WHITAKER BROTHERS BUSINESS	PUBLICATION SUPPLIES	0100	0000000	76.11
1/8/2018	0000002900	0000000068	P.I.P.S.	CONTRACTED SERVICES	0100	0000000	119,595.00
1/8/2018	0000002901	0000000131	FORENSIC ANALYTICAL CONSULTING	CONTRACTED SERVICES	0100	0000000	4,000.00
1/8/2018	0000002902	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	329.68
1/9/2018	0000002903	004546	LAW OFFICES OF SCHWARTZ&STOREY	PROFESSIONAL SERVICES	0100	0000000	5,000.00
1/9/2018	0000002904	004546	LAW OFFICES OF SCHWARTZ&STOREY	PROFESSIONAL SERVICES	0100	0000000	5,000.00
1/9/2018	0000002905	004459	BEST PLUMBING SPECIALTIES INC	CUSTODIAL SUPPLIES	0100	0000000	200.00
1/9/2018	0000002905	004459	BEST PLUMBING SPECIALTIES INC	CUSTODIAL SUPPLIES	0100	0000000	200.00
1/9/2018	0000002905	004459	BEST PLUMBING SPECIALTIES INC	CUSTODIAL SUPPLIES	0100	0000000	200.00
1/9/2018	0000002905	004459	BEST PLUMBING SPECIALTIES INC	CUSTODIAL SUPPLIES	0100	0000000	200.00
1/9/2018	0000002905	004459	BEST PLUMBING SPECIALTIES INC	CUSTODIAL SUPPLIES	0100	0000000	200.00
1/9/2018	0000002905	004459	BEST PLUMBING SPECIALTIES INC	CUSTODIAL SUPPLIES	0100	0000000	200.00
1/9/2018	0000002905	004459	BEST PLUMBING SPECIALTIES INC	CUSTODIAL SUPPLIES	0100	0000000	200.00
1/9/2018	0000002906	000044	QUILL CORP.	OFFICE SUPPLIES	0100	0982000	120.87
1/10/2018	0000002907	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	70.03
1/10/2018	0000002907	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	86.19
1/10/2018	0000002907	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	86.19
1/10/2018	0000002907	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	86.19
1/10/2018	0000002908	004542	MPC ELECTRONICS INC	OFFICE SUPPLIES	0100	0982000	100.00
1/11/2018	0000002909	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	13.47
1/11/2018	0000002909	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	48.44
1/11/2018	0000002909	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	43.06
1/11/2018	0000002909	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	126.89
1/11/2018	0000002909	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	107.21
1/11/2018	0000002909	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	12.50
1/11/2018	0000002909	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	5.17
1/11/2018	0000002909	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	2.59
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	165.50
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	14.97

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1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	301.46
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	804.57
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	28.36
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	3.47
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	23.53
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	9.83
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4.35
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4.78
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	56.37
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	339.15
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	155.27
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	247.44
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	784.33
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	7.70
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	651.76
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	715.03
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	59.68
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	31.72
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	61.86
1/12/2018	0000002910	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	222.18
1/12/2018	0000002911	0000000372	TECHNOLOGY UNLIMITED, INC	OFFICE SUPPLIES	0100	0000000	34.48
1/12/2018	0000002911	0000000372	TECHNOLOGY UNLIMITED, INC	OFFICE SUPPLIES	0100	0000000	425.61
1/12/2018	0000002911	0000000372	TECHNOLOGY UNLIMITED, INC	OFFICE SUPPLIES	0100	0000000	34.48
1/12/2018	0000002911	0000000372	TECHNOLOGY UNLIMITED, INC	OFFICE SUPPLIES	0100	0000000	425.61
1/12/2018	0000002912	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	19.66
1/12/2018	0000002912	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	88.79
1/12/2018	0000002912	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	87.49
1/12/2018	0000002913	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	70.60
1/12/2018	0000002913	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	47.07
1/12/2018	0000002913	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	560.39
1/12/2018	0000002913	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	85.27
1/12/2018	0000002913	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	85.27
1/12/2018	0000002913	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	85.27
1/12/2018	0000002913	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	2,444.09
1/12/2018	0000002913	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	596.83
1/12/2018	0000002914	002580	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	0000000	339.41
1/12/2018	0000002915	0000000033	ORANGE COUNTY DEPT. OF EDUCATION	CONTRACTED SERVICES	0100	0490000	500.00
1/12/2018	0000002916	004546	LAW OFFICES OF SCHWARTZ&STOREY	LEGAL FEES	0100	0000000	15,000.00
1/12/2018	0000002917	002506	EDUCATIONAL TESTING SERVICE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,200.10
1/12/2018	0000002919	000675	ROYAL LINES	CONTRACTED SERVICES	0100	0000000	2,070.00
1/12/2018	0000002920	002913	GYM CLOSET	INSTRUCTIONAL SUPPLIES	0100	0000000	329.69
1/12/2018	0000002921	0000000370	AGRI-TURF DISTRIBUTING, LLC	GROUNDS SUPPLIES	0100	0000000	2,000.00
1/12/2018	0000002922	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	1,495.00
1/12/2018	0000002924	0000000369	ZASUETA CONTRACTING, INC	CONTRACTED SERVICES	0100	8150000	1,382.00
1/12/2018	0000002925	004906	AHLEE BACKFLOW SERVICE, INC.	CONTRACTED SERVICES	0100	8150000	645.00
						Total for 0100	**838,603.00**

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12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	6.07
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	83.32
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	18.55
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	25.13
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	33.52
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	12.34
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	14.26
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	170.89
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	12.92
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	62.47
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	35.16
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	54.94
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	10.41
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	118.65
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	47.14
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	7.48
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	5210000	14.65
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	18.18
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	249.95
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	55.64
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	75.36
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	100.57
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	37.01
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	42.78
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	512.67
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	38.76
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	187.40
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	105.45
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	164.80
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	31.24
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	355.94
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	141.42
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	22.44
12/11/2017	0000002796	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL SUPPLIES	1200	6105000	43.97
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	5.38
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	53.86
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	10.76
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	47.41
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	193.94
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	19.36
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	75.40
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	139.00
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	21.54
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	75.41
12/21/2017	0000002846	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	86.19
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	7.76
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	2.72
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.73

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	38.66
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.85
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	8.36
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	0.78
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	0.55
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	7.23
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	2.53
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	6.14
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	2.46
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	7.37
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	2.46
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.91
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	3.69
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	9.83
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.91
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	2.46
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	6.14
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	8.60
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	2.10
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.60
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.60
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.60
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.60
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.60
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	18.40
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	18.40
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	9.20
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	24.03
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.61
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	3.46
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	3.46
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	9.22
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	2.31
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	3.46
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	1.15
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	3.46
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.61
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	5.76
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.61
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	3.46
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	14.99
1/2/2018	0000002855	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4.61
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	8.75
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	8.75
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	3.93
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	2.50
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	6.25
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	5.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	2.50
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	2.50
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	2.50
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	2.50
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	3.75
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	6.25
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	3.75
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	3.75
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	2.50
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	3.23
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	4.04
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	4.26
1/2/2018	0000002856	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	4.78
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	35.86
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	1.41
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	6.84
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	1.37
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	1.51
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	10.99
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	6.59
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	6.59
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	10.99
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	10.99
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	10.99
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	8.79
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	6.59
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	1.96
1/2/2018	0000002857	004608	STANDARD STATIONERY SUPPLY CO	INSTRUCTIONAL SUPPLIES	1200	6105000	2.01
1/2/2018	0000002858	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	21.33
1/2/2018	0000002858	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	5.69
1/2/2018	0000002858	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	26.83
1/2/2018	0000002858	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	2.59
1/2/2018	0000002858	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	7.56
1/2/2018	0000002858	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	24.61
1/2/2018	0000002858	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	4.96
1/2/2018	0000002858	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	14.93
1/2/2018	0000002858	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	9.58
1/2/2018	0000002858	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	6105000	1.58
1/12/2018	0000002918	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	9024000	1,454.59
					Total for 1200		**5,720.39**
12/4/2017	0000002776	004310	ISITE SOFTWARE, LLC	CONTRACTED SERVICES	1300	5310000	995.00
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	215.48
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	15.01
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	120.38
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	32.27
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	32.27

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	52.72
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	35.45
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	64.62
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	60.25
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	17.72
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	48.46
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	26.93
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	248.79
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4.95
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	236.83
12/4/2017	0000002778	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	21.53
12/11/2017	0000002797	0000000184	S&S BAKERY, INC.	CAFETERIA FOOD	1300	5310000	1,000.00
12/19/2017	0000002844	004464	EDUCATION MANAGEMENT	CONTRACTED SERVICES	1300	5310000	3,600.00
1/5/2018	0000002877	004757	ECOLAB EQUIPMENT CARE	CONTRACTED SERVICES	1300	5310000	625.20
1/5/2018	0000002878	001079	PENSKE TRUCK LEASING	CONTRACTED SERVICES	1300	5310000	743.56
1/12/2018	0000002923	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	1300	5310000	135.01
1/12/2018	0000002923	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	1300	5310000	83.17
1/12/2018	0000002923	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	1300	5310000	37.70
1/12/2018	0000002923	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	1300	5310000	93.45
1/12/2018	0000002923	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	1300	5310000	145.19
					Total for 1300		**8,691.94**
12/11/2017	0000002807	001007	CDE,CASHIER'S OFFICE	CONTRACTED SERVICES	2110	9010000	747.54
12/11/2017	0000002807	001007	CDE,CASHIER'S OFFICE	CONTRACTED SERVICES	2110	9010000	747.54
12/15/2017	0000002825	0000000335	QUALITY CONTROL CONSULTANTS, INC.	CONTRACTED SERVICES	2110	9010000	178.00
12/15/2017	0000002825	0000000335	QUALITY CONTROL CONSULTANTS, INC.	CONTRACTED SERVICES	2110	9010000	178.00
12/15/2017	0000002825	0000000335	QUALITY CONTROL CONSULTANTS, INC.	CONTRACTED SERVICES	2110	9010000	890.00
12/15/2017	0000002825	0000000335	QUALITY CONTROL CONSULTANTS, INC.	CONTRACTED SERVICES	2110	9010000	890.00
12/15/2017	0000002825	0000000335	QUALITY CONTROL CONSULTANTS, INC.	CONTRACTED SERVICES	2110	9010000	1,068.00
12/15/2017	0000002825	0000000335	QUALITY CONTROL CONSULTANTS, INC.	CONTRACTED SERVICES	2110	9010000	1,424.00
					Total for 2110		**6,123.08**
12/6/2017	0000002791	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4901	9010000	3,000.00
12/6/2017	0000002791	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4902	9010000	3,000.00
12/6/2017	0000002791	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4903	9010000	4,000.00
					Total for 4900		**10,000.00**
					Grand Total		**869,138.41**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:
The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, contract may be required with appropriate approvals and proof of receipt of the goods or services. Invoices to be paid are entered in the Business Services Department. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of November 30, 2017 through January 5, 2018. Listing sheets #2067 through #2081. Payments were made with checks #14-339021 through #14-350943 for a total expenditure of $2,163,490.76 from the following sources:

General Fund - $1,688,914.80
Cafeteria Fund - $110,488.03
Building Fund - $355,602.39
Capital Facilities - $5,034.00
Child Development - $3,451.54

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of November 30, 2017 through January 5, 2018. Listing sheets #2067 through #2081. Payments were made with checks #14-339021 through #14-350943 for a total expenditure of $2,163,490.76.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** PW

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$2,163,490.76	As listed above	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

03300: San Ysidro 2017-11-30

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000103 - GEORGE LEYVA	14339021	36.02	MILEAGE SEPT.	36.02		36.02	0100	0000000	0000	7700	5200002	067		
0000000356 - PROTECT CONNECT EDUCATE SOLUTIONS	14339022	1,400.00	REGISTRATION FEES	1,400.00	0000002728	800.00	0100	0000000	1110	1000	5200003	061		
0000000356 - PROTECT CONNECT EDUCATE SOLUTIONS	14339022	1,400.00	REGISTRATION FEES	1,400.00	0000002728	450.00	0100	0000000	1110	2700	5200003	061		
0000000356 - PROTECT CONNECT EDUCATE SOLUTIONS	14339022	1,400.00	REGISTRATION FEES	1,400.00	0000002728	50.00	0100	0000000	1110	3110	5200003	061		
0000000356 - PROTECT CONNECT EDUCATE SOLUTIONS	14339022	1,400.00	REGISTRATION FEES	1,400.00	0000002728	50.00	0100	0000000	1110	3120	5200003	061		
0000000356 - PROTECT CONNECT EDUCATE SOLUTIONS	14339022	1,400.00	REGISTRATION FEES	1,400.00	0000002728	50.00	0100	0000000	1110	3900	5200003	061		

Business Unit Total: $1,436.02

2067

03300: San Ysidro 2017-12-01

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000073 - HOSEPOWER USA	14339701	485.92	82016192-00	485.92	0000002608	485.92	0100	0982000	0000	3600	4300023	074		
0000000143 - DARCY MORALES MONGE	14339702	7,700.00	#1	7,700.00	0000002443	7,700.00	0100	3327000	5770	1190	5800010	054		
0000000242 - CURBELL PLASTICS INC.	14339703	200.00	27071	200.00	0000002702	200.00	0100	8150000	0000	8100	4300007	070		
0000000339 - THE SCHOOL PLANNER COMPANY	14339704	3,252.33	1296384	3,252.33	0000002557	3,252.33	0100	0000000	1110	1000	4300001	022		
0000000341 - GROSSMONT UNION HIGH SCHOOL	14339705	7,027.35	AR008988	7,027.35	0000002550	7,027.35	0100	0982000	0000	3600	5600003	074		
0000000359 - MARCOS MENDOZA	14339706	144.45	MILEAGE	144.45		144.45	0100	6500000	5001	3900	5200002	054		
0000000360 - MIRNA ISABEL CERVANTES	14339707	1,365.40	PAYROLL	1,365.40		1,365.40	0100	0000000	0000	8200	2200041	010		
000039 - DIXIELINE LUMBER CO	14339708	137.22	09-0108559 - 09-0107763	137.22	0000002031	137.22	0100	8150000	0000	8100	4300007	070		
000044 - QUILL CORP.	14339709	1,533.15	2605436	43.50	0000002657	43.50	0100	0000000	1110	1000	4300001	024		
000044 - QUILL CORP.	14339709	1,533.15	PO#2541	742.38	0000002541	203.65	0100	0000000	1110	1000	4300001	016		
000044 - QUILL CORP.	14339709	1,533.15	PO#2541	742.38	0000002541	269.37	0100	0000000	1110	1000	4300001	016		
000044 - QUILL CORP.	14339709	1,533.15	PO#2541	742.38	0000002541	269.36	0100	0000000	1110	1000	4300001	025		
000044 - QUILL CORP.	14339709	1,533.15	1881552	747.27	0000002532	179.02	0100	0000000	0000	7100	4300011	064		
000044 - QUILL CORP.	14339709	1,533.15	1881552	747.27	0000002532	179.64	0100	0000000	0000	7100	4300011	064		
000044 - QUILL CORP.	14339709	1,533.15	1881552	747.27	0000002532	179.64	0100	0000000	0000	7100	4300011	064		
000044 - QUILL CORP.	14339709	1,533.15	1881552	747.27	0000002532	208.97	0100	0000000	0000	7100	4300011	064		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	280.58	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	280.58	0100	6300000	1110	1000	4100000	061		

2068

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	280.58	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	280.58	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	280.58	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	280.58	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	20,577.92	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	20,577.92	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	24,007.57	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	24,451.36	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	24,451.36	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1988	144,276.23	0000001988	28,526.62	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1989	102,289.51	0000001986	531.14	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1989	102,289.51	0000001986	531.14	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1989	102,289.51	0000001986	531.14	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1989	102,289.51	0000001986	531.14	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1989	102,289.51	0000001986	796.71	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1989	102,289.51	0000001986	15,428.95	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1989	102,289.51	0000001986	15,428.95	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1989	102,289.51	0000001986	16,230.99	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1989	102,289.51	0000001986	16,230.99	0100	6300000	1110	1000	4100000	061		
000336 - MCGRAW-HILL	14339710	246,565.74	PO#1989	102,289.51	0000001986	16,230.99	0100	6300000	1110	1000	4100000	061		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000355 - MCGRAW-HILL	14339710	245,555.74	PCA1989	102,289.51	00000019 86	19,286.23	0100	6300000	1110	1000	4100000	061		
000356 - GRAINGER	14339711	3,046.49	GRAINGE R	3,046.49	00000020 27	3,046.49	0100	8150000	0000	8100	5600005	070		
000393 - ATTAINTMENT COMPANY, INC.	14339712	5,693.88	284570A	5,693.88	00000023 77	2,734.19	0100	6500000	5770	1190	4300001	054		
000393 - ATTAINTMENT COMPANY, INC.	14339712	5,693.88	284570A	5,693.88	00000023 77	2,959.69	0100	6500000	5770	1190	4300001	054		
000506 - DION INTERNATIONAL TRUCK INC.	14339713	54.70	01SD1260 80	54.70	00000020 55	54.70	0100	0982000	0000	3600	4300060	074		
000588 - SCHOOL SERVICES OF CALIFORNIA	14339714	200.00	P028874-IN	200.00	00000026 98	200.00	0100	0000000	0000	7200	5600005	071		
000775 - REFRIGERATION SUPPLIES	14339715	675.51	61134636-00 - 61134692-00	174.69	00000020 32	174.69	0100	8150000	0000	8100	4300007	070		
000775 - REFRIGERATION SUPPLIES	14339715	675.51	61134381-00-61133842-00	500.82	00000020 32	500.82	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14339716	3,555.48	98169373 1001	55.91	00000027 04	55.91	0100	8150000	0000	8100	4300011	070		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2648	2,693.62	00000026 48	138.27	0100	0000000	1110	1000	4300011	016		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2648	2,693.62	00000026 48	2,555.35	0100	0000000	1110	1000	4300011	016		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2641	578.46	00000026 41	88.04	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2641	578.46	00000026 41	176.06	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2641	578.46	00000026 41	314.36	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2638	227.49	00000026 38	5.39	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2638	227.49	00000026 38	16.30	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2638	227.49	00000026 38	16.30	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2638	227.49	00000026 38	16.30	0100	0000000	0000	7200	4300011	062		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2638	227.49	00000026 38	18.31	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2638	227.49	00000026 38	18.33	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2638	227.49	00000026 38	32.60	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2638	227.49	00000026 38	46.46	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14339716	3,555.48	PO#2638	227.49	00000026 38	59.00	0100	0000000	0000	7200	4300011	062		
001102 - ORIENTAL TRADING COMPANY, INC.	14339717	89.20	68634620 7-01	89.20	00000025 34	9.25	0100	5640000	0000	3140	4300001	054		
001102 - ORIENTAL TRADING COMPANY, INC.	14339717	89.20	68634620 7-01	89.20	00000025 34	12.07	0100	5640000	0000	3140	4300001	054		
001102 - ORIENTAL TRADING COMPANY, INC.	14339717	89.20	68634620 7-01	89.20	00000025 34	27.90	0100	5640000	0000	3140	4300001	054		
001102 - ORIENTAL TRADING COMPANY, INC.	14339717	89.20	68634620 7-01	89.20	00000025 34	39.98	0100	5640000	0000	3140	4300001	054		
001178 - SAN DIEGO COUNTY	14339718	350.00	099-016881	280.00	00000024 60	280.00	0100	0000000	0000	7200	5200003	062		
001178 - SAN DIEGO COUNTY	14339718	350.00	099-015863	70.00	00000025 36	70.00	0100	0000000	1110	3900	5200003	050		
001383 - BUS WEST	14339719	840.70	BP160746 - BP160799	840.70	00000020 64	840.70	0100	0982000	0000	3600	4300023	074		
001487 - DISCOUNT SCHOOL SUPPLY	14339720	816.16	D2490282 0101	816.16	00000024 33	29.53	0100	6500000	5770	1190	4300001	054		
001487 - DISCOUNT SCHOOL SUPPLY	14339720	816.16	D2490282 0101	816.16	00000024 33	66.92	0100	6500000	5770	1190	4300001	054		
001487 - DISCOUNT SCHOOL SUPPLY	14339720	816.16	D2490282 0101	816.16	00000024 33	92.54	0100	6500000	5770	1190	4300001	054		
001487 - DISCOUNT SCHOOL SUPPLY	14339720	816.16	D2490282 0101	816.16	00000024 33	137.84	0100	6500000	5770	1190	4300001	054		
001487 - DISCOUNT SCHOOL SUPPLY	14339720	816.16	D2490282 0101	816.16	00000024 33	153.57	0100	6500000	5770	1190	4300001	054		
001487 - DISCOUNT SCHOOL SUPPLY	14339720	816.16	D2490282 0101	816.16	00000024 33	335.76	0100	6500000	5770	1190	4300001	054		
001582 - VERITIV OPERATING COMPANY	14339721	1,366.70	745-41239651	1,366.70	00000026 17	592.52	0100	0000000	0000	7550	4300050	073		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001532 - MERITIV OPERATING COMPANY	14339721	1,[illegible]	745-41239651	1,[illegible]	00000[illegible]17	771.18	0100	0000000	0000	[illegible]	[illegible]	070		
001727 - SAN DIEGO ELECTRIC	14339722	373.68	72643	373.68	0000002048	373.68	0100	8150000	0000	8100	4300007	070		
001763 - RCP BLOCK & BRICK	14339723	282.53	31301109	282.53	0000002134	282.53	0100	0000000	0000	8200	4300014	069		
002016 - EDUCATIONAL DATA SYSTEMS	14339724	344.40	111723756	344.40	0000002703	344.40	0100	0000000	1110	3160	4300003	057		
002092 - CALIFORNIA ENVIRONMENTAL	14339725	910.00	13754	910.00	0000002736	910.00	0100	0982000	0000	3600	5600005	074		
002102 - A-Z BUS SALES, INC.	14339726	12,746.40	01P647523	9,573.14	0000002699	9,573.14	0100	0982000	0000	3600	4300023	074		
002102 - A-Z BUS SALES, INC.	14339726	12,746.40	01p647607 - 01P647525	3,173.26	0000002056	3,173.26	0100	0982000	0000	3600	4300023	074		
002151 - RANCHO AUTO & TRUCK PARTS	14339727	740.88	7693-305598	161.57	0000002035	161.57	0100	8150000	0000	8100	4300007	070		
002151 - RANCHO AUTO & TRUCK PARTS	14339727	740.88	7693-306469	579.31	0000002076	579.31	0100	0982000	0000	3600	4300060	074		
002650 - IMPERIAL SPRINKLER SUPPLY	14339728	99.81	3126713-01	99.81	0000002128	99.81	0100	0000000	0000	8200	4300014	069		
002682 - BENCHMARK EDUCATION COMPANY	14339729	2,120.52	332547	2,120.52	0000001763	213.35	0100	0000000	1110	1000	4300001	012		
002682 - BENCHMARK EDUCATION COMPANY	14339729	2,120.52	332547	2,120.52	0000001763	381.44	0100	0000000	1110	1000	4300001	012		
002682 - BENCHMARK EDUCATION COMPANY	14339729	2,120.52	332547	2,120.52	0000001763	572.15	0100	0000000	1110	1000	4300001	012		
002682 - BENCHMARK EDUCATION COMPANY	14339729	2,120.52	332547	2,120.52	0000001763	953.58	0100	0000000	1110	1000	4300001	012		
002770 - FLEETWASH INC	14339730	399.86	X-1186423	399.86	0000002081	399.86	0100	0982000	0000	3600	5600005	074		
002838 - ADELANTE MUJE[illegible]	14339731	1,020.00	ADELANTE	1,020.00	0000002670	1,020.00	0100	0000001	1110	2495	5200003	061		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
002979 - FEDEX	14339732	102.35	FEDEX	44.31	00000020 68	44.31	0100	0000000	0000	7200	5900012	071		
002976 - FEDEX	14339732	102.35	FEDEX01	58.04	00000020 09	58.04	0100	6500000	5001	3900	5900012	054		
003145 - VALLEY INDUSTRIAL SPECIALTIES	14339733	718.47	A247017 A246948 A246951	718.47	00000020 29	718.47	0100	8150000	0000	8100	4300007	070		
003249 - CABE SD SOUTH COUNTY	14339734	3,000.00	MINI CONFERE NCE	3,000.00	00000026 83	100.00	0100	0000000	0000	7200	5200003	071		
003249 - CABE SD SOUTH COUNTY	14339734	3,000.00	MINI CONFERE NCE	3,000.00	00000026 83	1,600.00	0100	4203000	4760	1000	5200003	061		
003249 - CABE SD SOUTH COUNTY	14339734	3,000.00	MINI CONFERE NCE	3,000.00	00000026 83	100.00	0100	4203000	4760	2100	5200003	061		
003249 - CABE SD SOUTH COUNTY	14339734	3,000.00	MINI CONFERE NCE	3,000.00	00000026 83	800.00	0100	4203000	4760	2495	5200003	061		
003249 - CABE SD SOUTH COUNTY	14339734	3,000.00	MINI CONFERE NCE	3,000.00	00000026 83	300.00	0100	4203000	4760	2700	5200003	061		
003249 - CABE SD SOUTH COUNTY	14339734	3,000.00	MINI CONFERE NCE	3,000.00	00000026 83	100.00	0100	4203000	4760	3900	5200003	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14339735	1,500.00	099-016468	1,500.00	00000025 33	1,500.00	0100	0000000	0000	7200	5200001	062		
003377 - SOUTHWEST SCHOOL & OFFICE	14339736	527.80	PINV0354 367	315.17	00000022 63	315.17	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14339736	527.80	PINV0352 135	212.63	00000026 18	4.36	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14339736	527.80	PINV0352 135	212.63	00000026 18	13.96	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14339736	527.80	PINV0352 135	212.63	00000026 18	19.75	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14339736	527.80	PINV0352 135	212.63	00000026 18	174.56	0100	0000000	1110	1000	4300001	018		
003909 - TEAMTALK NETWORK	14339737	397.80	055886	397.80	00000021 03	397.80	0100	0982000	0000	3600	5600005	074		
003986 - R&J CONTROLS INC	14339738	610.00	23718	610.00	00000027 27	610.00	0100	8150000	0000	8100	5600005	070		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004056 - OPTIMUM FLOORCARE	14339739	64.43	431966	64.43	00000027 27	64.43	0100	0000000	0000	8200	4300014	069		
004073 - HAWTHORNE LIFT SYSTEMS	14339740	236.25	FS600740 55-FS600740 54	236.25	00000021 61	236.25	0100	0000000	0000	7200	5600005	071		
004231 - PRO POWER	14339741	808.15	142025 - 142333-142281	476.42	00000020 66	476.42	0100	0000000	0000	8200	4300014	069		
004231 - PRO POWER	14339741	808.15	141975 - 141974-141973	331.73	00000020 66	331.73	0100	0000000	0000	8200	4300014	069		
004426 - SOUTHERN CALIFORNIA TRANE	14339742	115.33	3363634	115.33	00000020 86	115.33	0100	8150000	0000	8100	4300007	070		
004556 - DASH MEDICAL GLOVE INC.	14339743	909.63	INV10825 05	909.63	00000026 79	151.60	0100	5640000	0000	3140	4300010	052		
004556 - DASH MEDICAL GLOVE INC.	14339743	909.63	INV10825 05	909.63	00000026 79	252.67	0100	5640000	0000	3140	4300010	052		
004556 - DASH MEDICAL GLOVE INC.	14339743	909.63	INV10825 05	909.63	00000026 79	505.36	0100	5640000	0000	3140	4300010	052		
004601 - SIR SPEEDY PRINTING 02890	14339744	828.11	25304	828.11	00000024 81	828.11	0100	0000000	0000	7200	4300011	071		
004627 - SAFETY-KLEEN SYSTEMS, INC.	14339745	834.79	75341205	834.79	00000027 38	834.79	0100	0982000	0000	3600	5600005	074		
004732 - LEAL & TREJO APC	14339746	38,343.59	AUGUST 2017	38,343.59	00000026 12	880.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14339746	38,343.59	AUGUST 2017	38,343.59	00000026 12	1,915.59	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14339746	38,343.59	AUGUST 2017	38,343.59	00000026 12	22,924.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14339746	38,343.59	AUGUST 2017	38,343.59	00000026 12	9,588.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14339746	38,343.59	AUGUST 2017	38,343.59	00000026 12	3,036.00	0100	0000000	0000	7200	5800200	062		
004795 - PRINCIPAL'S EXCHANGE	14339747	26,542.00	1282	26,542.00	00000023 71	26,542.00	0100	3010000	1110	1000	5800010	061		
01647A - XEROX CORPORATION	14339748	3,482.81	09114948 4	342.68	00000020 17	342.68	0100	0000000	0000	7200	5600020	071		
01647A - XEROX CORPORATION	14339748	3,482.81	09120726 8	3,140.13	00000021 74	3,140.13	0100	0000000	0000	7200	5600020	071		

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Business Unit Total: $383,179.97

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03300: San Ysidro 2017-12-05

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000002 - JOSE ARTURO SANCHEZ MACIAS	14340900	2,424.72	REIMBURSEMENT BUSINESS	2,424.72		2,424.72	0100	0000000	1110	1000	5200003	061		
0000000078 - VECTOR USA	14340901	16,134.04	73537	4,721.76	0000002633	4,721.76	0100	0000000	0000	7700	4300070	067		
0000000078 - VECTOR USA	14340901	16,134.04	73456	5,890.35	0000001995	5,890.35	0100	0000000	0000	7700	5800010	067		
0000000078 - VECTOR USA	14340901	16,134.04	73455	5,521.93	0000001996	5,521.93	0100	0000000	0000	7700	5800010	067		
0000000093 - FIREWATCH	14340902	1,350.00	86485	1,350.00	0000002737	1,350.00	0100	8150000	0000	8100	5600005	070		
0000000104 - LORRAINE ROWENA JOHNSON	14340903	4,500.00	OCTOBER 2017	4,500.00	0000002470	4,500.00	0100	3327000	5770	1190	5800010	054		
0000000124 - MRC SMART TECHNOLOGY SOLUTIONS	14340904	4,800.70	IN774422	4,800.70	0000002156	4,800.70	0100	0000000	1110	1000	5600020	010		
0000000129 - ALANDATA INC.	14340905	28,228.50	3012	28,228.50	0000002753	28,228.50	0100	0000000	0000	7200	5800010	064		
0000000171 - MY PT SAN DIEGO	14340906	1,320.00	61	1,320.00	0000002447	1,320.00	0100	6500000	5770	1190	5800010	054		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14340907	44,513.13	SEPTEMBER 2017	44,513.13	0000002710	527.00	0100	0000000	0000	7100	5800002	063		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14340907	44,513.13	SEPTEMBER 2017	44,513.13	0000002710	620.00	0100	0000000	0000	7100	5800002	063		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14340907	44,513.13	SEPTEMBER 2017	44,513.13	0000002710	18,742.00	0100	0000000	0000	7100	5800002	063		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14340907	44,513.13	SEPTEMBER 2017	44,513.13	0000002710	680.00	0100	0000000	0000	7100	5800002	064		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14340907	44,513.13	SEPTEMBER 2017	44,513.13	0000002710	1,178.00	0100	0000000	0000	7100	5800002	064		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14340907	44,513.13	SEPTEMBER 2017	44,513.13	0000002710	4,754.50	0100	0000000	0000	7100	5800002	064		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14340907	44,513.13	SEPTEMBER 2017	44,513.13	0000002710	6,090.67	0100	0000000	0000	7100	5800002	064		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14340907	44,513.13	SEPTEMBER 2017	44,513.13	0000002710	11,920.96	0100	0000000	0000	7200	5800200	062		
0000000212 - PIONEER HEALTHCARE SERVICES LLC	14340908	13,162.50	005738	13,162.50	0000002398	13,162.50	0100	6500000	5770	1190	5800010	054		
0000000331 - EBS - EDUATIONAL BASED SERVICES	14340909	5,587.00	000063374	5,587.00	0000002441	5,587.00	0100	6500000	5770	1190	5800010	054		
0000000336 - PROJECT LEAD THE WAY INC	14340910	50,994.84	109910	50,994.84	0000002734	50,994.84	0100	0000001	1110	1000	4300001	061		
000067 - SAN DIEGO GAS & ELECTRIC	14340911	71,858.40	SDGE NOVEMBER 2017	71,858.40	0000002011	71,549.78	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14340911	71,858.40	SDGE NOVEMBER 2017	71,858.40	0000002011	308.62	0100	0000000	0000	8200	5500002	069		
000258 - PARADIGM HEALTHCARE SERVICES	14340912	500.00	SMAA005458	500.00	0000002143	500.00	0100	0490000	0000	3140	5800010	052		
000588 - SCHOOL SERVICES OF CALIFORNIA	14340913	3,660.00	0113318-IN	3,660.00	0000002725	3,660.00	0100	0000000	0000	7200	5600005	071		
00067A - SAN DIEGO GAS & ELECTRICT	14340914	51,032.39	SDGE NOVEMBER 2017	51,032.39	0000002012	50,835.74	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14340914	51,032.39	SDGE NOVEMBER 2017	51,032.39	0000002012	196.65	0100	0000000	0000	8200	5500002	069		
000762 - SOUTH BAY FENCE, INC.	14340915	1,880.00	1017-34	1,880.00	0000002459	1,880.00	0100	8150000	0000	8100	5600005	070		
002130 - DECISIONINSITE	14340916	5,034.00	5528	5,034.00	0000002252	5,034.00	2518	[illegible]	[illegible]	[illegible]	800010	010		
003589 - HENRY APONTE	14340917	980.00	10804	980.00	0000002540	980.00	0100	0000000	1110	4100	4300012	022		
003766 - MICHAEL BAKER INTERNATIONAL	14340918	7,558.75	991537	7,558.75	0000002714	7,558.75	0100	8150000	0000	8100	5600005	070		
004045 - EDUPOINT EDUCATIONAL SYSTEMS	14340919	1,650.00	11598	1,650.00	0000002466	1,650.00	0100	0000000	1110	1000	5200003	061		
004578 - STAFF REHAB	14340920	12,000.00	11664-SS-4187-SS-4511-SS-4675	12,000.00	0000002397	12,000.00	0100	6500000	5770	1190	5800010	054		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004580 - CRIMSON CENTER FOR SPEECH-	14340921	3,000.00	11943 & 16855	3,000.00	0000002713	3,000.00	0100	6500000	5770	1190	5800010	054		
004748 - THE MARKETBOARD PEOPLE	14340922	1,200.00	224103	1,200.00	0000002543	1,200.00	0100	0000000	1110	1000	4300001	018		
004830 - THE TITAN GROUP, PROFESSIONAL	14340923	16,612.50	17100	16,612.50	0000002726	16,612.50	0100	0000000	0000	7200	5800010	062		
004834 - VMA COMMUNICATIONS, INC.	14340924	11,806.25	OCTOBER 2017	11,806.25	0000002350	11,806.25	0100	0000000	0000	7200	5800010	064		
01641A - XEROX CORPORATION	14340925	3,863.85	091273989	3,863.85	0000002174	3,863.85	0100	0000000	0000	7200	5600020	071		

Business Unit Total: $365,651.57

0100 - 360,617.57
2512 - 5,034.00

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03300: San Ysidro 2017-12-06

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000353 - 806 TECHNOLOGIES, INC.	14341533	4,600.00	5916	4,600.00	0000002729	450.00	0100	0000000	0000	7200	5800010	061		
0000000353 - 806 TECHNOLOGIES, INC.	14341533	4,600.00	5916	4,600.00	0000002729	1,000.00	0100	0000000	0000	7200	5800010	061		
0000000353 - 806 TECHNOLOGIES, INC.	14341533	4,600.00	5916	4,600.00	0000002729	3,150.00	0100	0000000	0000	7200	5800010	061		
001278 - JOHNSON CONTROLS	14341534	8,246.96	1-57523869570	8,246.96	0000002304	8,246.96	0100	8150000	0000	8100	5600005	070		
004215 - COOPERATIVE STRATEGIES LLC	14341535	1,995.00	2017025960	1,995.00	0000002682	1,995.00	2110	9010000	0000	8500	5800010	071		

Business Unit Total: $14,841.96

03300: San Ysidro 2017-12-07

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000675 - ROYAL LINES	14342089	3,300.00	6364	3,300.00	0000002762	3,300.00	0100	0000000	1110	1000	5800018	022		
003313 - BEST BUY	14342090	73,263.00	2915955	73,263.00	0000002509	1,615.93	0100	0000000	1110	1000	4300001	061		
003313 - BEST BUY	14342090	73,263.00	2915955	73,263.00	0000002509	71,647.07	0100	0000000	1110	1000	4300001	061		

Business Unit Total: $76,563.00

03300: San Ysidro 2017-12-08

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000299 - ATEL COMMUNICATIONS, INC	14342932	81,955.00	50004 & 50005	81,955.00	0000002627	81,955.00	0100	0000000	0000	7200	5800010	071		
000136 - WAXIE SANITARY SUPPLY	14342933	59.03	76977730	59.03		59.03	0100	0000000	0000	8200	4300020	022		
000553 - SPRINT	14342934	4,500.05	NOVEMBER 2017	4,500.05	0000002102	4,500.05	0100	0000000	0000	8200	5900001	069		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	49.22	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	98.45	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	115.34	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	115.34	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	115.34	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	115.34	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	115.34	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	115.34	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	115.34	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	115.34	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	115.34	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	115.34	0100	0000000	1110	1000	4300012	025		
000809 - OFFICE DEPOT	14342935	1,498.00	PO#2513	1,498.00	0000002513	196.93	0100	0000000	1110	1000	4300012	025		
001979 - PENSKE TRUCK LEASING	14342936	314.96	C062052160 & C062052150	314.96	0000002793	314.96	0100	0000000	1110	1000	5800017	018		
002909 - AT&T	14342937	6,219.63	NOVEMBER 2017	6,219.63	0000002100	6,219.63	0100	0000000	0000	8200	5900003	069		

Business Unit Total: $94,546.67

03300: San Ysidro 2017-12-11

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000006 - K & M Foodservice	14343389	1,971.45	2457441	1,971.45	0000002202	1,971.45	1300	5310000	0000	3700	4700001	085		
0000000009 - CATALINA OFFSHORE PRODUCTS, INC	14343390	420.00	456702	420.00	0000002230	420.00	1300	5310000	0000	3700	4700001	085		
0000000010 - SELECTA INTERNATIONAL	14343391	156.20	069513	156.20	0000002194	156.20	1300	5310000	0000	3700	4700001	085		
0000000012 - ANA BUSH	14343392	22.15	Ana' November Miles	22.15		22.15	1300	5310000	0000	3700	5200003	085		
0000000032 - CORODATA RECORDS MANAGEMENT, INC.	14343393	121.81	RS4366217	121.81	0000002107	121.81	0100	0000000	0000	7200	5600005	071		
0000000060 - JACOB RODRIGUEZ	14343394	80.52	MILEAGE	80.52		80.52	0100	0000000	0000	7200	5200002	061		
0000000068 - P.I.P.S.	14343395	15,000.00	207854	15,000.00	0000002770	15,000.00	0100	0000000	0000	7200	5450000	071		
0000000203 - KEENAN & ASSOCIATES	14343396	7,661.00	207888	7,661.00	0000002775	7,661.00	0100	0000000	0000	7200	5800010	071		
0000000227 - GOLD STAR FOODS	14343397	51,602.01	2196714	51,602.01	0000002200	51,602.01	1300	5310000	0000	3700	4700001	085		
0000000251 - NORMA LARA	14343398	17.07	MILEAGE	17.07		17.07	0100	0000000	0000	3140	5200002	010		
0000000345 - OSCAR MADERA	14343399	218.50	REIMBURSEMENT	218.50		218.50	0100	6500000	5001	3900	5200003	052		
0000000361 - EDUCATORS PUBLISHING SERVICES	14343400	1,425.27	202501498816	1,425.27	0000002758	329.79	0100	0000000	1110	1000	4300001	024		
0000000361 - EDUCATORS PUBLISHING SERVICES	14343400	1,425.27	202501498816	1,425.27	0000002758	329.79	0100	0000000	1110	1000	4300001	024		
0000000361 - EDUCATORS PUBLISHING SERVICES	14343400	1,425.27	202501498816	1,425.27	0000002758	765.69	0100	0000000	1110	1000	4300001	024		
0000000366 - TODD LEWIS	14343401	182.27	REIMBURSEMENTS	182.27		182.27	0100	0000000	1110	1000	5200003	061		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000367 - LUPITA GARCIA	14343402	65.17	REIMBUR SEMENT	65.17		65.17	0100	0000000	1110	1000	5900012	025		
0000000368 - SADEER SAHIB	14343403	25.25	MILEAGE	25.25		25.25	1300	5310000	0000	3700	5200003	085		
000069 - CITY TREASURER	14343404	7,077.55	WATER	7,077.55	0000002013	7,077.55	0100	0000000	0000	8200	5500004	069		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2498	3,495.00	0000002498	130.91	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2498	3,495.00	0000002498	138.47	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2498	3,495.00	0000002498	379.44	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2498	3,495.00	0000002498	388.06	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2498	3,495.00	0000002498	696.48	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2498	3,495.00	0000002498	721.45	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2498	3,495.00	0000002498	1,040.19	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	5.48	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	6.74	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	11.93	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	13.81	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	17.33	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	23.49	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	29.25	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	32.19	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	36.74	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	106.56	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	109.03	0100	0000000	0000	8200	4300020	025		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	112.08	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	118.33	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	211.19	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	292.23	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	293.10	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	448.55	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2639	2,803.11	0000002639	935.08	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14343405	8,348.81	PO#2695	2,050.70	0000002695	2,050.70	0100	0000000	0000	8200	4300020	020		
000258 - PARADIGM HEALTHCARE SERVICES	14343406	3,483.00	2804	3,483.00	0000002765	3,483.00	0100	0490000	0000	3140	5800010	052		
000506 - DION INTERNATIONAL TRUCK INC.	14343407	3,237.03	01SDW8315	1,704.19	0000002055	1,704.19	0100	0982000	0000	3600	4300060	074		
000506 - DION INTERNATIONAL TRUCK INC.	14343407	3,237.03	01SDW8771	1,532.84	0000002763	1,532.84	0100	0982000	0000	3600	5600005	074		
000535 - SCHOOL SPECIALTY	14343408	263.79	208119608562	260.22	0000002674	260.22	0100	0000000	1110	1000	4300001	016		
000535 - SCHOOL SPECIALTY	14343408	263.79	208119633602	3.57	0000002722	3.57	0100	3315000	5730	1110	4300001	076		
000717 - HOLLANDIA DAIRY INC.	14343409	24,440.44	2147822	24,440.44	0000002201	24,440.44	1300	5310000	0000	3700	4700001	085		
000778 - SAFEWAY INC. -VONS DIVISION	14343410	182.67	721561-110617-2115	182.67	0000002199	182.67	1300	5310000	0000	3700	4700001	085		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14343411	10,642.14	20131043-00	10,642.14	0000002282	10,642.14	1300	5310000	0000	3700	4700002	085		
000809 - OFFICE DEPOT	14343412	450.20	PO#2436	170.94	0000002436	77.90	0100	6500000	5770	1190	4300001	054		
000809 - OFFICE DEPOT	14343412	450.20	PO#2436	170.94	0000002436	93.04	0100	6500000	5770	1190	4300001	054		
000809 - OFFICE DEPOT	14343412	450.20	PO#2610	107.13	0000002610	10.92	0100	5640000	0000	3140	4300001	054		
000809 - OFFICE DEPOT	14343412	450.20	PO#2610	107.13	0000002610	19.67	0100	5640000	0000	3140	4300001	054		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14343412	450.20	PO#2610	107.13	0000002610	76.54	0100	5640000	0000	3140	4300001	054		
000809 - OFFICE DEPOT	14343412	450.20	PO#2572	172.13	0000002572	172.13	0100	0000000	0000	8200	4300020	024		
000829 - SIMPLEXGRINNELL LP	14343413	866.00	84094559	866.00	0000002340	866.00	1300	5310000	0000	3700	4300026	085		
000901 - COUNTY OF SAN DIEGO	14343414	1,041.00	FFPP-306477	1,041.00	0000002220	1,041.00	1300	5310000	0000	3700	5600005	085		
001161 - HOME DEPOT	14343415	1,674.48	3023638	12.06	0000002192	12.06	1300	5310000	0000	3700	4300026	085		
001161 - HOME DEPOT	14343415	1,674.48	HOME DP	1,570.24	0000002026	1,570.24	0100	8150000	0000	8100	4300007	070		
001161 - HOME DEPOT	14343415	1,674.48	4233881	92.18	0000002129	92.18	0100	0000000	0000	8200	4300014	069		
001339 - PITNEY BOWES	14343416	382.50	3101757604	382.50	0000002315	382.50	0100	0000000	0000	7200	4300011	071		
001510 - EWING IRRIGATION	14343417	1,305.00	EWING	1,305.00	0000002054	1,305.00	0100	0000000	0000	8200	4300014	069		
001678 - ANITA GILLCHREST	14343418	328.01	MILEAGE	328.01		328.01	0100	6500000	5001	3140	5200002	054		
001755 - WILLIAM V. MAC GILL & CO.	14343419	114.22	IN0618222	114.22	0000002690	114.22	0100	5640000	0000	3140	4300010	052		
002102 - A-Z BUS SALES, INC.	14343420	1,144.34	A-S BUS SALES	1,144.34	0000002056	1,144.34	0100	0982000	0000	3600	4300023	074		
002459 - SHIRLEY ISLAS	14343421	168.82	REIMBURSEMENT	168.82		168.82	0100	0000000	1110	1000	4300001	016		
002711 - ROCHESTER 100 INC.	14343422	1,287.50	P76443	1,287.50	0000002589	162.50	0100	0000000	1110	1000	4300001	024		
002711 - ROCHESTER 100 INC.	14343422	1,287.50	P76443	1,287.50	0000002589	375.00	0100	0000000	1110	1000	4300001	024		
002711 - ROCHESTER 100 INC.	14343422	1,287.50	P76443	1,287.50	0000002589	750.00	0100	0000000	1110	1000	4300001	024		
003529 - WESTERN GRAPHIX	14343423	295.00	49472	295.00	0000002253	295.00	0100	0982000	0000	3600	4300011	074		
003934 - ANYTIME SIGN SOLUTION, INC	14343424	775.17	26414	775.17	0000002519	48.48	0100	0000000	1110	1000	4300001	020		
003934 - ANYTIME SIGN SOLUTION, INC	14343424	775.17	26414	775.17	0000002519	726.69	0100	0000000	1110	1000	4300001	020		
003991 - PRUDENTIAL OVERALL SUPPLY	14343425	1,075.00	30692299	1,075.00	0000002248	1,075.00	1300	5310000	0000	3700	5600005	085		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004310 - ISITE SOFTWARE, LLC	14343426	995.00	2018230	995.00	0000002776	995.00	1300	5310000	0000	3700	5600005	085		
004462 - GALASSO'S BAKERY	14343427	4,938.95	4721730310	4,938.95	0000002222	4,938.95	1300	5310000	0000	3700	4700001	085		
004784 - TIME AND ALARM SYSTEMS	14343428	734.00	60644	734.00	0000002764	734.00	0100	8150000	0000	8100	5600005	070		
004858 - FLYERS ENERGY	14343429	3,602.31	17-583353-17-594942-17-588316	3,602.31	0000002072	3,602.31	0100	0982000	0000	3600	4300060	074		
03146A - STOTZ EQUIPMENT	14343430	4,131.31	WO8831 & W08832	4,131.31	0000002787	4,131.31	0100	0000000	0000	8200	5600005	069		

Business Unit Total: $161,952.91

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
002004 - CONSTRUCTION TESTING &	14343889	26,522.00	68005-68007-68010-68009	26,522.00	0000002739	6,230.00	2110	9010000	0000	8500	5800010	012		
002004 - CONSTRUCTION TESTING &	14343889	26,522.00	68005-68007-68010-68009	26,522.00	0000002739	3,916.00	2110	9010000	0000	8500	5800010	016		
002004 - CONSTRUCTION TESTING &	14343889	26,522.00	68005-68007-68010-68009	26,522.00	0000002739	5,963.00	2110	9010000	0000	8500	5800010	020		
002004 - CONSTRUCTION TESTING &	14343889	26,522.00	68005-68007-68010-68009	26,522.00	0000002739	10,413.00	2110	9010000	0000	8500	5800010	022		

Business Unit Total: $26,522.00

03300: San Ysidro 2017-12-13

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000184 - S&S BAKERY, INC.	14344711	1,338.96	1033273	1,338.96	0000002196	424.69	1300	5310000	0000	3700	4700001	085		
0000000184 - S&S BAKERY, INC.	14344711	1,338.96	1033273	1,338.96	0000002196	914.27	1300	5310000	0000	3700	4700001	085		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	8.81	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	15.06	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	19.19	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	22.61	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	32.61	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	35.42	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	35.66	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	41.68	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	43.31	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	56.52	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	61.98	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	68.15	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	75.55	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	75.55	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	88.55	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	140.92	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	171.66	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	171.70	0100	0000000	0000	8200	4300020	012		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	205.20	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	229.24	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	237.71	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	249.16	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	424.14	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	450.15	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	534.83	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14344712	4,215.17	PO#2621	4,215.17	0000002621	719.81	0100	0000000	0000	8200	4300020	012		
002419 - CINTAS CORPORTION NO. 3	14344713	3,811.07	694410642	3,811.07	0000002218	333.89	1300	5310000	0000	3700	5600005	085		
002419 - CINTAS CORPORTION NO. 3	14344713	3,811.07	694410642	3,811.07	0000002218	3,477.18	1300	5310000	0000	3700	5600005	085		
004323 - MCGREGOR AND ASSOCIATED	14344714	451.35	CA SY1712	451.35	0000001991	451.35	0100	0300100	0000	7200	5600005	071		
004678 - AMAZON.COM, INC.	14344715	247.68	262596754429	247.68	0000002325	30.05	1300	5310000	0000	3700	4300011	085		
004678 - AMAZON.COM, INC.	14344715	247.68	262596754429	247.68	0000002325	217.63	1300	5310000	0000	3700	4400000	085		

Business Unit Total: $10,064.23

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03300: San Ysidro 2017-12-14

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000089 - BMR HEALTH SERVICES, INC	14345520	18,000.00	2497 & 2516	18,000.00	0000002393	18,000.00	0100	6500000	5770	1190	5800010	054		
0000000104 - LORRAINE ROWENA JOHNSON	14345521	3,675.00	NOVEMBER 2017	3,675.00	0000002470	3,675.00	0100	3327000	5770	1190	5800010	054		
0000000107 - CAROLYN KARINEN	14345522	9,600.00	2016	9,600.00	0000002249	9,600.00	0100	6500000	5770	1190	5800010	054		
0000000212 - PIONEER HEALTHCARE SERVICES LLC	14345523	9,000.00	005825	9,000.00	0000002398	9,000.00	0100	6500000	5770	1190	5800010	054		
0000000250 - CRISTINA D'OLEIRE	14345524	204.67	REIMBURSEMENT	204.67		204.67	0100	0000000	1110	1000	5200003	061		
0000000335 - QUALITY CONTROL CONSULTANTS, INC.	14345525	5,696.00	10111	534.00	0000002565	534.00	2110	9010000	0000	8500	5800010	022		
0000000335 - QUALITY CONTROL CONSULTANTS, INC.	14345525	5,696.00	10110	534.00	0000002567	534.00	2110	9010000	0000	8500	5800010	020		
0000000335 - QUALITY CONTROL CONSULTANTS, INC.	14345525	5,696.00	10108	178.00	0000002564	178.00	2110	9010000	0000	8500	5800010	016		
0000000335 - QUALITY CONTROL CONSULTANTS, INC.	14345525	5,696.00	10109	1,602.00	0000002566	1,602.00	2110	9010000	0000	8500	5800010	025		
0000000335 - QUALITY CONTROL CONSULTANTS, INC.	14345525	5,696.00	10107	2,670.00	0000002563	2,670.00	2110	9010000	0000	8500	5800010	024		
0000000335 - QUALITY CONTROL CONSULTANTS, INC.	14345525	5,696.00	10106	178.00	0000002559	178.00	2110	9010000	0000	8500	5800010	012		
0000000338 - MAXIM HEALTHCARE SERVICES, INC	14345526	1,445.16	5381680171 & 5366790171	1,445.16	0000002777	1,445.16	0100	6500000	5750	1110	5800010	054		
0000000 - CITY TREASURER	14345527	23,821.12	NOVEMBER 2017	23,821.12	0000002013	23,821.12	0100	0000000	0000	8200	5500004	069		
0003[illegible] - HAWTHORNE MACHINERY	14345528	762.98	SS100109124	762.98	0000002074	381.49	0100	0982000	0000	3600	4300060	074		
000379 - HAWTHORNE MACHINERY	14345528	762.98	SS100109124	762.98	0000002074	381.49	0100	0982000	0000	3600	5600005	074		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000579 - DEPARTMENT OF INDUSTRIAL	14345529	1,383.92	OSIP 64672	1,383.92	0000002805	1,383.92	0100	0000000	0000	7200	5450000	071		
001007 - CDE,CASHIER'S OFFICE	14345530	1,495.08	C-059308 & C-059164	1,495.08	0000002807	747.54	2110	9010000	0000	8100	5800010	012		
001007 - CDE,CASHIER'S OFFICE	14345530	1,495.08	C-059308 & C-059164	1,495.08	0000002807	747.54	2110	9010000	0000	8100	5800010	016		
001278 - JOHNSON CONTROLS	14345531	4,744.13	1-57842606850	4,744.13	0000002304	4,744.13	0100	8150000	0000	8100	5600005	070		
002539 - ZONAR SYSTEMS	14345532	5,576.53	SI320608-SI315425 - SI320443	5,576.53	0000002458	5,576.53	0100	0982000	0000	3600	5600005	074		
002722 - YMCA OF SAN DIEGO COUNTY	14345533	60,046.31	SYSD-1017	60,046.31	0000002500	5,404.17	0100	4124000	1110	1000	5800010	061		
002722 - YMCA OF SAN DIEGO COUNTY	14345533	60,046.31	SYSD-1017	60,046.31	0000002500	54,642.14	0100	9065005	1110	1000	5800010	061		
003524 - ACE COOLING & FREEZING	14345534	6,700.00	82122	6,700.00	0000002277	6,700.00	1300	5310000	0000	3700	5600005	085		
004426 - SOUTHERN CALIFORNIA TRANE	14345535	85.37	3354614	85.37	0000002086	85.37	0100	8150000	0000	8100	4300007	070		
004448 - MOVIE LICENSING USA	14345536	2,839.00	2418117	2,839.00	0000002768	2,839.00	0100	0000000	1110	1000	5800006	061		
004556 - DASH MEDICAL GLOVE INC.	14345537	151.60	INV1084351	151.60	0000002747	151.60	0100	0000000	0000	8200	4300020	069		
004711 - AMERI-MEX PLUMBING INC	14345538	11,050.00	6198	9,900.00	0000002766	9,900.00	0100	8150000	0000	8100	5600005	070		
004711 - AMERI-MEX PLUMBING INC	14345538	11,050.00	6210	1,150.00	0000002788	1,150.00	0100	8150000	0000	8100	5600005	070		
004837 - LAURA CABALLERO	14345539	2,943.00	REIMBURSEMENT	2,943.00		981.00	0100	0300101	0000	7100	5200003	063		
004837 - LAURA CABALLERO	14345539	2,943.00	REIMBURSEMENT	2,943.00		981.00	0100	0300103	0000	7100	5200003	063		
004837 - LAURA CABALLERO	14345539	2,943.00	REIMBURSEMENT	2,943.00		981.00	0100	0300105	0000	7100	5200003	063		

Business Unit Total: $169,219.87

03300: San Ysidro 2017-12-15

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000047 - ALLIANCE ENGINEERING OF CALIFORNIA, INC	14346234	157,302.06	INSPECTIONS	157,302.06	0000002014	73,868.96	2110	9010000	0000	8100	5800010	012		
0000000047 - ALLIANCE ENGINEERING OF CALIFORNIA, INC	14346234	157,302.06	INSPECTIONS	157,302.06	0000002014	83,433.10	2110	9010000	0000	8100	5800010	016		
0000000143 - DARCY MORALES MONGE	14346235	5,912.50	2	5,912.50	0000002443	5,912.50	0100	3327000	5770	1190	5800010	054		
0000000223 - NINYO & MOORE	14346236	133,000.25	211632	133,000.25	0000002416	22,160.00	2110	9010000	0000	8100	5800010	012		
0000000223 - NINYO & MOORE	14346236	133,000.25	211632	133,000.25	0000002416	44,340.12	2110	9010000	0000	8100	5800010	012		
0000000223 - NINYO & MOORE	14346236	133,000.25	211632	133,000.25	0000002416	26,727.00	2110	9010000	0000	8100	5800010	016		
0000000223 - NINYO & MOORE	14346236	133,000.25	211632	133,000.25	0000002416	39,773.13	2110	9010000	0000	8100	5800010	016		
0000000373 - MARY L. WILLIS	14346237	939.02	REIMBURSEMENT	20.00		20.00	0100	0000000	0000	7100	5200003	064		
0000000373 - MARY L. WILLIS	14346237	939.02	REIMBURSEMENT	919.02		919.02	0100	0000000	0000	7100	5800019	064		
003410 - ALPHA SMOG STATION	14346238	150.00	33405-33409-33407	150.00	0000002811	150.00	0100	8150000	0000	8100	5600005	070		
CN100 - NIRVANA BUSTOS	14346239	104.37	MILEAGE	104.37		104.37	0100	0000001	0000	3900	5200002	025		

Business Unit Total: $297,408.20

03300: San Ysidro 2017-12-19

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000074 - MTGL INC	14347426	225.00	0056788	225.00	0000002545	225.00	0100	8150000	0000	8100	5600005	070		
0000000078 - VECTOR USA	14347427	5,042.25	73536	5,042.25	0000002515	5,042.25	0100	0000000	0000	7700	4300070	067		
0000000091 - AVID CENTER	14347428	24,447.00	12713	24,447.00	0000002241	539.07	0100	0000001	1110	1000	5800010	061		
0000000091 - AVID CENTER	14347428	24,447.00	12713	24,447.00	0000002241	3,945.88	0100	0000001	1110	1000	5800010	061		
0000000091 - AVID CENTER	14347428	24,447.00	12713	24,447.00	0000002241	3,945.88	0100	0000001	1110	1000	5800010	061		
0000000091 - AVID CENTER	14347428	24,447.00	12713	24,447.00	0000002241	4,466.25	0100	0000001	1110	1000	5800010	061		
0000000091 - AVID CENTER	14347428	24,447.00	12713	24,447.00	0000002241	5,525.68	0100	0000001	1110	1000	5800010	061		
0000000091 - AVID CENTER	14347428	24,447.00	12713	24,447.00	0000002241	6,024.24	0100	0000001	1110	1000	5800010	061		
0000000097 - MARTA RODRIGUEZ DE TORRES	14347429	59.39	MILEAGE	59.39		59.39	0100	0000000	0000	7200	5200002	061		
0000000262 - C&M RELOCATION SYSTEMS INC.	14347430	19,535.00	300494 - 300493-300495	11,570.00	0000002553	1,670.00	0100	0000000	0000	7200	5800010	071		
0000000262 - C&M RELOCATION SYSTEMS INC.	14347430	19,535.00	300494 - 300493-300495	11,570.00	0000002553	3,000.00	0100	0000000	0000	7200	5800010	071		
0000000262 - C&M RELOCATION SYSTEMS INC.	14347430	19,535.00	300494 - 300493-300495	11,570.00	0000002553	6,900.00	0100	0000000	0000	7200	5800010	071		
0000000262 - C&M RELOCATION SYSTEMS INC.	14347430	19,535.00	300255 & 300641	1,065.00	0000002553	1,065.00	0100	0000000	0000	7200	5800010	071		
0000000262 - C&M RELOCATION SYSTEMS INC.	14347430	19,535.00	300641	6,900.00	0000002553	6,900.00	0100	0000000	0000	7200	5800010	071		
0000000266 - STUDENT LAP TRACKER	14347431	805.12	01767	805.12	0000002432	198.73	0100	0000000	1110	1000	4300013	025		
0000000266 - STUDENT LAP TRACKER	14347431	805.12	01767	805.12	0000002432	606.39	0100	0000000	1110	1000	4300013	025		
0000000280 - XEROX FINANCIAL SERVICES	14347432	9,274.25	1004674	9,274.25	0000002115	9,274.25	0100	0000000	1110	1000	5600020	010		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000342 - ABLENET, INC.	14347433	9,311.46	CL1713354	8,851.35	0000002711	285.96	0100	6500000	5750	1130	4400000	054		
0000000342 - ABLENET, INC.	14347433	9,311.46	CL1713354	8,851.35	0000002711	353.25	0100	6500000	5750	1130	4400000	054		
0000000342 - ABLENET, INC.	14347433	9,311.46	CL1713354	8,851.35	0000002711	420.53	0100	6500000	5750	1130	4400000	054		
0000000342 - ABLENET, INC.	14347433	9,311.46	CL1713354	8,851.35	0000002711	454.17	0100	6500000	5750	1130	4400000	054		
0000000342 - ABLENET, INC.	14347433	9,311.46	CL1713354	8,851.35	0000002711	7,337.44	0100	6500000	5750	1130	4400000	054		
0000000342 - ABLENET, INC.	14347433	9,311.46	CI1712976	460.11	0000002561	230.05	0100	6500000	5770	1190	4300001	054		
0000000342 - ABLENET, INC.	14347433	9,311.46	CI1712976	460.11	0000002561	230.06	0100	6500000	5770	1190	4300001	054		
0000000349 - LHE, INC	14347434	343.71	51788	343.71	0000002647	343.71	1200	9024000	0001	1000	4300001	076		
0000000352 - RAYMOND GEDDES & CO. INC.	14347435	400.25	651741	400.25	0000002708	26.48	0100	0300020	1110	1000	4300001	020		
0000000352 - RAYMOND GEDDES & CO. INC.	14347435	400.25	651741	400.25	0000002708	34.95	0100	0300020	1110	1000	4300001	020		
0000000352 - RAYMOND GEDDES & CO. INC.	14347435	400.25	651741	400.25	0000002708	50.32	0100	0300020	1110	1000	4300001	020		
0000000352 - RAYMOND GEDDES & CO. INC.	14347435	400.25	651741	400.25	0000002708	63.53	0100	0300020	1110	1000	4300001	020		
0000000352 - RAYMOND GEDDES & CO. INC.	14347435	400.25	651741	400.25	0000002708	66.18	0100	0300020	1110	1000	4300001	020		
0000000352 - RAYMOND GEDDES & CO. INC.	14347435	400.25	651741	400.25	0000002708	158.79	0100	0300020	1110	1000	4300001	020		
0000000357 - TEACHER CREATED MATERIALS, INC	14347436	12,812.16	2224663	12,812.16	0000002730	949.05	0100	4203000	4760	1000	4300001	061		
0000000357 - TEACHER CREATED MATERIALS, INC	14347436	12,812.16	2224663	12,812.16	0000002730	2,488.99	0100	4203000	4760	1000	4300001	061		
0000000357 - TEACHER CREATED MATERIALS, INC	14347436	12,812.16	2224663	12,812.16	0000002730	2,801.46	0100	4203000	4760	1000	4300001	061		
0000000357 - TEACHER CREATED MATERIALS, INC	14347436	12,812.16	2224663	12,812.16	0000002730	2,801.46	0100	4203000	4760	1000	4300001	061		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000357 - TEACHER CREATED MATERIALS, INC	14347436	12,812.16	2224663	12,812.16	0000002730	3,771.20	0100	4203000	4760	1000	4300001	061		
0000000358 - BRIGGS LAW CORPORATION	14347437	7,450.00	SETTLEMENT	7,450.00	0000002740	7,450.00	0100	0000000	0000	7100	5800002	064		
0000000365 - CLARION CLEAN LLC	14347438	1,950.00	4316	1,950.00	0000002785	1,950.00	0100	8150000	0000	8100	5600005	070		
0000000374 - DIANE CRUZ	14347439	346.10	DIANE CRUZ	346.10		346.10	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14347440	189.05	4345391117	91.86	0000002573	10.02	0100	5640000	0000	3140	4300001	054		
000146 - LAKESHORE	14347440	189.05	4345391117	91.86	0000002573	10.22	0100	5640000	0000	3140	4300001	054		
000146 - LAKESHORE	14347440	189.05	4345391117	91.86	0000002573	10.22	0100	5640000	0000	3140	4300001	054		
000146 - LAKESHORE	14347440	189.05	4345391117	91.86	0000002573	10.22	0100	5640000	0000	3140	4300001	054		
000146 - LAKESHORE	14347440	189.05	4345391117	91.86	0000002573	15.34	0100	5640000	0000	3140	4300001	054		
000146 - LAKESHORE	14347440	189.05	4345391117	91.86	0000002573	35.84	0100	5640000	0000	3140	4300001	054		
000146 - LAKESHORE	14347440	189.05	4345381117	97.19	0000002574	15.34	0100	5640000	0000	3140	4300001	054		
000146 - LAKESHORE	14347440	189.05	4345381117	97.19	0000002574	20.46	0100	5640000	0000	3140	4300001	054		
000146 - LAKESHORE	14347440	189.05	4345381117	97.19	0000002574	30.68	0100	5640000	0000	3140	4300001	054		
000146 - LAKESHORE	14347440	189.05	4345381117	97.19	0000002574	30.71	0100	5640000	0000	3140	4300001	054		
000273 - SCHOLASTIC , INC	14347441	2,292.35	M6176160	2,015.20	0000001740	2,015.20	0100	0000000	1110	1000	4300001	025		
000273 - SCHOLASTIC , INC	14347441	2,292.35	M6400725	277.15	0000002662	106.97	0100	0000000	1110	1000	4300001	024		
000273 - SCHOLASTIC , INC	14347441	2,292.35	M6400725	277.15	0000002662	170.18	0100	0000000	1110	1000	4300001	024		
000356 - GRAINGER	14347442	521.07	GRAINGER	521.07	0000002027	414.38	0100	8150000	0000	8100	4300007	070		
000356 - GRAINGER	14347442	521.07	GRAINGER	521.07	0000002027	106.69	0100	8150000	0000	8100	5600005	070		
000400 - SAN DIEGO UNION-TRIBUNE	14347443	399.72	003459401	399.72	0000002773	399.72	0100	0000000	0000	7200	5800007	071		
000437 - CURRICULUM ASSOC INC	14347444	14,127.70	90501646	7,265.33	0000002505	127.74	0100	0000000	1110	1000	4300001	016		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000437 - CURRICULUM ASSOC. INC.	14347444	14,127.70	90501646	7,265.33	0000002505	127.74	0100	0000000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14347444	14,127.70	90501646	7,265.33	0000002505	159.68	0100	0000000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14347444	14,127.70	90501646	7,265.33	0000002505	345.97	0100	0000000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14347444	14,127.70	90501646	7,265.33	0000002505	345.97	0100	0000000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14347444	14,127.70	90501646	7,265.33	0000002505	345.97	0100	0000000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14347444	14,127.70	90501646	7,265.33	0000002505	1,937.42	0100	0000000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14347444	14,127.70	90501646	7,265.33	0000002505	1,937.42	0100	0000000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14347444	14,127.70	90501646	7,265.33	0000002505	1,937.42	0100	0000000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14347444	14,127.70	90506158	6,862.37	0000002745	6,862.37	0100	3010000	1110	1000	4300001	020		
000506 - DION INTERNATIONAL TRUCK INC.	14347445	873.88	01SDW9217 & 01SD126485	873.88	0000002055	873.88	0100	0982000	0000	3600	4300060	074		
000548 - NEXT DAY PRINTED TEES	14347446	201.35	77518	201.35	0000002685	29.77	0100	0000000	0000	7100	5600006	064		
000548 - NEXT DAY PRINTED TEES	14347446	201.35	77518	201.35	0000002685	55.21	0100	0000000	0000	7100	5600006	064		
000548 - NEXT DAY PRINTED TEES	14347446	201.35	77518	201.35	0000002685	116.37	0100	0000000	0000	7100	5600006	064		
000759 - PARRON-HALL	14347447	2,172.24	17393	2,172.24	0000002381	758.56	0100	0000000	0000	7200	4300011	071		
000759 - PARRON-HALL	14347447	2,172.24	17393	2,172.24	0000002381	1,413.68	0100	0000000	0000	7200	4300011	071		
000776 - REFRIGERATION SUPPLIES	14347448	14.61	61134989-00	14.61	0000002032	14.61	0100	8150000	0000	8100	4300007	070		
000808 - OFFICE DEPOT	14347449	685.26	PO#2688	522.21	0000002688	14.88	0100	8150000	0000	8100	4300007	070		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14347449	685.26	PO#2688	522.21	0000002688	24.46	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14347449	685.26	PO#2688	522.21	0000002688	31.87	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14347449	685.26	PO#2688	522.21	0000002688	70.61	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14347449	685.26	PO#2688	522.21	0000002688	81.86	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14347449	685.26	PO#2688	522.21	0000002688	93.78	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14347449	685.26	PO#2688	522.21	0000002688	98.37	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14347449	685.26	PO#2688	522.21	0000002688	106.38	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14347449	685.26	PO#2637	163.05	0000002637	33.94	0100	0000000	1110	1000	4300001	024		
000809 - OFFICE DEPOT	14347449	685.26	PO#2637	163.05	0000002637	46.50	0100	0000000	1110	1000	4300001	024		
000809 - OFFICE DEPOT	14347449	685.26	PO#2637	163.05	0000002637	82.61	0100	0000000	1110	1000	4300001	024		
001161 - HOME DEPOT	14347450	1,608.00	HOME DP	1,441.23	0000002026	1,441.23	0100	8150000	0000	8100	4300007	070		
001161 - HOME DEPOT	14347450	1,608.00	HOME DEPOT	166.77	0000002129	166.77	0100	0000000	0000	8200	4300014	069		
001178 - SAN DIEGO COUNTY	14347451	749.68	099-016806	749.68	0000002479	149.93	0100	0000000	1110	1000	4300001	012		
001178 - SAN DIEGO COUNTY	14347451	749.68	099-016806	749.68	0000002479	149.93	0100	0000000	1110	1000	4300001	018		
001178 - SAN DIEGO COUNTY	14347451	749.68	099-016806	749.68	0000002479	74.97	0100	0000000	1110	1000	4300001	020		
001178 - SAN DIEGO COUNTY	14347451	749.68	099-016806	749.68	0000002479	299.88	0100	0000000	1110	1000	4300001	024		
001178 - SAN DIEGO COUNTY	14347451	749.68	099-016806	749.68	0000002479	74.97	0100	0000000	1110	1000	4300001	025		
001393 - BUS WEST	14347452	65.84	X400000318:01	65.84	0000002064	65.84	0100	0982000	0000	3600	4300023	074		
001502 - CALIFORNIA DEPT OF JUSTICE	14347453	2,105.00	271325	2,105.00	0000002158	893.00	0100	0000000	0000	7200	5800010	062		
001502 - CALIFORNIA DEPT OF JUSTICE	14347453	2,105.00	271325	2,105.00	0000002158	1,212.00	0100	0000000	0000	7200	5800010	062		
001512 - VERITIV OPERATING COMPANY	14347454	355.12	745-41254496	355.12	0000002744	50.63	0100	0000000	1110	1000	4300001	016		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001532 - VERITIV OPERATING COMPANY	14347454	355.12	745-41254496	355.12	0000002744	50.74	0100	0000000	1110	1000	4300001	016		
001532 - VERITIV OPERATING COMPANY	14347454	355.12	745-41254496	355.12	0000002744	50.75	0100	0000000	1110	1000	4300001	016		
001532 - VERITIV OPERATING COMPANY	14347454	355.12	745-41254496	355.12	0000002744	50.75	0100	0000000	1110	1000	4300001	016		
001532 - VERITIV OPERATING COMPANY	14347454	355.12	745-41254496	355.12	0000002744	50.75	0100	0000000	1110	1000	4300001	016		
001532 - VERITIV OPERATING COMPANY	14347454	355.12	745-41254496	355.12	0000002744	50.75	0100	0000000	1110	1000	4300001	016		
001532 - VERITIV OPERATING COMPANY	14347454	355.12	745-41254496	355.12	0000002744	50.75	0100	0000000	1110	1000	4300001	016		
001725 - SPINITAR/PRESENTATION PRODUCTS	14347455	1,078.08	364061	1,078.08	0000002664	1,078.08	0100	0000000	1110	1000	4300001	025		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14347456	498.19	1-368050 - 1-366564	498.19	0000002154	498.19	0100	0000000	0000	7700	4300002	067		
001845 - FERGUSON ENTERPRISES,INC#1350	14347457	94.11	5439687	94.11	0000002051	94.11	0100	8150000	0000	8100	4300007	070		
001980 - LOS ANGELES FREIGHTLINER	14347458	3,835.69	RA290000119:01	3,835.69	0000002769	3,835.69	0100	0982000	0000	3600	5600005	074		
002102 - A-Z BUS SALES, INC.	14347459	7,815.63	01S509197	7,815.63	0000002767	7,815.63	0100	0982000	0000	3600	5600005	074		
002283 - GOLDEN BOY MOBILITY	14347460	1,190.04	129060	1,190.04	0000002083	1,190.04	0100	0982000	0000	3600	4300060	074		
002529 - GCR TIRES&SERVICE	14347461	1,051.76	832-45282	1,051.76	0000002063	1,051.76	0100	0982000	0000	3600	4300023	074		
002578 - CLARK SECURITY PRODUCTS	14347462	818.45	CLARKS	818.45	0000002050	367.30	0100	8150000	0000	8100	4300007	070		
002578 - CLARK SECURITY PRODUCTS	14347462	818.45	CLARKS	818.45	0000002050	451.15	0100	8150000	0000	8100	4300007	070		
002656 - IMPERIAL SPRINKLER SUPPLY	14347463	247.63	3160675-00	247.63	0000002128	247.63	0100	0000000	0000	8200	4300014	069		
002722 - CALIFORNIA ELECTRIC SUPPLY	14347464	451.99	1069-739733 & 1069-739621	451.99	0000002049	451.99	0100	8150000	0000	8100	4300007	070		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
002722 - YMCA OF SAN DIEGO COUNTY	14347465	81,244.83	SYSD-1117	81,244.83	0000002500	7,312.03	0100	4124000	1110	1000	5800010	061		
002722 - YMCA OF SAN DIEGO COUNTY	14347465	81,244.83	SYSD-1117	81,244.83	0000002500	73,932.80	0100	9065005	1110	1000	5800010	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14347466	1,075.00	099-016770	125.00	0000002653	125.00	0100	0000000	1110	2100	5200003	050		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14347466	1,075.00	099-015797	150.00	0000002636	150.00	0100	0000000	1110	1000	5800010	024		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14347466	1,075.00	099-015797A	150.00	0000002706	150.00	0100	0000000	1110	1000	5200003	020		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14347466	1,075.00	099-015797B	150.00	0000002635	150.00	0100	0000000	1110	1000	5200003	025		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14347466	1,075.00	099-015797C	350.00	0000002760	150.00	0100	0000000	1110	1000	5200003	012		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14347466	1,075.00	099-015797C	350.00	0000002760	100.00	0100	0000000	1110	1000	5200003	016		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14347466	1,075.00	099-015797C	350.00	0000002760	100.00	0100	0000000	1110	1000	5200003	022		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14347466	1,075.00	099-15797D	150.00	0000002815	150.00	0100	0000000	1110	1000	5200003	018		
003598 - BJ'S RENTALS, INC.	14347467	262.56	827760-4	262.56	0000002117	262.56	0100	8150000	0000	8100	5600001	070		
003766 - MICHAEL BAKER INTERNATIONAL	14347468	7,877.76	994371 & 997337	7,877.76	0000002714	7,877.76	0100	8150000	0000	8100	5600005	070		
004056 - OPTIMUM FLOORCARE	14347469	646.32	432664	646.32	0000002127	646.32	0100	0000000	0000	8200	4300014	069		
004401 - OTAY MESA SALES INC.	14347470	910.49	33629	910.49	0000002181	910.49	0100	8150000	0000	8100	5600001	070		
004459 - BEST PLUMBING SPECIALTIES INC	14347471	346.04	5753423	346.04	0000002721	151.34	0100	0000000	0000	8200	4300020	020		
004459 - BEST PLUMBING SPECIALTIES INC	14347471	346.04	5753423	346.04	0000002721	194.70	0100	0000000	0000	8200	4300020	020		
004603 - THE BATTERY PLACE	14347472	238.05	0207852	238.05	0000002138	238.05	0100	0000000	0000	8200	4300014	069		
004609 - STANDARD STATIONERY	14347473	99.76	1019833	99.76	0000002712	99.76	0100	0000000	1110	1000	4300001	016		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
SUPPLY CO														
004644 - SCHOOLSIN	14347474	717.95	W181495	717.95	0000002484	238.47	0100	0000000	1110	1000	4300001	024		
004644 - SCHOOLSIN	14347474	717.95	W181495	717.95	0000002484	479.48	0100	0000000	1110	1000	4300001	024		
004747 - PRINCIPAL'S EXCHANGE	14347475	26,542.00	1291	26,542.00	0000002371	26,542.00	0100	3010000	1110	1000	5800010	061		
01641A - XEROX CORPORATION	14347476	424.78	091476324	424.78	0000002017	424.78	0100	0000000	0000	7200	5600020	071		

Business Unit Total: $255,829.67

03300: San Ysidro 2017-12-20

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000078 - VECTOR USA	14348386	29,592.00	73762 & 73761	29,592.00	0000002175	14,796.00	2110	9010000	0000	8100	5800010	012		
0000000078 - VECTOR USA	14348386	29,592.00	73762 & 73761	29,592.00	0000002175	14,796.00	2110	9010000	0000	8100	5800010	016		
0000000327 - PNC EQUIPMENT FINANCE, LLC	14348387	124,415.86	PAYMENT # 1	124,415.86	0000002410	65,001.84	0100	6230000	0000	9100	7438000	069		
0000000327 - PNC EQUIPMENT FINANCE, LLC	14348387	124,415.86	PAYMENT # 1	124,415.86	0000002410	59,414.02	0100	6230000	0000	9100	7439000	069		
0000000364 - VENTURA COUNTY OFFICE OF ED	14348388	150.00	AR18-01035	150.00	0000002781	150.00	0100	6500000	5770	1110	5200003	054		
0000000377 - IVAN GARCIA BUELNA	14348389	268.38	PAYROLL	268.38		268.38	0100	0000000	0000	8200	2200041	010		
000809 - OFFICE DEPOT	14348390	150.83	975907639001	150.83	0000002571	150.83	0100	6500000	5770	1190	4300001	054		
001093 - KONE INC	14348391	9,621.03	949780329	9,621.03	0000002057	9,621.03	0100	8150000	0000	8100	5600007	070		
001278 - JOHNSON CONTROLS	14348392	3,653.64	1-58032144268	3,653.64	0000002304	3,653.64	0100	8150000	0000	8100	5600005	070		
003589 - HENRY APONTE	14348393	1,816.26	10827	895.00	0000002540	895.00	0100	0000000	1110	4100	4300012	022		
003589 - HENRY APONTE	14348393	1,816.26	10826	921.26	0000002750	921.26	0100	0000000	1110	4100	4300012	022		
003888 - STANLEY CONVERGENT SECURITY	14348394	9,358.00	STANLEY	9,358.00	0000002757	4,679.00	0100	8150000	0000	8100	5600007	070		
003888 - STANLEY CONVERGENT SECURITY	14348394	9,358.00	STANLEY	9,358.00	0000002757	4,679.00	0100	8150000	0000	8100	5600007	070		
004834 - VMA COMMUNICATIONS, INC	14348395	10,290.00	NOVEMBER 2017	10,290.00	0000002350	10,290.00	0100	0000000	0000	7200	5800010	064		

Business Unit Total: $189,316.00

03300: San Ysidro 2017-12-21

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000093 - FIREWATCH	14349409	392.00	88216	392.00	0000002845	392.00	0100	8150000	0000	8100	5600005	070		
000146 - LAKESHORE	14349410	120.68	4345431117	120.68	0000002676	9.21	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14349410	120.68	4345431117	120.68	0000002676	10.22	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14349410	120.68	4345431117	120.68	0000002676	10.22	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14349410	120.68	4345431117	120.68	0000002676	17.39	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14349410	120.68	4345431117	120.68	0000002676	18.40	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14349410	120.68	4345431117	120.68	0000002676	18.40	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14349410	120.68	4345431117	120.68	0000002676	36.84	0100	0000000	1110	1000	4300001	024		
000675 - ROYAL LINES	14349411	4,140.00	6137 & 6138	4,140.00	0000002818	4,140.00	0100	0000000	1110	1000	5800018	025		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14349412	32.45	1-367956	32.45	0000002044	32.45	0100	8150000	0000	8100	4300007	070		
004864 - DOUGS SCHOOL BUS SAFETY &	14349413	2,150.00	Invoice # 1 - #2	2,150.00	0000001784	2,150.00	0100	0982000	0000	3600	5600005	074		
004900 - ANTONIO RAMIREZ	14349414	616.32	MILEAGE	616.32		616.32	0100	6500000	5001	3900	5200002	054		

Business Unit Total: $7,451.45

03300: San Ysidro 2018-01-04

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000068 - P.I.P.S.	14350231	69,448.33	200661	69,448.33	0000002002	69,448.33	0100	0000000			9910360			
000106 - CHEVRON U.S.A. INC.	14350232	2,807.47	52129393	2,807.47	0000002004	1,153.17	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14350232	2,807.47	52129393	2,807.47	0000002004	105.00	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14350232	2,807.47	52129393	2,807.47	0000002004	690.92	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14350232	2,807.47	52129393	2,807.47	0000002004	858.38	0100	0000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14350232	2,807.47	52129393	2,807.47	0000002004	0.00	1300	5310000	0000	3700	4300022	085		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	77036118	2,050.69	0000002853	2,050.69	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	5.99	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	8.10	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	9.29	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	13.40	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	14.60	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	16.97	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	23.20	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	23.20	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	27.98	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	38.01	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	50.10	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	56.60	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	56.61	0100	0000000	0000	8200	4300020	024		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	64.13	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	89.09	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	100.76	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	115.92	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	115.92	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	123.43	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	125.51	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	131.51	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	155.63	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	176.17	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	180.21	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	183.96	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	202.25	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	204.97	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	207.57	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	208.76	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	280.62	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	295.45	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	296.65	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	358.01	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	397.55	0100	0000000	0000	8200	4300020	024		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	498.92	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	507.58	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	709.50	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	1,255.80	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	1,641.16	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2779	11,588.98	0000002779	2,617.90	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	4.76	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	5.86	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	10.40	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	12.87	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	28.25	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	33.52	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	52.77	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	56.81	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	59.45	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	60.27	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	61.62	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	74.33	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	78.67	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	140.06	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	154.66	0100	0000000	0000	8200	4300020	018		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	166.95	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	168.91	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	250.23	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	553.26	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	583.90	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	712.22	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2611	4,081.26	0000002611	811.49	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	23.11	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	27.15	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	32.05	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	82.86	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	86.54	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	98.97	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	127.86	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	154.83	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	190.88	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	209.99	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	236.16	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	292.83	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	303.78	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	312.93	0100	0000000	0000	8200	4300020	020		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	325.73	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	337.79	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	407.52	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	530.75	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	719.28	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	748.01	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	827.21	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	1,029.32	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	1,181.44	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2644	9,928.90	0000002644	1,641.91	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	6.48	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	7.99	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	11.11	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	13.17	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	13.79	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	15.21	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	15.64	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	19.81	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	26.83	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	35.78	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	37.53	1200	5210000	8500	8200	4300020	076		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	50.32	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	58.65	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	66.68	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	88.94	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	126.66	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	182.42	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	19.39	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	23.95	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	33.35	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	39.51	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	41.37	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	45.67	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	46.94	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	59.39	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	80.44	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	107.35	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	112.56	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	150.96	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	175.92	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	200.04	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	266.80	1200	6105000	8500	8200	4300020	076		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	379.94	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14350233	30,757.66	PO#2796	3,107.83	0000002796	547.24	1200	6105000	8500	8200	4300020	076		
003192 - WAL- MART COMMUNITY/GECRB	14350234	571.63	WALMART	458.67	0000002824	458.67	0100	0300020	1110	1000	4300001	020		
003192 - WAL- MART COMMUNITY/GECRB	14350234	571.63	WALMART 1	112.96	0000002392	50.79	0100	0000000	1110	1000	4300001	061		
003192 - WAL- MART COMMUNITY/GECRB	14350234	571.63	WALMART 1	112.96	0000002392	62.17	0100	0000000	1110	1000	4300001	061		
003573 - R&L PERFORMANCE AUTO SERVICE	14350235	5,459.58	43496 - 43966- 44294- 43672	5,459.58	0000002834	416.70	0100	0982000	0000	3600	5600005	074		
003573 - R&L PERFORMANCE AUTO SERVICE	14350235	5,459.58	43496 - 43966- 44294- 43672	5,459.58	0000002834	1,287.17	0100	0982000	0000	3600	5600005	074		
003573 - R&L PERFORMANCE AUTO SERVICE	14350235	5,459.58	43496 - 43966- 44294- 43672	5,459.58	0000002834	1,357.52	0100	0982000	0000	3600	5600005	074		
003573 - R&L PERFORMANCE AUTO SERVICE	14350235	5,459.58	43496 - 43966- 44294- 43672	5,459.58	0000002834	2,398.19	0100	0982000	0000	3600	5600005	074		

Business Unit Total: $109,044.67

03300: San Ysidro 2018-01-05

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000378 - LOUIS BARRIOS	14350941	90.03	PAYROLL	90.03		90.03	0100	0000001	1110	1000	1100001	022		
000080 - STATE BOARD OF EQUALIZATION	14350942	32.15	DIESEL	32.15		32.15	0100	0982000	0000	3600	4300022	074		
003573 - R&L PERFORMANCE AUTO SERVICE	14350943	340.39	44322	340.39	00000028 35	340.39	0100	0982000	0000	3600	5600005	074		

Business Unit Total: $462.57

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: ACCEPTANCE OF DONATIONS

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

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

RECOMMENDATION:
Accept donations valued at $113,471.09 to help support and enrich our educational programs.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Business Services Reviewed: PW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

Donations $113,471.09	Cash/Checks Only Donations Account	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

San Ysidro School District

2017-2018 DONATIONS

BOARD MEETING: January 25, 2018		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Digital Promise	District	N/A	$107,709.09	**Vista Del Mar Middle School**
				112 Chromebooks for students
				22 Teacher Chromebooks
				Carts for storage of devices
Digital Promise	District			**San Ysidro Middle School**
				161 Chromebooks for students
				34 Teacher Chromebooks
				Carts for storage of devices
The Struthers Family	District	N/A	$62.00	Blanket Drive
Southbay Ella Magazine	District	N/A	$150.00	Blanket Drive
San Ysidro Women's Club	District	N/A	$250.00	Blanket Drive
Advanced Metal Concepts	Sunset School	$300.00	N/A	Instructional Materials
Alliance Engineering	District	$5,000.00	N/A	Miscellaneous
		$5,300.00	**$108,171.09**	
TOTAL:		**$113,471.09**		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAM'S LAWSUIT RELATED ISSUES FOR SCHOOL YEAR 2017-18

BACKGROUND INFORMATION:
Pursuant to regulations adopted by the State of California in settlement of the William's Lawsuit, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from October 1, 2017 to December 31, 2017, the District has received no written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:
Accept the Report of William's Complaints for the second quarter, from October 1, 2017 to December 31, 2017 of the 2017-2018 school year for submission to the San Diego County Office of Education.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** m

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR VISION & HEARING SCREENING SERVICES

BACKGROUND INFORMATION:
The Regents of the University of California have been providing vision screening services to the students of the San Ysidro School District for several years. The District recognizes the importance of students' physical and emotional health and its relationship to learning. The District believes in the value of maintaining the quality of school health services offered to students and their families. The Regents of the University of California through their School of Medicine, Department of Ophthalmology will be providing these services at a minimal cost to the District.

The University provides vision examinations, prescription for glasses and corrective lenses as needed, and glasses at no charge for children referred to the Eye Mobile, assistance with program evaluation; and advise to District personnel on the need for referral of children for ongoing ophthalmologic care.

RECOMMENDATION:
Approve/Ratify the agreement with The Regents of the University of California for vision and hearing screening services at a cost of $19.50 per student from Preschool and Child Development funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Business Services Reviewed: _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-18 Budget? ☒ Yes ☐ No

Requisition #

$19.50 per student	Preschool & Child Development QPI Account	1200-9024000
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
SAN YSIDRO SCHOOL DISTRICT
CONCERNING VISION AND HEARING SCREENING SERVICES

THIS AGREEMENT is made and entered by and between The Regents of the University of California on behalf of the University of California, San Diego School of Medicine, Department of Ophthalmology ("UNIVERSITY") and San Ysidro School District, a political subdivision of San Diego County, California ("DISTRICT") with reference to the following facts:

WHEREAS, UNIVERSITY desires to provide vision and hearing services with the assistance of DISTRICT and to educate DISTRICT personnel to conduct vision and hearing screening services and related issues; and

WHEREAS, DISTRICT desires vision and hearing screening for its students, follow-up and referrals, program evaluation and DISTRICT provides assistance to UNIVERSITY by its personnel to perform such vision and hearing screening and related services; UNIVERSITY employs physicians and other personnel with training in ophthalmology, optometry and hearing ("Vision Screeners") and its support staff to perform such services;

WHEREAS, DISTRICT desires to secure, and UNIVERSITY desires to provide, the non-exclusive services of its Vision Screeners and staff;

IN FURTHERANCE of the foregoing purpose, it is agreed:

1. Location. UNIVERSITY shall transport the UCSD Shiley Eye Mobile ("Eye Mobile") to DISTRICT campus locations within San Diego County.

2. Hours of Services. UNVERSITY shall provide its services described herein during normal school hours for DISTRICT campus location and on a mutually agreed upon schedule.

2. RESPONSIBILITIES OF UNIVERSITY

UNIVERSITY agrees that it shall:

2.1 Educate DISTRICT personnel on conduct vision and hearing services and related issues.

2.2 Provide vision examinations, hearing screening, prescriptions for glasses and corrective lenses as needed for children referred to the Eye Mobile; provide assistance with program evaluation; and advice to DISTRICT personnel on the need for referral of children for ongoing ophthalmologic and hearing care.

2.3 Coordinate and oversee UNIVERSITY staff, Vision Screeners and the services they provide under this Agreement.

2.4 Recruit and select UNIVERSITY staff that are appropriately credentialed, licensed, or otherwise authorized to participate in providing such services.

2.5 Provide the names of UNIVERSITY staff and their assignments to DISTRICT sufficiently in advance to allow for convenient schedule planning.

2.6 Develop and implement a mechanism for determining evaluation of the performance of staff to include, where appropriate, input from DISTRICT staff.

2.7 Maintain records and reports concerning the services and of UNIVERSITY staff time spent in the various activities referred to in this Agreement, as may be required by UNIVERSITY and DISTRICT.

2.8 Cooperate with and assist DISTRICT in investigating facts which may serve as a basis for taking any disciplinary or academic action against a DISTRICT staff member/volunteer. DISTRICT may, but need not, consult with UNIVERSITY concerning any proposed disciplinary action. UNIVERSITY agrees to abide by DISTRICT recommended disciplinary action against DISTRICT staff member/volunteer(s). Notwithstanding the foregoing, UNIVERSITY shall have the right, for good cause and after consultation with DISTRICT, to prohibit further attendance at any UNIVERSITY sites of any DISTRICT staff; provided, however, that UNIVERSITY will not take any action against DISTRICT in an arbitrary or capricious manner. Upon such termination, DISTRICT will use its best efforts to replace the terminated staff member/volunteer with another staff member/volunteer as soon as possible.

2.9 Advise DISTRICT of needed repairs or replacement of equipment necessary for the proper performance of services under this Agreement either recognized by or brought to the attention of Vision Screeners.

2.10 Provide clinical supervision for medical students, residents and fellows participating in providing the services under this Agreement.

3. RESPONSIBILITIES OF DISTRICT

DISTRICT agrees that it shall:

3.1 Assist with preliminary vision screening of students at each school site where it desires to have vision follow-up services of UNIVERSITY.

3.2 Space. DISTRICT, at its own expense, shall maintain adequate staff and facilities at its premises to meet objectives of UNIVERSITY'S vision screening program in a manner consistent with the standards and requirements established by UNIVERSITY.

3.3 Records. DISTRICT, at its expense, shall maintain a health records system that includes parent/guardian consent information, age, ethnicity, eye exam results, use of corrective lenses history and future performance for each child to be examined by Vision Screeners, and make available such information as needed by UNIVERSITY for program evaluation purposes. All such patient records shall be retained by DISTRICT and shall remain the property of DISTRICT. DISTRICT shall maintain patient files in compliance with the standards established by HIPAA, and governing agencies. Such patient files and records shall be transmitted in a confidential and secure manner to ensure privacy, security and integrity of data required by HIPAA.

3.4 Support Services. DISTRICT shall designate a person to coordinate program, screening, examination, and scheduling while the Eye Mobile is at a DISTRICT site.

3.5 With respect to any professional services performed by UNIVERSITY under this Agreement, DISTRICT agrees to inform UNIVERSITY as follows:

3.5.1 Immediately upon initiation of an investigation of UNIVERSITY staff or upon the occurrence of a substantive untoward event involving a UNIVERSITY staff.

3.5.2 Within five days after receipt of services of a complaint, summons or notice of a claim naming or involving University staff.

3.5.3 Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a UNIVERSITY staff member has been named or in which a settlement is being proposed on behalf of any staff member.

3.6 Cooperate with and assist UNIVERSITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against UNIVERSITY staff. UNIVERSITY may, but need not consult with DISTRICT concerning any proposed disciplinary action. DISTRICT agrees to abide by UNIVERSITY'S recommended disciplinary action against UNIVERSITY staff. Notwithstanding the foregoing, DISTRICT shall have the right, for good cause and after consultation with UNIVERSITY, to prohibit further attendance at DISTRICT sites of any UNIVERSITY staff; provided, however, that DISTRICT will not take any action against UNIVERSITY staff in an arbitrary and capricious manner. Upon such termination, UNIVERSITY will use its best efforts to replace the terminated staff member with another staff member as soon as possible.

3.7 DISTRICT shall not require any UNIVERSITY staff member to conduct his/her professional behavior that would contradict the requirements of UNIVERSITY'S compliance program.

3.8 The population served shall be limited to those students who are enrolled in DISTRICT schools or other programs conducted on school grounds and who have

received written consent from their parent(s) or guardian for vision examination services and a prescription of corrective lenses as appropriate.

4. COMPENSATION AND BILLING

As compensation for services rendered by UNIVERSITY to DISTRICT pursuant to subsection 2.2 of this Agreement, DISTRICT shall pay UNIVERSITY Nineteen dollars and fifty cents ($19.50) per student. DISTRICT shall pay UNIVERSITY within thirty (30) days of receipt of UNIVERSITY's invoice.

4.1 Payment of UNIVERSITY Vision Screeners salary and benefits shall be the sole responsibility of UNIVERSITY as the employer of the Vision Screeners.

4.2 DISTRICT acknowledges that UNIVERSITY employees shall follow the ethical and legal standards established by the UNIVERSITY'S Compliance Program, as well as those of DISTRICT's compliance program, if such program exists, and a copy has been provided to the UNIVERSITY'S employee.

4.3 The parties acknowledge that none of the benefits granted UNIVERSITY or UNIVERSITY physician employees is conditioned on any requirements that UNIVERSITY or PHYSICIAN make referrals to, be in a position to make or influence referrals to, or otherwise generate business for any party. The parties further agree that physician services provided hereunder are non-exclusive and physicians may establish privileges at, refer any service to, or otherwise generate any business for any other entity of physicians' choosing.

5. DISTRICT'S INSURANCE

DISTRICT, at its sole cost and expense, shall insure DISTRICT'S activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

5.1 Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a minimum limit of one million dollars ($1,000,000) per occurrence.

5.2 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

5.3 Workers' Compensation as required under California State law.

5.4 Such other insurance in such amounts which from time-to-time may be reasonably required by mutual consent of the UNIVERSITY and DISTRICT against other insurable risks relating to performance.

Coverage required under Subsections 5.1, 5.2 and 5.3 shall not limit the liability of DISTRICT.

The coverage referred to under Subsection 5.1 3 shall include UNIVERSITY as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of DISTRICT, its officers, employees, and agents. DISTRICT upon the execution of this Agreement shall furnish UNIVERSITY with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to UNIVERSITY of any material modification, change or cancellation of any of the above insurance coverage.

6. UNIVERSITY'S INSURANCE

UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

6.1 Professional Medical and Hospital Liability Self-insurance Program with limits of two million dollars ($2,000,000) per occurrence.

6.2 General Liability Self-Insurance Program with a limit of one million dollars ($1,000,000) per occurrence.

6.3 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

6.4 Workers' Compensation as required under California State law.

6.5 Such other insurance in such amounts, which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance

Coverage required under this section 6.1, 6.2 and 6.3 shall not in any way limit the liability of UNIVERSITY.

The coverage referred to under Subsection 7.2 shall include DISTRICT as an insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, employees, and agents. UNIVERSITY, upon request, shall furnish DISTRICT with certificates of insurance evidencing compliance with all requirements.

7. INDEMNIFICATION

7.1 DISTRICT's Indemnification. DISTRICT shall defend, indemnify and hold UNIVERSITY, its officers, employees, and agents harmless from and against any

and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.

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

8. COOPERATION IN DISPOSITION OF CLAIMS

DISTRICT and UNIVERSITY agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. DISTRICT and UNIVERSITY agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, DISTRICT and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this section shall require either DISTRICT or UNIVERSITY to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

9. TERM AND TERMINATION

9.1 Term of Agreement. The term of this Agreement shall be for the period from December 18, 2017 through June 30, 2018. This Agreement may be renewed upon the mutual written agreement of both parties.

9.2 Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause, for any reason, at any time by DISTRICT or UNIVERSITY upon thirty (30) days' prior written notice to the other party. Termination without cause shall not include termination based upon the volume of revenue or referrals generated under this Agreement.

10. PATIENTS' RECORDS

Any and all of DISTRICT'S patient records and charts created at DISTRICT'S medical office as a result of the performance under this Agreement shall be and remain the property of DISTRICT. Both during and after the term of this Agreement,

UNIVERSITY shall be permitted to inspect and/or duplicate, at UNIVERSITY'S expense, any individual charts or records 1) to the extent necessary to assist in the defense of any malpractice or similar claim to which such chart or records may be pertinent and/or 2) for educational purposes upon written approval by DISTRICT. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

11. INDEPENDENT CONTRACTOR

None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the parties, and it is understood and agreed that UNIVERSITY is at all times acting and performing the services pursuant to this Agreement as an independent contractor and not as an employee or agent of DISTRICT. DISTRICT shall not control or direct the manner or methods by which UNIVERSITY performs the contemplated medical services. However, UNIVERSITY shall be responsible for performing the services in a manner and at times so as to ensure that the contemplated services are performed and rendered in a competent, efficient and satisfactory manner.

12. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. DISTRICT and UNIVERSITY agree to amend this Agreement if such amendment is required by applicable regulatory authority and does not materially affect the relative economic benefits of the parties.

13. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

UNIVERSITY and DISTRICT shall comply with all applicable codes, ordinances, rules, regulations, and applicable requirements of all municipal, state, and federal authorities now in force, or which may hereinafter be in force pertaining to the provision of services by volunteer(s). The parties agree that in the event of new governmental requirements are imposed which effect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable additional terms to conform this Agreement to such new requirements.

14. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If they are unable to do so, then the following procedures shall apply.

14.1 Mediation. Any dispute between the parties which cannot be resolved in accordance with Article 14 of this Agreement may be submitted to mediation. If the parties mutually agree that mediation is appropriate, within ten (10) business days of the delivery of a request for mediation, the parties shall agree upon a mediator. If the parties are unable to agree on a mediator, a mediator shall be appointed by JAMS/Endispute. In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the

mediation. At the mediation, each party shall be represented by persons with authority to negotiate a resolution of the dispute, and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be private. The fees and expenses of the mediator shall be borne equally by the parties, each of whom shall be responsible for their own costs. The entire mediation process shall be confidential and the privileges and protection of Evidence Code Section 1152.5 shall apply. Prior to commencement of mediation, the parties and the mediator shall execute a written confidentiality agreement in accordance with the provisions of Evidence Code Section 1152.5. At any time, either party may withdraw from the mediation process and submit the matter to binding arbitration.

14.2 Arbitration. All disputes between the parties relating to this contract which cannot be resolved by mutual agreement or mediation shall be resolved exclusively by arbitration in accordance with the provisions of this Subparagraph. Either party may commence arbitration by sending a written demand for arbitration to the other party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one (1) arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the San Diego JAMS/Endispute panel, who is a retired judge and is selected in the sole discretion of the JAMS/Endispute office administrator. The parties shall share all interim costs of the arbitration until decision. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred with the arbitration. The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator. Arbitration shall take place in San Diego, California. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction.

15. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California.

16. ASSIGNMENT
Neither DISTRICT nor UNIVERSITY shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

17. SEVERABILITY
If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

18. WAIVER
Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

19. ENTIRE AGREEMENT
This Agreement contains all the terms and conditions as agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

20. ATTORNEYS' FEES
In the event of any action, suit or proceeding between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

21. INTERRUPTION OF SERVICES
Any of the parties shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the parties so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the excused party.

22. SUBJECT HEADINGS
The subject headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

23. METHOD OF NOTIFICATION

All notices required or permitted to be given hereunder which may be given by any party to the other, shall be deemed to have been fully given when made in writing and sent by facsimile to the number set forth below or sent by reputable overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO UNIVERSITY:	Assistant Vice Chancellor UCSD School of Medicine 9500 Gilman Drive, #0602 La Jolla, CA 92093-0602 Facsimile number: 858.534.6573
TO DISTRICT:	Superintendent San Ysidro School District 4350 Otay Mesa Road East J Street San Ysidro, CA 92173 Facsimile number: 619.428.1393

24. COUNTERPARTS

This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

Signature page follows immediately after

The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
on behalf of the University of California San Diego, School of Medicine,
Department of Ophthalmology

By: _____ 12/15/17
Gene Hasegawa Date
Chief Operating Officer
UC San Diego Health Sciences

SAN YSIDRO SCHOOL DISTRICT

By: _____ _____
Date
Name: _____
Title: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: AGREEMENT WITH SAN DIEGO GAS AND ELECTRIC COMPANY FOR SPECIAL FACILITIES – SOLAR PROJECT

BACKGROUND INFORMATION:
Manzana Energy is working on the solar farm located at the District Office property (4350 Otay Mesa Road) and is ready to have the services connected to the San Diego Gas & Electric (SDG&E) Company, the local electrical utility company. SDG&E will install, construct and/or maintain this solar farm by adding 3rd phase overhead primary, replace poles, install 410' underground primary, 1000 kVA transformer and underground service and metering.

Although Manzana Energy is the company performing the solar panel installation, this contract requires to be entered between SDG&E and the District (applicant/property & account owner). Manzana Energy has indicated that they are responsible for this cost as part of their project and will pay the total costs for these services directly to SDG&E. The total estimated installed cost of the requested Special Facility is $267,562.00. The District will not incur any of these charges.

RECOMMENDATION:
Approve/Ratify the agreement with the San Diego Gas and Electric Company for Special Facilities services in connection with the solar project at no cost to the District. Manzana Energy will pay SDG&E for these services.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** PW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

$267,562.00	To be paid by Manzana Energy	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

A Sempra Energy utility

SAN DIEGO GAS & ELECTRIC COMPANY
CONTRACT FOR SPECIAL FACILITIES

THIS CONTRACT is made and entered into this 20th day of December, 2017, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter called "Utility", and San Ysidro School District hereinafter called "Applicant".

WHEREAS, Applicant has requested and does hereby contract with Utility for the installation and/or maintenance of special facilities, which is in addition to, or in substitution for, the standard facilities which the Utility normally would install or maintain and which represents additional cost to Utility over normally installed facilities. The special facilities are for use at Applicant's premises located at **4350 Otay Mesa Rd CG, San Ysidro** County of **San Diego**, State of California;

WHEREAS, Utility has agreed to install, construct and/or maintain at the request and expense of Applicant, certain facilities consisting of **Add 3rd phase overhead primary, replace poles, install 410' underground primary, 1000 kva transformer and underground service and metering**.

In consideration of the mutual promises herein, the parties agree as follows

1. Installation of Utility-owned special facility shall at all times be and remain the property of Utility.

2. Service through these special facilities shall be limited to a maximum demand (also known as: duty load) of not more than **1003** kVA for electric service.

3. Utility's performance hereunder is contingent upon: a) securing without cost to Utility, any necessary easements, rights of way or highway permits necessary for the installation of said special facilities; and b) availability of the material required to provide said special facilities.

4. This Contract may be assigned by Applicant only upon the assignee's written acceptance of said assignment, and the approval of Utility as evidenced by written endorsement hereon; however, such approval shall not constitute a release of Applicant's obligation hereunder unless expressly so provided in said endorsement.

5. All representations, statements, terms and stipulations, heretofore made and agreed by the parties with relation to the above-mentioned special facilities, except as specifically set forth in this Contract, are superseded by the provisions of this Contract, and no representation of any agents or employee shall be binding upon Utility except as herein set forth.

6. Applicant agrees to be governed by the Utility's applicable rates and rules on file with the California Public Utilities Commission, which rates and rules are made a part hereof by reference, a copy of which will be furnished to Applicant upon request. This Contract shall at all times be subject to such changes or modifications as said Commission may, from time to time, direct in the exercise of its jurisdiction.

7. Total Estimated Installed Cost of Requested Special Facility:
(a) $266,762.00 .

Of the total estimated installed cost, Utility and Applicant have mutually agreed upon:

$266,762.00 (b) as a one-time payment adjusted by the applicable factor as established in the Special Facilities section of SDG&E's applicable electric Rule No.2, copy attached.

$0 (c) Total Estimated Installed Cost (a) less one-time payment (b)

(d) amount in (c) to be paid by Applicant through a $ 0.00 /month charge over a --- month amortization period at (-- %) per month as established in the Special Facilities section of SDG&E's applicable Electric Rule No. 2, copy attached.

(e) O&M to be paid by Applicant will be the product of (-- %) per month, as established in the Special Facilities section of SDG&E's applicable Electric Rule No. 2, which will result in a payment by applicant of $ 0.00 / month over a --- - month period.

8. If Applicant is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venturers or individuals, as the case may be.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed for and on behalf of each, by the duly authorized agents, partners or corporate officers, as of the day and year first above written.

APPLICANT:
San Ysidro School District

By: _____
(Authorized Signature)

Name: Daniel Zummo
(Please Print or Type)

Title: Executive Director of Human Resources

Date: December 20, 2017

Address:
4350 Otay Mesa Road

San Ysidro, CA 92173

Telephone: (619) 428-4476

Social Security Number or
Tax I.D. Number 95-600-2821

Applicant is a corporation: Yes [ ] No [X]

SAN DIEGO GAS & ELECTRIC COMPANY,
a corporation

By: _____
(Authorized Individual-Utility)

Date Executed: _____

Form 106-1202 (6/96)

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Maintenance, Operations, Transportation & Facilities
Peter Wong, Interim Chief Business Official

AGENDA ITEM: AGREEMENT WITH DOUG'S SCHOOL BUS SAFETY & TRAINING SERVICES

BACKGROUND INFORMATION:
During the year, bus drivers are required to be State certified to keep up with California Highway Patrol regulations. Doug's School Bus Safety & Training Services will provide classroom instruction, documentation and update driver's records for the District and its drivers to be in compliance.

RECOMMENDATION:
Approve/Ratify the agreement with Doug's School Bus Safety & Training Services from January 1, 2018 to December 31, 2018 at an estimated cost of $5,000.00 from the General fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$5,000.00	General Fund - Transportation	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 26th day of January, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Doug's School Bus Safety & Training Services
Company/Consultant

(760) 646-0557
Telephone Number

7077 Amestoy Road, Hesperia, CA 92344
Address

mrdsafetyservices@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: January 1, 2018 To: December 31, 2018

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.

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 RESPONSIBLIITIES 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

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

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

Coverage shall be at least as broad as:

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

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

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.

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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	**Doug's School Bus Safety & Training Services**
Name:	Douglas Smith
Title:	Owner/Trainer
Address:	7077 Amestoy Road
City/State/Zip Code:	Hesperia, CA 92344
Telephone:	(760) 646-0557
Email:	mrdsafetyservices@gmail.com

DISTRICT:	San Ysidro School District	
Name:	Business Services Department	Victor Guzman, 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:		

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
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Peter Wong, Interim Chief Business Official
Print Name, Title	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 ECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

Statement of Work

Doug's School Bus Safety & Training Service

Doug's School Bus Safety & Training Services will provide San Ysidro School District any of the following services at the rates below:

Description	Hourly rate
Classroom instruction by a State Certified Driver Instructor	$50.00
Behind the wheel training**	$45.00
Record keeping	$45.00
Pre-trip training	$40.00
Travel time plus mileage charge @ IRS rate	$25.00

** with written approval and Consultant to provide certificate of liability.

The San Ysidro School District will receive the following services that may consist of, but not limited to the following services:

- Certification classroom instruction: The class will consist of two – five hour classes on two separate Saturdays. The classroom training will consist of units 2, 3, 5, 6, 7, 8 & 10 of the California Driver Instructor Manual. All training will be taught by or in the presence of a state certified driver instructor of the appropriate class as required by education code.
- Documentation and updating of driver's records as needed to meet California Highway Patrol regulations.
- Phone consultations - as needed.
- Travel time and mileage (at IRS rate) is charged and included in the total.
- Additional trainings/documentation as requested by the District.

Total amount due not to exceed for service: $5,000.00

Month to month service is available.
All trainings are done on a Saturday or Sunday.
Account must be paid in full within 60 days of invoice date or a $25.00 late fee may be charged.

All other items on the Professional Services Agreement remain unchanged.

APPROVED: DISTRICT:_____ Date _____
Peter Wong, Interim CBO

CONSULTANT: _____ Date_____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AMENDMENT TO THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER AGREEMENT

BACKGROUND INFORMATION:
Advancement Via Individual Determination (AVID) is a college readiness program for selected students focusing on time management, academic preparation, and college/career awareness. In the past, the AVID program has been received very positively by teachers/coordinators, administrators and counseling staff. AVID is an effective component of the San Ysidro School District's commitment to The Compact for Success.

The AVID California Division Program Manager, our AVID District Director, and our site administrators from Vista Del Mar and San Ysidro Middle Schools will collaborate to implement the program at each site. AVID Site teams will be created at the two schools and members of each team will attend the 2017 AVID Summer Institute scheduled for June 28-30, 2017. Additional professional development services and programmatic support will be provided by the AVID Center.

This amendment is to include the 2017 AVID Summer Institute for San Ysidro Middle School's team at a cost of $6,080.00. The new contract amount is $30,527.00. All other terms and conditions on the original agreement dated April 21, 2017 remain the same.

RECOMMENDATION:
Approve the amendment to the Advancement Via Individual Determination (AVID) Center agreement to include the cost of the Summer Institute for San Ysidro Middle School at an additional cost of $6,080.00 from the Supplemental and Concentration fund.

☐ **Renewal** ☐ **New** ☒ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ADDITIONAL AMOUNT $6,080.00 (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:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT
WITH
ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER

For AVID Summer Institute for San Ysidro Middle School

AMENDMENT

This AMENDMENT is made effective on December 14, 2017, and it is made by and between the Advancement Via Individual Determination (AVID) Center hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Consultant, who is specifically qualified to implement the college readiness program to our middle school students for educational purposes, desires to provide services to the District.

WHEREAS, the Consultant and District's existing agreement dated April 21, 2017 currently provides a college readiness program at San Ysidro Middle and Vista Del Mar Middle Schools for school year 2017-18.

WHEREAS, the District would like to include additional services to include the 2017 AVID Summer Institute fees for San Ysidro Middle School at an additional cost of $6,080.00.

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

Per AVID Secondary Membership Exhibit of the original agreement:

The District would like to amend the services being provided by Consultant as stated above and request an increase of $6,080.00 to original contract. The new contract not to exceed amount is $30,527.00. All other terms and conditions on original agreement dated April 21, 2017 remain the same.

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

CONSULTANT:	DISTRICT:
AVID Center 9797 Aero Drive, Suite 100 San Diego, CA 92123 (858) 380-4800	San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 (619) 428-4476
Signature	Signature
Name & Title	Peter Wong, Interim Chief Business Official Name & Title
Email	peter.wong@sysd.k12.ca.us Email
Date signed	Date signed / Board approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Oscar Madera, Acting Director

AGENDA ITEM: AGREEMENT WITH ARLEEN CONRADI

BACKGROUND INFORMATION:
Ms. Arleen Conradi, an approved independent educational evaluator, will be providing an independent psychoeducational evaluation to a special education student per Final Settlement and Release Agreement under OAH Case No. 2017070112 dated September 26, 2017. Services include evaluations, observations and interviews, report writing, IEP attendance, and testing feedback.

RECOMMENDATION:
Approve the agreement with Ms. Arleen Conradi to provide an independent psychoeducational evaluation at a cost not to exceed $2,500.00 from the Special Education fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** [illegible]

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$2,500.00	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 26th day of January, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Arleen Conradi Company/Consultant	(619) 368-5147 Telephone Number
6670 La Jolla Blvd., La Jolla, CA 92037 Address	arleen.conradi@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: January 26, 2018 To: June 30, 2018

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.

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 RESPONSIBLIITIES 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

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

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

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

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

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

Coverage shall be at least as broad as:

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

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

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.

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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	
Name:	Arleen Conradi
Title:	Owner
Address:	6670 La Jolla Blvd.
City/State/Zip Code:	La Jolla, CA 92037
Telephone:	(619) 368-5147
Email:	arleen.conradi@gmail.com

DISTRICT:	San Ysidro School District	
Name:	Mary L. Willis, Ed.D.	Oscar Madera
Title:	Interim Superintendent	Acting Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	mary.willis@sysd.k12.ca.us	oscar.madera@sysd.k12.ca.us

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Arleen Conradi, Owner	Mary L. Willis, Ed.D., Interim Superintendent
Print Name, Title	Print Name, Title
Date:	Date
(619) 368-5147	
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 ECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

EXHIBIT A
SCOPE OF SERVICES

Services include evaluations, observations and interviews, report writing, IEP attendance, and testing feedback.

Cost implication: Psychoeducational Evaluation and IEP Meeting Attendance: $2,500.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH K TO COLLEGE

BACKGROUND INFORMATION:
K to College (K2C) is a tax-exempt non-profit corporation. K2C agrees to provide San Ysidro School District students enrolled in the Free and Reduced Price Meal Program with kits of school supplies and kits of dental supplies pursuant to K to College's School Supply Initiative and Dental Kit Initiative, programs that provide essential material resources to eligible under-resourced students. This agreement is valid through June 30, 2022.

RECOMMENDATION:
Approve the Memorandum of Understanding with K to College to provide school supply kits and other materials for eligible students at no cost to the District.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** NJ

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Memorandum of Understanding Between
K to College and
San Ysidro Elementary School District

This Agreement is made on this 26th day of January, 2018 by and between K to College (K2C), which is also doing business as "Supplybank.Org" and San Ysidro Elementary School District (SYESD). K2C is a tax-exempt non-profit corporation organized under § 501(c)(3) of the Internal Revenue Code with the mission of efficiently addressing the unmet material needs of homeless and other impoverished children, and adults working towards self-sufficiency. SYESD is a public school district in San Diego County, CA.

K2C hereby agrees to use its best efforts to provide as many SYESD students as possible identified as homeless (as defined by the McKinney-Vento Homeless Assistance Act), or otherwise enrolled in the Free or Reduced Price Meal Program (FRPM), with school supply kits, dental kits, hygiene kits, and other materials. As a condition of receiving donated materials from K2C, SYESD hereby agrees to the following:

1. To utilize appropriate outreach methods to inform **eligible** and targeted students about materials available through SYESD's partnership with K2C
2. To agree that K2C may only be able to provide resources for certain populations of students and that K2C will notify the district in advance of shipment which students are eligible to receive them
3. To use one of the following distribution methods:
   - ❒ **Option 1: McKinney-Vento Homeless Only:** Distributing to students verified as homeless as defined by the United States McKinney-Vento Homeless Assistance Act:
     - i. Providing notification and instruction to all appropriate staff that work with homeless students that these materials are available and how to access them, and
     - ii. Facilitating a check-in process following each distribution, verifying each student is enrolled in the district and designated as homeless before they receive K2C materials, and
     - iii. Maintaining ownership of the check-in list for the duration of the distribution or distribution cycle, and
     - iv. Following distribution(s), comparing the list of recipients to the list of eligible students for a final report as outlined in Section 4, OR
   - ❒ **Option 2: Targeted Community Distribution: Distributing to students verified as homeless,** FRPM eligible or below 200% of the federal poverty level as follows:
     - v. Providing an adequate number of district staff at each community distribution venue or school with a list of those eligible (as defined above or by amendment to this agreement) to ensure only those at or below 200% of the federal poverty level benefit from the program, and
     - vi. Facilitating a check-in process at each community distribution venue and/or school, verifying each student is enrolled in the district before they receive K2C materials, and
     - vii. Maintaining ownership of the check-in list for the duration of the distribution at each distribution venue and/or school, and
     - viii. Following distribution(s), comparing the list of recipients to the list of eligible students for a final report as outlined in the verification letter template provided by K2C, OR
   - ❒ **Option 3: School-wide Distribution:** Distributing to every student at **eligible schools*** and/or distributing to select grade-level(s) of students at eligible schools as follows:
     - ix. Providing an adequate number of district staff at each school with a list of *every* enrolled student, regardless of FRPM status, and
     - x. Facilitating the distribution process, verifying each student's identity and checking his or her name off the roster before they receive K2C materials, and
     - xi. Maintaining ownership of the lists for the duration of the distribution at each distribution venue and/or school, and
     - xii. Comparing the distribution lists to the district's internal FRPM enrollment lists, verifying the exact number of students who were eligible to receive K2C materials and the exact number of those who were not eligible, and
     - xiii. Verifying the two calculated numbers are the same as initially submitted to K2C, and
     - xiv. Compensating K2C for any discrepancy resulting in an increased number of students not eligible.

* **Eligible Schools:** Unless otherwise noted, eligible schools are defined as those with a minimum of 70% FRPM enrollment.

4. To maintain an ***internal (accessible to SYESD only)***, detailed district-wide roster that includes every child/family that receives K2C materials for auditing and/or any other purposes.† This may be done by maintaining ownership of the lists of those receiving K2C materials at each SYESD school and/or community distribution venue. This list will include:
   - Name of child/family
   - Proof of income eligibility and/or FRPM enrollment
   - Date and description of services provided

   † **NOTE:** Audits will only be conducted by appropriate government agencies and/or a certified contractor of a government agency. **K to College does *NOT* collect any student information as a matter of policy.** There is only potential for an audit if one or more funding sources are from a government source that requires it.

5. To confirm in writing the process by which K2C materials were distributed to eligible and targeted students as outlined in the verification letter template provided by K2C (Attachment A), certifying those served were eligible and identifying the date and location of each distribution

Notices
All notices and/or correspondence shall be addressed and mailed to Parties as follows:

K to College	**San Ysidro Elementary School District**
Benito Delgado-Olson	Mary L. Willis, Ed.D.
Executive Director	Interim Superintendent
7730 Pardee Lane	4350 Otay Mesa Road
Oakland, CA 94621	San Ysidro, CA 92173

This Agreement may not be amended or modified except in writing signed by both parties. This Agreement is valid through June 30, 2022.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Accepted for K to College:

_____ Date_____
Benito Delgado-Olson, Executive Director

Accepted for San Ysidro Elementary School District:

_____ Date_____ Board approved: _____
Mary L. Willis, Ed.D.,
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Oscar Madera, Acting Director

AGENDA ITEM: SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH ABA EDUCATION FOUNDATION FOR 2017-2018 SCHOOL YEAR

BACKGROUND INFORMATION:
ABA Educational Foundation will provide psychological services including Functional Behavior Assessments (FBA), create behavior intervention plans (BIP) for students with disabilities who present behaviors that are interfering with their learning and/or the learning of others. ABA Educational Foundation will provide behavior intervention consulting services to Special Education staff on classroom management and individual student behavior management based on applied behavior analysis principles. In addition, District staff will receive training on how to develop and implement positive behavior intervention strategies.

Cost implication: $75.00 per hour at an estimated amount of $10,000.00.

RECOMMENDATION:
Approve the San Diego County Nonpublic Master Contract with ABA Educational Foundation for school year 2017-2018 at an estimated cost of $10,000.00 from the Special Education fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ESTIMATE $10,000.00 (Amount)	Special Education (Name of funding source and/or location)	0100-6500000-5770-1190-5800010-054 (Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

2017-2018
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Office of Education
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2017-2018

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
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2017-2018
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Master Contract

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2017-2018

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2017-2018

This Master Contract is made and entered into

this 26th day of January, 2018 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

ABA Education Foundation
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract
Main Document

2017-2018

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.[1] It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

[1] Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from January 26, 20 18 to June 30, 20 18.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(I) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
(5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled by the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACOTR; and the rationale for such disciplinary action. A copy of the student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Mary L. Willis, Ed.D., Interim Superintendent
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro | CA | 92173
City | State | Zip

(619) 428-4476
Phone

(619) 428-6473
Facsimile

mary.willis@sysd.k12.ca.us
Email Address

Notices to the CONTRACTOR shall be addressed to:

Erin Dyer Zwahlen, Executive Director
Name/Title

ABA Education Foundation
Nonpublic School

5694 Mission Center Road, Suite 602 PMB 341
Address

San Diego | CA | 92108
City | State | Zip

(619) 952-6295
Phone

(619) 220-0215
Facsimile

ezwahlen@bridgesaba.com
Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of $1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1).

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services

for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be education with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 2.3 (Notices) of this contract.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

> "If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2017-2018, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on January 26, 2018 and terminates at 5:00 p.m. on June 30, 2018 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE:_____
Authorized Representative Signature

Erin Dyer Zwahlen, Executive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE:_____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

Mary L. Willis, Ed.D., Interim Superintendent
(Type) Name and Title

LEA Board Approval DATE:_____

2017-2018
Nonpublic
Master Contract

Appendix B: Agencies

San Diego County Office of Education
Student Services and Programs Division
Special Education Department

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2017-2018

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: ABA Education Foundation

The CONTRACTOR NUMBER: 1A-37-117

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

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

Occupational Therapy (450) – Certified OT Assistant		
Occupational Therapy (460) - Assessment		
Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Behavior Intervention Services (535)	75.00	hr
Behavior Intervention Services (535) - Supervision	75.00	hr
Behavior Intervention Services (535) – Other Provider/Beh.Tech		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		

Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		
Professional Development		

NOTES:

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

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: _____
Authorized Representative Signature

Erin Dyer Zwahlen, Executive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Mary L. Willis, Ed.D., Interim Superintendent
(Type) Name and Title

LEA Board Approval DATE: _____

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR ABA Education Foundation

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of N/A,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2017 - 2018 Contract Year.

Anticipated Student Start Date: January 26, 2018.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Mary L. Willis, Ed.D., Interim Superintendent
Name/Title

Agreed to by the CONTRACTOR:

Signature _____ Date _____

Erin Dyer Zwahlen, Executive Director
Name/Title

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Oscar Madera, Acting Director

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ASELTINE SCHOOL (INDIVIDUAL SERVICES AGREEMENT REVISION)

BACKGROUND INFORMATION:
California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

On July 13, 2017, the Governing Board approved the Master Contract with Aseltine School to provide services per student's Individual Education Plan (IEP). Due to the student's needs, additional services were added and agreed at an IEP meeting. The additional cost implication for these services (from September 2017 to June 30, 2018) is $10,925.00 with a new contract total of $54,094.70.

RECOMMENDATION:
Approve/Ratify the revised Individual Services Agreement on NPS Master Contract with Aseltine School to include additional services at a total cost not to exceed $54,094.70 from the Special Education fund.

☐ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** [illegible]

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
CONTRACT TOTAL $54,094.70 (Amount)	Special Education Fund (Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

San Diego County Nonpublic Master Contract
Appendix A: Schools
2017-2018

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2017 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Aseltine School

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

Pupil Name _____ Sex: ☒ M ☐ F Grade: 8th
(Last) (First) (M.I.)

Address _____ City San Ysidro State/Zip CA 92173

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (619) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $205.57
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $205.57 **= PROJECTED BASIC EDUCATION COSTS (A)** $43,169.70

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		17.5/wk	$19.00		$10,925.00
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		N/A	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X		N/A	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)	X			per IEP			
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		as needed	$22.00/trip	as needed	
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ 10,925.00

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON July 13, 2017

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-DISTRICT-
Aseltine School (Name of Nonpublic School)	San Ysidro School District (Name of School District)
(Signature) (Date)	(Signature) (Date)
Florida May Padilla, Executive Director (Name and Title)	Mary L. Willis, Ed.D., Interim Superintendent (Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT
Ocean View Hills School
Nadia Aviles, Principal

AGENDA ITEM: AGREEMENT WITH 3SCREENS.COM FOR OCEAN VIEW HILLS SCHOOL

BACKGROUND INFORMATION:
The Princial of Ocean View Hills School (OVH) had 3Screens.com provide a presentation to all OVH students during an educational assembly held on January 18, 2018. The topic of the assembly was "Start 2 Finish", this program consisted on:

- Taking on challenges that can lead to the best feelings of all.
- Listened to inspiring stories of kids who started good things and never gave up;
- Things we should never start: Bullying, Unhealthy Choices, Dangerous Media.
- Things that we should never stop: Kindness, Caring, Helping, Working;
- Music, action and other media will be used in a way that engages students and helps them focus on life-changing issues.

RECOMMENDATION:
Approve/Ratify the agreement with 3screens.com for an assembly program at Ocean View Hills School at a cost of $700.00 from Title I funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Business Services Reviewed: PN

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$700.00	Title I	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

3screens.com
1321 Scarlet Oak Drive
Tehachapi, CA 93561
888 229-4927 fax 888 789-6417

ML011818a700 8:30/9:25/10:20 STF
Nadia Aviles naviles@sysd.k12.ca.us
Ocean View Hills ES
4919 Del Sol Blvd.
San Diego, CA 92154
(619)661-0457 FAX: (619)710-0280

ASSEMBLY PROGRAM CONTRACT

This written contract is to confirm and document the agreement entered into between 3screens.com and **Ocean View Hills ES.**

SPECIFICATIONS OF THE AGREEMENT

3screens.com is obligated to present the following production(s): ***Start 2 Finish*** **or equivalent three-screen programs as agreed to by both parties**

To be presented on the following date(s) and time(s)**: 1/18/18 at 8:30am, 9:25am and 10:20am.**

The school or sponsoring group named above is obligated to the following:

I. Preparation and set-up:

A. Verify in advance that there is adequate space for the presentation.

B. Provide unhindered access to the showing location ninety minutes prior to the starting time, and for thirty minutes following the completion of the presentation(s).

C. Identify and provide access to at least three separate 15 or 20 amp circuits.

D. Cover any windows or skylights necessary in order to darken the showing location. *This should be completed before the arrival of 3screens.com technician(s).*

E. Provide a set-up crew of two to four persons (usually student volunteers) to assist in unloading, setting-up and tearing down equipment. This crew must be available one hour prior to the starting time, and for thirty minutes following the presentation(s).

II. Payment:

Payment in the amount of **$700.00** will be made to 3screens.com for services rendered. **Advance payment or a minimum deposit of 50% of the total amount is not required with this contract, but would be appreciated.** Any unpaid balance is due at the completion of the presentation(s).

If applicable, insert **purchase order number** here: _____

III. Provisions:

A. 3screens.com reserves the right to name and credit corporate and foundation sponsors in the production in order to defray production and distribution costs. Credit may include recognition on screen and/or by verbal announcement.

B. This agreement may not be modified except by a written agreement signed by both parties.

C. Both parties agree that 3screens.com will not be liable for delays or failures due to the elements, acts of civil authorities, strikes, fires, epidemics or any other causes beyond its reasonable control, and that reasonable effort will be made to adjust the timing or reschedule the event.

This contract is based on the verbal agreement made on **11/7/17**, and is simply a written confirmation of that agreement. If 3screens.com does not hear from a representative of the school or sponsoring group within ten business days it will be assumed that all terms are acceptable in their totality. The school or sponsoring group will be responsible for payment in full even if the show is canceled by them. If no signed contract is returned within ten business days of the agreement date, 3screens.com then reserves the right to cancel without notice.

Signed Mark Letts Date 11/7/17
(3SCREENS.COM REPRESENTATIVE)

Signed _____ Date _____
SCHOOL OR SPONSORING GROUP REPRESENTATIVE)

Please sign and return one copy and any other pertinent information within ten business days.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: AGREEMENT WITH KATHLEEN MOORE & ASSOCIATES

BACKGROUND INFORMATION:
Due to the increased population and new residential development taking place in the Ocean View community, the student enrollment at Ocean View Hills and Vista Del Mar Schools is being impacted. Administration is being proactive and has began the process to find ways to house the new students that will be created by this new residential development. Portable classrooms are being considered as the best and more cost efficient option.

In conjunction with the additional portable classrooms installation projects at Ocean View Hills and Vista Del Mar Schools, the District needs assistance in exploring any funding possibilities. The District would like to retain the services of Kathleen Moore & Associates, the consultant assisting the District in the school reconfiguration project, who is specialized in school facilities construction related issues.

The consultant will be compensated at the rate of $185.00 per hour including travel time of 4 hours per in-District trip for a total not to exceed $35,000.00. The duration of the agreement is from January 1 through June 30, 2018.

RECOMMENDATION:
Approve/Ratify the Agreement with Kathleen Moore and Associates effective January 1 through June 30, 2018 in an amount not to exceed $35,000.00 from the General fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** PW

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$35,000.00	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 26th day of January, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Kathleen Moore and Associates
Company/Consultant

(916) 730-9091
Telephone Number

221 Noe Street #1, San Francisco, CA 94114
Address

Kathleen@kathleenmorreassociates.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: January 26, 2018 To: June 30, 2018

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.

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 RESPONSIBLIITIES 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 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 appropriates 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)* *Waived* _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000. *Waived* _____

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

Additional Insured Status

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

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.

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, date, 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 or as directed by District.

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 _____.

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:
ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCHOLOL 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.

CONSULTANT:	**Kathleen Moore and Associates**
Name:	Kathleen Moore
Title:	Consultant
Address:	221 Noe Street #1
City/State/Zip Code:	San Francisco, CA 94114
Telephone:	(916) 730-9091
Email:	Kathleen@kathleenmorreassociates.com

DISTRICT:	**San Ysidro School District**	
Name:	Peter Wong	
Title:	Interim Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	Peter.wong@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**
Kathleen Moore and Associates	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Peter Wong, Interim Chief Business Official
Print Name, Title	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

SCOPE OF SERVICES

The District is authorized By Section 53060 of the California Government Code to contract with and employ person for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are trained and experienced and competent to perform special services required.

The District is in need of such special services and advice; and Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis.

The parties agree as follows:

1. Consultant and sub-consultants will support the District in review of its capital facilities program lease-leaseback implementation and results including but not limited to review of contract documents, plans, architect agreements and on-site work. Consultant will assist with capital facilities program as directed by Superintendent.

2. District will prepare and furnish to the Consultant upon the Consultant's request such information as is reasonable and necessary to the performance of the Consultant's works under the agreement, including but not limited to detailed pupil enrollment and residing data for the boundary work. The Consultant understands that all information provided to the Consultant is the property of the District and shall remain the property of the District.

3. Compensation: Consultant and sub-consultants shall be compensated at a rate of $185 per hour including travel time of four (4) hours per in-district trip per associate for a not to exceed fee of $35,000. Travel expenses will be borne by the Consultant up to 2 in-district trips and then billed at cost thereafter.

4. Term: January 1, 2018 to June 30, 2018, or until District determines no further services are required. This Agreement may be extended as required and agreed upon by both parties.

5. Professional Liability: District agrees that Consultant will act in an advisory role only, and therefore will not assume liability for any action taken or inaction by the District related to advice.

6. Consultant, in performance of this Agreement, shall act as an independent contractor. Consultant shall not be considered an officer or employee of the District and would not be entitled to benefits of any kind or nature normally entitled to employees, including but not limited to State unemployment or workers' compensation. Consultant assumes full responsibly for the payment of all applicable federal, state and local taxes related to this Agreement.

Approved:

District: _____

Peter Wong
Interim Chief Business Official

Consultant: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Information Management Services
Todd Lewis, Director of Education Technology

AGENDA ITEM: COX CALIFORNIA TELCOM, LLC - ICB COMMERCIAL SERVICE AGREEMENT - AMENDMENT NO. 4

BACKGROUND INFORMATION:
In 2014, Cox Communications was awarded Bid #14/15-337 for Wide Area Network Ethernet Circuit Upgrade and Internet for E-rate Funding. During school year 2015-16, the District's internet capacity required upgrading to accommodate the existing technology; therefore, the District entered into an ICB Commercial Service Agreement with Cox California Telcom, LLC to continue receiving the low prices from Bid #14/15-337. After careful review of the District's needs, it was determined that the capacities in the original agreement were not sufficient. This agreement ended on June 30, 2016, with four (4) one-year renewal options. ▪ Contract Renewal No. 1 was approved on May 12, 2016. Amendment No. 1 was signed in order to replace the services listed on the original agreement and increase the internet mbps. ▪ Amendment No. 2 was to extend the ICB Commercial Service Agreement for 2016-17 school year. ▪ Amendment No. 3 (Contract Renewal No. 2) was to replace services to better meet the District's needs.

Amendment No. 4 also known as Contract Renewal No. 3 will extend the term of the agreement through June 30, 2019. The monthly cost of $12,620.00 and services will remain the same.

RECOMMENDATION:
Approve Amendment No. 4 to the Cox California Telcom LLC, Commercial Service Agreement extending the term of the agreement at an estimated annual cost of $151,440.00 from the E-rate fund.

☒ **Renewal** ☐ **New** ☒ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

$151,440.00	E-rate Fund	---
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

FOURTH AMENDMENT TO COMMERCIAL SERVICE AGREEMENT

THIS FOURTH AMENDMENT TO COMMERCIAL SERVICE AGREEMENT ("Amendment") is made and entered into this 26th day of January 2018 by and between Cox California Telcom, LLC ("Cox" or "Cox Business") and the San Ysidro School District ("District").

The parties agree to amend their ICB Commercial Service Agreement, last executed on October 14, 2015 and as previously amended (the "Agreement") incorporated herein by as follows:

1. The parties acknowledge that Customer has four (4) one-year renewal options under the Agreement. Customer hereby exercises the third of the four (4) one-year renewal options at this time, which shall extend the Term of the Agreement through June 30, 2019. Customer shall have one additional one-year renewal option that may be exercised at a later date.

2. Except for the terms that have been specifically amended by this Amendment, all of the remaining terms and conditions of the Agreement are hereby ratified and reaffirmed by the parties, and shall hereafter remain unmodified and in full force and effect, as the same have been amended herein.

Service/Equipment Description	Quantity	MRC per circuit/total MRC	NRC
Schools -500 Mbps	7	$770/$5,390	$0.00
District Aggregate - 4Gbps	1	$3,030	$0.00
Internet access – 1 Gb	1	$4,200	$0.00
	MONTHLY TOTAL:	**$12,620**	

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized officers effective as of the day and year first written above.

SAN YSIDRO SCHOOL DISTRICT

By: _____

Print: Peter Wong

Title: Interim Chief Business Official

Date: _____

COX

By: _____

Print: _____

Title: _____

Date: _____

Board approved:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: MEMORANDUM OF AGREEMENT FOR AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM 2017-18

BACKGROUND INFORMATION:
The San Diego County Office of Education (SDCOE) agrees to act as the funding agency for the After School Education and Safety Program to participate with districts free of charge with approval of Memorandum of Agreement (MOA). The MOA states that the District agrees to adhere to all general conditions and budget restrictions according to California Education Code section 8484.7-8484.9. SDCOE summarizes the general conditions and budget restrictions from the law and outlines that the SDCOE agrees to provide and maintain files for the MOAs, distribute funding allocations, collaborate will all members to ensure program goals are met and fiscal information is shared.

The MOA with the SDCOE is for fiscal year 2017-2018 and it delineates the amount each school is to receive and when they funding will be received. The District would like to continue receiving these much needed services for the Before and After School Programs provided by YMCA of San Diego County and that are offered at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar Middle and Ocean View Hills Schools.

ASES Grant award amount: $896,583.54 minus 2% of grant for SDCOE's coordination, training, technical assistance and administrative support ~ $17,931.67 = $878,651.87.

RECOMMENDATION:
Approve/Ratify the Memorandum of Agreement with the San Diego County Office of Education for the After School Education and Safety Program for fiscal year 2017-2018.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** M

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☒ No

Requisition #

FUNDING SOURCE		
2% SDCOE $17,931.67	ASES Funds	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) is entered into this 1st day of July 2017 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **San Ysidro School District** (herein known as "District") who agrees to provide the services in accordance with the provisions of the California *Education Code* (EC) sections 8484.7-8484.9. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to the District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For After School programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students to participate every day that the after school component operates. Middle school and/or Junior high school should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish ASES after school component program goals.
4. Establish a policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Ensure that Elementary students participate in every day's activity that the ASES before school component is operational. Middle school or Junior high school should participate a minimum of six (6) hours a week or three (3) days a week to accomplish program goals.
6. Establish a policy for late arrival of those students attending the ASES before school component needing to arrive late to the before school component of the program. This late arrival policy should include parental permission stating dates, times and reasons for the late arrival.
7. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, District must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A).** California Education Code 8483.7. (a) (1) (A) states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years:

i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions:(I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

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

2. <u>Web-Based Attendance and Daily Attendance Accountability Requirements</u>.

1. In FY 17/18 District receiving ASES funds must implement the *<u>City Span Web-based Attendance Tracking System</u>* (<u>www.youthservices.net/sandiego</u>) for daily program attendance entry.
2. District must fully utilize the "*<u>Automated Card Scanning</u>*" capability for the system. The *<u>City Span Web-based Attendance Tracking System</u>* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. Should District choose not to implement the *<u>City Span System</u>* the District must provide a description and demonstration of their attendance tracking system to SDCOE for review. All districts choosing not to use the SDCOE Web-based Attendance System must fully demonstrate that the attendance system they implement has the necessary capability to ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program. Also, all districts choosing not to use the City Span system must use daily automated attendance features that will ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1). All non-City Span systems will be reviewed by SDCOE staff to ensure State Audit Guide and California Education Code compliance. Each district will be subject to site review of the attendance procedures at a minimum of 15 ASES programs. During the attendance review the district's system must ensure that all Early Release/Late Arrival Policies as well as ensure that all students that are counted for attendance purposed follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).

5. District will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the new Card Scanning System.
6. In addition, District must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

3. <u>Staffing Requirements:</u>

1. District must ensure a student-to-staff ratio of no more than 20 to 1 at all ASES sites.
2. District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises

4. <u>State Mandated Data and Evaluation Requirements</u>:

1. Participate in statewide evaluation process as determined by the CDE and provide all required information.
2. Respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Annually provide participating pupils' regular school day and program attendance and test results as required by CDE.
4. To standardize procedures and collection tools developed for evaluation purposes.
5. Ensure the timely and accurate collection of data required to conduct the ASES program evaluations including but not limited to Annual Performance Reports.
6. District will submit an annual ASES Program Continuous Quality Improvement Plan (CQI) at the district and site level as required by California Senate Bill (SB) 1221. These requirements are codified in Section 8484 of the 2017 California *Education Code*. While the quality improvement process should be undertaken at the program level, District is responsible for ensuring that it is fully implemented at all of their sites. District is required to report the CQI via the City Span Web-based Attendance and Fiscal Management System by October 10, 2017. District is also responsible for following the county-wide CQI process that has been established by Educational Resource Consultants (ERC).

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of $8.19 per student per day for PM (After School) reimbursement and a rate of $5.46 per student per day for AM (Before School) reimbursement.
2. Allow participation of any student of a participating school regardless of their ability to pay.
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the SDCOE.
4. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. The District follows all fiscal and auditing standards required by the CDE. (EC §§ 8482.3(f) (5), 8484.8(b) (3), (4).).
2. Provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2017-2018; Article 3.1. § 19846. After School Education and Safety Program.
3. Participate in Federal Program Monitoring (FPM) training as conducted by SDCOE.

7. Budget Restrictions

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program that garner cash or contributions to the equal to at least 33% or one-third of the total annual grant amount for District. District is required to submit the 33% Match/In-Kind via the City Span Web-based Attendance and Fiscal Management System by October 10, 2017.
4. No more than 15% of the annual grant amount may be used for start-up costs in year one only.
5. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.
6. Only sites operating programs are eligible to claim administrative, operational, and/or start-up.

7. The LEA/grantee agency maintains an inventory record for each piece of equipment, with an acquisition cost of $500 or more per unit that is purchased with state and/or federal funds. Also, District has conducted a physical check of the inventory of equipment within the past two years and has reconciled the result with inventory records. (34 CFR 80.32(d)(2).) District will also be required to report and all Inventory Items via the City Span Web-based Attendance and Fiscal Management System by October 10, 2017.
8. The record describes the acquisition by:

   (a) Type
   (b) Model
   (c) Serial number
   (d) Funding source
   (e) Acquisition date
   (f) Cost
   (g) Location
   (h) Current condition
   (i) Transfer, replacement, or disposition of obsolete or unusable equipment
   EC § 35168; 5 CCR 3946; 34 CFR 80.32(d) (I).)

9. To ensure that District follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3), (4).), District can be required to provide copies of the following documents to SDCOE:
   - Before and After School Program (BASP) contracts – for ASES subcontracts to provider agencies that operate Before and/or After School Programs.
   - BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.
   - BASP reports program expenditures at the district and site level that clearly demonstrate that the 85/15 requirement is met. District will be required to submit the 85/15 reports via the City Span Web-based Attendance and Fiscal Management System by October 10, 2017.
   - BASP line item budgets.
   - BASP time sheets, including time accounting methods.

8. <u>Additional ASES Program Operation Requirements</u>.

1. Designate an ASES Contact person.
2. Ensure the designated ASES Contact attends the scheduled ASES District Contact meetings provided by the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego County Office of Education.
3. Operate the ASES Program to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content

subject areas: language arts, mathematics, history and social science, science and computer training.

6. The program will have an educational enrichment element that may include, but not limited to fine arts, recreation, health awareness, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
7. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g. city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by District or designee to enrolled pupils.
9. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.
10. Provide information regarding the After School Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
12. Collaborate and coordinate with the regular school day program.
13. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
14. Notify the County in the event the district intends to close or relocate an ASES program school site, either temporarily or permanently.
15. All staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to district policy
16. Each ASES funded district will be responsible for the development of a FY 2017-2018 After School Program Plan as part of the San Diego ASES program Consortium. The District's ASES Program Plan template has been provided by the California Department of Education. Working in collaboration with the District Contact, Site Coordinator, Site Principal and other CBO partnerships the district ASES program plan is due on October 17, 2018 to SDCOE via City Span.
17. District staff will review the ASES program plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, identified district program changes based on grant reduction or new sites.
18. Each district ASES Program plan will identify FY 2017-2018 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
19. Ensure that ASES staff attends countywide, regional, and district-training opportunities designed to maximize program effectiveness.
20. Host scheduled technical assistance site visits conducted by staff from the After School Administrative Program Support Center (ASC) and the Children's Initiative.
21. Work with staff from the ASC and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
22. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.
23. Contribute 2% from the grant funds to SDCOE for countywide program coordination, training, technical assistance and administrative support.

9. **<u>As the official Grantee of Record, the County will provide the following</u>:**

1. In coordination with District, inform statewide after school efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and After School Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations and the private sector in after school issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the districts, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare end of grant reconciliation reports and submit to CDE by the required deadlines.
10. Provide funding notification and payment distribution to districts in a timely manner.
11. Ensure that program goals are met efficiently and effectively.
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Compile required annual progress reports and submit them in a timely manner.
14. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
15. Convene, in coordination with the District, meetings of after school stakeholders, as necessary.
16. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
17. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the county's ASES funded before and after school programs.
18. Provide training and technical assistance to districts in San Diego County in excess of those provided through the ASC resources.
19. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members for Phase I (District Monthly Attendance Reporting). Additionally, provide Phase II (Daily Site Attendance Reporting) and Phase III (Student Uploading of data from Infinite Campus) as venues to participating districts.
20. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
21. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products and support.
22. With input from consortium members, develop protocols for site visits, information

sharing, advocacy, public relations and marketing activities, and other events impacting after school programs.

23. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include mock site visits.

10. Terms and Conditions of the Grant Award

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The district will follow its program plans as specified by the agency application.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The district shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. **Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8677. For expenses, use Goal 7111 – Non agency Educational appropriation function and object code where the funds are expended.**
5. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
6. The grantee shall use these funds in accordance with the approved application.
7. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the county shall reduce any subsequent allocations by the amount equal to the overpayment.
8. If an ASES program site stops program operations, the county will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
9. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT WITHIN THREE MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
10. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM**

THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).

11. District shall comply with the General Assurances attached to this MOA.
12. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
13. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

CDE GRANT NO. 37-24239-1037-EZ **FY 17/18**: **PCA**: 24239 **VENDOR NO.** 1037: SUFFIX **NO.** EZ

11. PERIOD OF AGREEMENT- COMPENSATION/COST AND PAYMENT SCHEDULE

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall by July 1, 2017 through June 30, 2018.

The After School Education and Safety Programs are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4:

> "The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met."

Program funds will be dispersed to District based on Education Code 8482.4 reimbursement from CDE. Annual ASES allocation(s) **shall not exceed** * **$896,583.54** for District. However, District will only report expenditure up to $878,651.87 (98% of $896,583.54) and will receive a total of $878,651.87 if the district expends all their grant allocation and is in compliant with all grant requirements.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2018 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by District.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.
** SDCOE will retain 2% of grant funds for countywide program coordination, technical assistance and program support, as agreed herein and this should not be reported in the district expenditure report.*

12. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

District Contact:

Alexis Rodriguez, Coordinator for ASES Program
SYSD, Educational Services
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 Ext. 3039

County Contact:

Daymon Beach, Senior Manager
SDCOE, Student Support Services
6401 Linda Vista Road Rm 212E
San Diego, CA 92111
(858) 569-3133

13. CONFIDENTIALITY

1. This agreement, all communications and information obtained by District from the County Office relating to this agreement, and all information developed by District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, District shall inform the County, in writing, of the nature and reasons for such disclosure. District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.

2. At the conclusion of the performance of this agreement, District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, District may retain copies of such materials, subject to the requirements of Subsection 1.

3. District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, District shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.

4. District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.

5. District obligation of confidence with respect to information submitted or disclosed to District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;
(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
(iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school district, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

(i) Each agency and school district shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
(ii) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
(iii) Each school district shall comply with access log requirements of Section 49064.
(iv) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
(v) An agency or school district may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other

remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:

    a) Immediately discontinue all services affected (unless the notice directs otherwise) and

    b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is for the convenience of the County, District shall submit a final invoice within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.

3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:

    a) Immediately discontinue all services affected (unless the notice directs otherwise) and

    b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent contractor and not as an officer, agent, or employee of the County.

18. HOLD HARMLESS

District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, District performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the County the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

21. AUDIT

District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

22. INSURANCE REQUIREMENTS

District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for

property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:		
General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	**$1,000,000** Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	**$1,000,000** Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

24. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The SDCOE Program Manager has determined that the Contractor/Provider will have **"greater than limited contact"** with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.

2. The Contractor/Provider has **certified in writing** to the SDCOE Program Manager that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
Paul Gothold	
By (Authorized Signature)	By (Authorized Signature)
Paul Gothold Ed.D.	
Name (Type or Print)	Name (Type or Print)
County Superintendent of Schools	
Title	Title
1/4/18	
Date	Date

San Diego County Office of Education
Funding Status per School
2017-2018

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	After School Base	$122,850.00
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	After School Supplemental	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Base	$16,850.37
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Supplemental	$4,095.00
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Base	$124,089.40
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Supplemental	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Base	$11,329.50
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Supplemental	$1,699.70
37-24239-1037-EZ	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	After School Base	$41,279.69
37-24239-1037-EZ	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	Before School Base	$11,800.95
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Base	$102,154.47
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Supplemental	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Base	$19,213.74
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Supplemental	$1,188.10
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	After School Base	$122,850.00
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	After School Supplemental	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	Before School Base	$28,583.94
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	After School Base	$122,850.00
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	After School Supplemental	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	Before School Base	$11,329.50
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	Before School Supplemental	$1,699.70
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	$122,850.00
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Supplemental	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Base	$29,090.88
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Supplemental	$778.60
					TOTAL GRANT AMOUNT	**$896,583.54**
					GRANT AMOUNT, LESS 2%	**$878,651.87**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: AGREEMENT WITH NYHART FOR ACTUARIAL VALUATION SERVICES

BACKGROUND INFORMATION:
Governing Accounting Board Standards (GASB) Statement 45 requires that districts determine the post employment benefits obligations every other year. The Actuarial Report was not completed in 2016; therefore, the District is requesting the assistance of Nyhart, the company that prepared the 2014 report, to complete an analysis and report using the most current requirements (GASB Statement 75) which will provide the information needed for the District's pending 2016-17 Audit Report.

RECOMMENDATION:
Approve the Agreement with Nyhart to conduct Actuarial Valuation Services for the District at a cost not to exceed $8,800.00 from the General fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$8,800.00	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 26th day of January, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Nyhart
Company/Consultant

(619) 239-0831
Telephone Number

8415 Allison Pointe Blvd., Suite 300, Indianapolis, IN 46250
Address

www.nyhart.com

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: January 26, 2018 To: June 30, 2018

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.

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 RESPONSIBLIITIES 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

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

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

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

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

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

Coverage shall be at least as broad as:

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

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

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.

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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	**Nyhart**
Name:	Marilyn Jones
Title:	Co-Director, San Diego Office
Address:	530 B Street, Suite 900
City/State/Zip Code:	San Diego, CA 92101
Telephone:	(619) 239-0831
Email:	marilyn.jones@nyhart.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Peter Wong	
Title:	Interim Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	peter.wong@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

Nyhart
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District
Firm Name

Signature

Peter Wong, Interim Chief Business Official
Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

The updated valuation and report will provide the information needed for the District's 2016/2017 audit report. Our fixed fee for updated actuarial valuation services is $6,750.

Updated Actuarial Valuation Services

Our fixed fee would include the following:

- Kick-off conference call: To include planning, objective and assumptions & methods discussion, and review of data requirements.
- Measurement using one set of assumptions and one cost method approved by the District.
- Reconciliation of Plan assets, if applicable.
- Analysis of discount and trend rate sensitivity on results.
- Results shown separately for retired and active employees, for up to 3 bargaining units/employee groups.
- Conference call to review valuation results and report.
- Support for GASB 45 compliance.

We will likely need to update several assumptions since the prior valuation and will need to revisit the inclusion/exclusion of any implied rate subsidy. The Actuarial Standards Board issued a revised Actuarial Standards of Practice (ASOP) No. 6 which requires the inclusion of any implicit rate subsidy in all actuarial valuations commencing on or after March 15, 2015. An implicit rate subsidy exists when blended premiums are used for active and retired employees. In addition, the recently issued new GASB OPEB accounting standards (GASB 74 and 75) require that employers follow this ASOP for accounting purposes.

Deliverable

The deliverable for our ongoing updated actuarial valuation services would be the actuarial valuation report including the following:

- The terminal liability (actuarial present value) of the retiree health benefits;
- Disclosure of the actuarial accrued liability and the unfunded actuarial accrued liability determined in accordance with GASB Statements No. 45;
- The components (including amortization of the unfunded actuarial accrued liability & normal cost) of the estimated annual accrual accounting expense (Annual Required Contribution) determined in accordance with GASB Statements No. 45;
- A sensitivity analysis measuring the impact on the unfunded actuarial accrued liability and annual accrual accounting expense of a one percentage point increase in the assumed health care cost trend rate and a one percentage point increase or decrease in the assumed discount (interest) rate;
- Projected annual pay-as-you-go District expenditures for the next 20 years and representative years thereafter (an excel file can be made available with the expected expenditures for all future years);
- A summary of retiree health benefit plan provisions;
- A summary of actuarial assumptions and methods;
- Age and service distribution of employee population included in the valuation; and
- An actuarial certification.

GASB 74 & 75

The District will need to adopt GASB 75 for the fiscal year ending June 30, 2018. GASB 74 applies to funded OPEB plans commencing with the fiscal year ending June 30, 2017. GASB 75 applies all OPEB

plans commencing with the fiscal year ending June 30, 2018. As the District funds for it OPEB on a pay-as-you go basis, GASB 74 compliance is not required. The updated valuation can also be used for the fiscal year end (FYE) 6/30/2018 GASB 75 accounting and disclosures using a roll-forward valuation. The results will need to be adjusted for timing and using the required discount rate as of the District's selected Measurement Date. The Measurement Date can be up to 12 months prior to the FYE. If the District decides to use the updated valuation for compliance with GASB 75 for the FYE6/30/2018, the fee for the roll-forward valuation and GASB 75 report is $2,050.

Total Fees: $8,800.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: AGREEMENT WITH BAKERNOWICKI DESIGN STUDIO

BACKGROUND INFORMATION:
Due to the increased population and new residential development taking place in the Ocean View community, the student enrollment at Ocean View Hills and Vista Del Mar Schools is being impacted. Administration is being proactive and has began the process to find ways to house the new students that will be created by this new residential development. Portable classrooms are being considered as the best and more cost efficient option.

The District has reached out to BakerNowicki Design Studio, a local architect firm recommended by Kathleen Moore & Associates, to provide the architectural services for this project. The estimated cost implications and services include:

Ocean View Hills School	Vista Del Mar Middle School
• Construction Documents ($49,260.00) • DSA Approval ($4,478.00) • Bidding ($8,957.00) • Construction Administration ($26,870.00) • Reimbursable expenses (TBD)	• Construction Documents ($38,402.00) • DSA Approval ($3,491.00) • Bidding ($6,982.00) • Construction Administration ($20,946.00) • Reimbursable expenses (TBD)
Estimated Total: $89,565.00	Estimated Total: $69,821.00

RECOMMENDATION:
Approve the Agreement with BakerNowicki Design Studio for Architectural Services for portable buildings at Ocean View Hills School and Vista Del Mar Middle School in an estimated amount of $164,386.00 from the Developer Fees fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** PW

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

ESTIMATE $164,386.00 (Amount)

Developer Fees Fund (Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 26th day of January, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

BakerNowicki Design Studio
Company/Consultant

(619) 795-2450
Telephone Number

731 Ninth Avenue, Suite A, San Diego, CA 92101
Address

www.bndesignstudio.com

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 ***Exhibit "B"*** 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: January 26, 2018 To: Completion of project

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.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A and Exhibit B*** 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 RESPONSIBLIITIES 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

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

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

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

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

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

Coverage shall be at least as broad as:

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

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

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

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.

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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

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

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

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

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and

the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the

terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	BakerNowicki Design Studio
Name:	Jon Alan Baker, FAIA, LEED AP
Title:	Partner
Address:	731 Ninth Avenue, Suite A
City/State/Zip Code:	San Diego, CA 92101
Telephone:	(619) 795-2450
Email:	jbaker@bndesignstudio.com

DISTRICT:	**San Ysidro School District**	
Name:	Peter Wong	
Title:	Interim Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	peter.wong@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**
BakerNowicki Design Studio	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Peter Wong, Interim Chief Business Official
Print Name, Title	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 ECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
La Mirada School
Luis Ramos, Principal

AGENDA ITEM: AGREEMENT WITH SAN DIEGO MARITIME MUSEUM

BACKGROUND INFORMATION:
The Principal at La Mirada Elementary is requesting approval for a fourth grade class to visit and stay overnight at the Star of India, Maritime Museum of San Diego. The field trip is planned for Friday, February 23, 2018 and returning on Saturday, February 24, 2018 for approximately 30 students and 4 adults, including a teacher. The teacher will be covering California Standards in Social Studies – Early California History to students. The standards covered during this field trip will be reinforced with pre and post activities.

The San Diego Maritime Museum requires that the District agree to the attached Terms and Conditions. The cost implications are $74.00 per student (30), $30.00 per adult (4), and $970.00 for transportation (2 days).

RECOMMENDATION:
Approve the Agreement with San Diego Maritime Museum for approximately 30 fourth grade students and 4 adults from La Mirada Elementary to participate in a field trip to the Star of India, San Diego Maritime Museum, at an estimated cost of $3,310.00 from student fundraiser, General fund and the Supplemental and Concentration fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$3,310.00	Student Fundraiser, General Fund and Supplemental & Concentration Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

TERMS AND CONDITIONS
SAN DIEGO MARITIME EDUCATION PROGRAMS

1. Notice of cancellation MUST be RECEIVED IN WRITING by the Maritime Education Programs office at least 90 (ninety) day prior to the schedule program date. *WITHOUT A NINETY-DAY NOTICE OF CANCELLATION IN WRITING, YOUR GROUP WILL BE CHARGED THE FULL COST OF THE SCHEDULED PROGRAM(S).*

2. Cancellation of a program due to inclement weather shall be made mutually between the school and the Maritime Museum of San Diego Education Director. Unilateral cancellation on any program by a school or group may be considered as a 'NO SHOW" and billed accordingly.

3. Full payment of the fee for a program herein requested must be received on the day of the program. Exception to the requirement is when a purchase order is received to cover payment for the program. If a purchase order is used, PAYMENT TERMS ARE NET 30 DAYS.

4. BILLING IS BASED ON THE INFORMATION ON THIS FORM. Changes may be made to the number of students within the minimum and maximum required up to 48 hours prior to arrival, with the minimum being 26 students and 5 adults for Living History Programs. After that time, the school group or organization will be charged despite any decrease in the number of students who actually arrive. Likewise, if a Large Program is booked (45 students or more), the teacher must notify the museum 48 hours prior to the program if a change must be made to a standard sized program. Otherwise, the school will be charged for the Large Program.

5. Each school group shall provide a certified employee to participate in the Maritime Museum of San DiegoEducation Programs.

6. The School District or organization shall be responsible for the supervision and care of its pupils from the time of school departure to the time of arrival at the San Diego Maritime Museum and back to home or school. The School District or organization is responsible for the actions of its pupils and employees while participating in the Maritime Museum of San Diego Program.

7. The School District or organization agrees to indemnify and hold harmless and to defend at its own cost the Maritime Museum of San Diego Association, its officers, agents and employees from any and all liability or claims arising out of the actions of the School District's employees, officers, agents and pupils.

MARITIME EDUCATIONAL PROGRAMS

CONFIRMATION

CONFIRMATION NUMBER 6680 DATE: April 27, 2017

CONFIRMATION DATE: February 16, 2018

1. Read the enclosed Terms and Conditions
2. Sign this form and mail it to the Maritime Museum with your non-refundable, non-transferable reservation fee which will be applied to the cost of the program.
   $300.00 reservation fee for Living History Programs
   $100.00 reservation fee for all other programs.
3. **YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS SIGNED FORM IS RETURNED WITH THE RESERVATION FEE AND MUST BE RECEIVED BY OUR OFFICE WITHIN 60 DAYS PRIOR TO YOUR TRIP.**
4. **BALANCE DUE THE DAY OF THE PROGRAM IN THE FORM OF ONE CHECK, CASH OR PURCHASE ORDER.**
   Living History Programs have a minimum of 26 students. Adult minimums and maximums are:
   DAY PROGRAMS: 4-11 adults OVERNIGHT PROGRAMS: 6-12 adults. One teacher per classroom is free. If you are not participating in a living history program, please verify with the education office the mandatory minimum and maximum numbers.

SCHOOL: La Mirada School DISTRICT: San Ysidro

ADDRESS: 222 Avenida de la Madrid CITY: San Ysidro, CA 92173-1508

PHONE(S) 619-428-4424 (area) office Email 619-428-0858 (area) fax

TEACHER/PERSON-IN-CHARGE: Lianne ~~Loomis~~ Minea

GRADES: 4th NO. OF STUDENTS: ~~X~~ 30

PROGRAM REQUESTED	DATE	TIME	COST/STUDENT	COST/ADULT
Gold Diggers Overnight	~~2/16/2018~~ 2/23/2018	**3:00 PM - 9:00 AM**	**$74.00**	**$30.00**

I am enclosing a reservation fee in the amount of $ _____ Check # _____ or Purchase Order Number _____
PAYABLE TO: Maritime Museum of San Diego

_____ **Date** _____
Authorized Administrator
SIGNATOR AGREES TO TERMS AND CONDITIONS ENCLOSED.

YOUR BILLING ADDRESS _____

_____

$ 74 X 30 = $ 2,220.00

$ 30 X 4 = $ 120.00

$ 2,340.00

MARITIME MUSEUM OF SAN DIEGO 1492 N. Harbor Drive, San Diego, CA 92101
(619) 234-9153 ext. 124 - Fax: (619) 234-8345
www.sdmaritime.org and click on EDUCATE
Email: SchoolPrograms@sdmaritime.org

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Oscar Madera, Acting Director

AGENDA ITEM: AGREEMENT WITH DR. JILL WECKERLEY

BACKGROUND INFORMATION:
Federal law defines an IEE broadly as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.503.

Dr. Jill Weckerley, listed as one of the approved independent educational evaluators, will be providing independent psychoeducational evaluation to a student. Services include evaluations, observations and interviews, report writing, IEP attendance, and testing feedback.

RECOMMENDATION:
Approve the agreement with Dr. Jill Weckerley, an independent educational evaluator, to provide independent psychoeducational evaluation at a cost not to exceed $2,800.00 from the Special Education fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** M

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$2,800.00	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 26th day of January 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Dr. Jill Weckerley Company/Consultant	(619) 347-4496 Telephone Number
3990 Old Town Avenue, Suite 207A, San Diego, CA 92110 Address	jweckerly@casrc.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: January 26, 2018 To: June 30, 2018

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.

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 RESPONSIBLIITIES 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

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

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

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

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

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

Coverage shall be at least as broad as:

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

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

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.

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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	
Name:	Dr. Jill Weckerley
Title:	Owner
Address:	3990 Old Town Avenue, Suite 207A
City/State/Zip Code:	San Diego, CA 92110
Telephone:	619-347-4496
Email:	jweckerly@casrc.org

DISTRICT:	San Ysidro School District	
Name:	Mary L. Willis, Ed.D.	Oscar Madera
Title:	Interim Superintendent	Acting Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	mary.willis@sysd.k12.ca.us	oscar.madera@sysd.k12.ca.us

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
Dr. Jill Weckerley	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Mary L. Willis, Ed.D., Interim Superintendent
Print Name, Title	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 ECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

EXHIBIT A
SCOPE OF SERVICES

Services include evaluations, observations and interviews, report writing, IEP attendance, and testing feedback.

Cost implication: Psychoeducational Evaluation and IEP Meeting Attendance: $2,800.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Administration
Mary L. Willis, Ed.D., Interim Superintendent

AGENDA ITEM: CONSULTANT AGREEMENT WITH JIM HUGE FOR BOARD GOVERNANCE WORKSHOP

BACKGROUND INFORMATION:
Jim Huge has served as a consultant to schools, educational institutions, large corporations, small businesses, and professional and trade associations in all fifty states, Canada, Europe, Asia, Africa, South America, and the Middle East. During that time, Mr. Huge gained international recognition for his skill in the areas of organizational analysis and design, executive selection and coaching, improving student achievement, conflict management, communication, interpersonal relations, organizational development, client/customer relations and service.

Jim Huge will meet one-on-one with the Interim Superintendent and each Board Member the day preceding the workshop and will facilitate the Board Governance Workshop scheduled on Thursday, January 18, 2018. He will provide follow-up to assist with the implementation of decisions made by the Board at the workshop.

The estimated costs include: $2,500.00 for Board Governance Workshop and $750.00 for airfare, hotel, and incidentals.

RECOMMENDATION:
Approve/Ratify the Agreement with Jim Huge as a consultant to facilitate the Board Governance Workshop at a cost not to exceed $3,250.00 from the General fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** pm

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$3,250.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

PROPOSAL FOR BOARD/SUPERINTENDENT GOVERNANCE CONSULTING

Submitted to the

SAN YSIDRO SCHOOL DISTRICT

JIM HUGE
December 4, 2017

I am excited about the possibility of working with the Board of Trustees and Inteirm Superintendent Willis to strengthen the foundation for leadership of the San Ysidro School District.

1. Scope of Work

Board/Superintendent governance retreat

I have done a number of these sessions all over the country with school boards, particularly when new superintendents and boards begin their work together.

To plan for a session that would meet San Ysidro's needs, I would like to determine the agenda jointly with the Superintendent and the Board President. A suggested agenda is attached, but we would need to tailor it to meet San Ysidro's needs. When there is a new Superintendent, it is particularly valuable for all parties to review operational protocols together and reach a shared understanding. Investing this time at the beginning can pay great dividends, in terms of time saved, and in greater effectiveness in serving the students of San Ysidro. It is especially important to get common understanding around:

- Operational protocols
- Communication
    - among Board members
    - between the Board and the Superintendent
    - between individual Board members and the Superintendent
- Agreed-upon goals and direction, both immediate and long-range
- What it will take to build and maintain trust

If selected for this engagement, I would prepare for the session by reviewing in advance all existing policies, operating principles, protocols and standards of practice. I would also want to spend time with the Superintendent in person or by phone.

I have provided sample materials that may support this work. These materials were developed over years by the Michigan Leadership Institute, and modified with their permission.

2. Options for Engagement

Option I

I would meet one-on-one with the Interim Superintendent and each Board Member the day preceding the workshop, at a time and place of each individual's choosing. After the workshop, I would provide follow-up to assist in implementation of decisions made by the Board at the wokrshop.

Option II

This option would only include facilitation of the workshop itself.

3. Fee
Professional fee for each option:

Option I - $2,500
Option II - $1,500

Airfare, hotel and incidental expenses would be charged to the District, and I estimate this to total less than $750. There would be no charge for travel time or reviewing of Board documents in preparation.

4. References

References who are familiar with my work with school boards and superintendents:

- Pedro Martinez, Superintendent, San Antonio Independent School District, pedromartinez3@yahoo.com, 773-474-4339
- Tim Quinn, former executive with Michigan Leadership Institute and Eli Broad Foundation, timquinn@mileader.com or 231-223-8814
- Shannon Hunt, President, Nashville Public Education Foundation, shannon.hunt@nashvillepef.org, 615-727-1515
- Emmanuel Caulk, Superintendent, Fayette County Public Schools, Lexington, KY, emmanuel.caulk@fayette.kyschools.us, 859-381-4104
- Paul Gothold, Superintendent, San Diego County Office of Education, paul.gothold@sdcoe.net, 858-292-3514
- Jim Hager, Former Superintendent in four districts, jimhager72@gmail.com, 702-280-1006

SAN YSIDRO SCHOOL DISTRICT
ACCEPTS OPTION I $2,500 with estimated expenses for Airfare, Hotel, and Incidentals to be $750.00. Total not to exceed $3,250.00.

_____ _____

Mary L. Willis, Ed.D. Date
Interim Superintendent Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: AMENDMENT TO THE AGREEMENT WITH QUALITY CONTROL CONSULTANTS, INC. AND CTE INC.

BACKGROUND INFORMATION:
Manzana Energy is working on the solar projects at the various school sites. One of the requirements is to have a DSA Inspector of Record and Materials Testing. The District will work with Quality Control Consultants, Inc. and CTE Inc. to provide these services and do an in-plant inspection.

On August 10, 2017, the Governing Board approved the services of Quality Control Consultants, Inc. and CTE Inc. for required services related to the solar project. The solar project required additional specialized services, materials, materials testing and inspections by Quality Control Consultants Inc. and CTE Inc. that were not included in the original proposal. The rates for these services are included on the attached Schedule of Fees and Services.

- Registered Special Inspector (Concrete, Masonry, Welding, Field Bolting)
- Project Engineer
- Concrete Technicial
- Outside Services/Subcontractors (if needed)
- Mechanical Tests, Harness Test, Rockwell
- Reinforcing Steel, Tensile Test – No. 11 Bars & Smaller
- Structural Steel, Bend Test
- Laboratory Compaction Test Requiring Rock Correction
- Additional DSA Inspections as required
- Other services as required

RECOMMENDATION:
Approve/Ratify the amendment to the agreement with Quality Control Consultants, Inc. and CTE Inc. to provide Inspector of Record Services and In-Plant Inspection Services at an estimated additional cost of $25,000.00 with a not to exceed contract total of $127,240.00 from the building fund. Manzana Energy has agreed to reimburse the District for any fees related to these services.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** m

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$127,240.00	Building Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested: ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim Superintendent
Secretary to the Board

Construction Testing & Engineering, Inc.
Inspection | Testing | Geotechnical | Environmental & Construction Engineering | Civil Engineering | Surveying

December 14, 2017

San Ysidro School District
Attention: Pat Caro
4350 Otay Mesa Road
San Ysidro, CA 92173

Subject: Amendment to Proposal PRQ17021
San Ysidro School District Solar Shade Structure Projects

Dear Pat Caro:

Please find attached our fee schedule for Materials Testing and Inspections Services not included in proposal dated July 13, 2017 for work performed in October 2017 and any future work. These rates are for all San Ysidro School District Solar Shade Structure projects.

CTE will continue to provide services as requested and required on a time and materials basis.

We appreciate the opportunity to work with and perform these services for you.

Respectfully Submitted,

CONSTRUCTION TESTING & ENGINEERING, INC.

Reni Johnston
Accounting Manager

1441 Montiel Road, Suite 115 | Escondido, CA 92026 | Ph (760) 746-4955 | Fax (760) 746-9806 | www.cte-inc.net

Construction Testing & Engineering, Inc.
1441 Montiel Rd Ste 115, Escondido, CA 92026 Ph (760) 746-4955

6/12/2014

Schedule of Fees and Services

	Prevailing Wage Rate		
PROFESSIONAL ENGINEERING STAFF			
Principal Engineer / Geologist	$120		
Senior Engineer / Geologist / Architect	$120		
Project Engineer / Geologist / Architect	$90		
Environmental Consultant / Registered Environmental Assessor	$90		
Staff Engineer / Geologist / Architect	$90		
Footing Inspection - Engineer / Geologist	$90		
Shoring Inspection	$90		
INSPECTION SERVICES & QUALITY CONTROL			
Pile Driving Inspector / Deep Foundation Inspector	$89		
Asphaltic Paving Inspection	$89		
Mechanical / Electrical / Plumbing Inspector	$89		
Registered Special Inspector (Concrete, Masonry, Welding, Field Bolting) ←	$89		
Fireproofing Inspection	$87		
Soil Technician	$91		
Concrete Technician (ACI) ←	$89		
Roofing / Waterproofing Inspector	$89		
Roofing / Waterproofing Consultant	QUOTE		
Inspector of Record / DSA / OSHPD Inspector	QUOTE		
Quality Control Representative	QUOTE		
Submittal Reviewer	QUOTE		
QC Plan Preparation	QUOTE		
NON-DESTRUCTIVE TESTING SERVICES			
Non-Destructive Testing Inspector (Ultrasonic, magnetic particle, dye penetrate)	$88		
Metalic Surface Coatings (Paint or Itumescescent Fireproofing)	QUOTE		
Radiographic (low power portable and laboratory available)	QUOTE		
SPECIAL SERVICES:			
Vertical Coring / Sawing Operator & Equipment (**Horizontal extra**)	$91		
Floor Flatness Testing	$100		
Mobilization / Demobilization - flat rate	$100		
Reinforcing Steel Location	$91		
Anchor Pull Tests - up to 30 tons	$87		
Batch Plant Inspector	$89		
Procedure Qualification per AWS, ASME or Military Standards	QUOTE		
SUPPORT SERVICES:			
Certificate of Completion	$150		
Draftsman	$70		
Express Mail (FEDEX/UPS) (minimum)	$30		
Facsimile (each page)	$1		
File Search, re-issue of report, copies (minimum)	$60		
Pickup/Delivery (50 mile radius of CTE office)	$50		
Word Processing/Secretarial (per hour)	$65		
Sample Pick-up	$40/ Trip		
Sample Pick-up (Large)	$50 / Trip		
COURT APPEARANCE AND DEPOSITIONS:			
Principal Professional Preparation, Deposition or Testimony	$250		
Senior Professional Preparation, Deposition or Testimony	$175		
Travel & Expenses	Actual + 10%		
Evidence Storage (per month)	$50		

Construction Testing & Engineering, Inc.
1441 Montiel Rd Ste 115, Escondido, CA 92026 Ph (760) 746-4955

6/12/2014

Schedule of Fees and Services

Test Procedure	Price per Specimen	ASTM Designation	Other Method Used
SOILS			
SOILS:			
California Bearing Ratio (CBR), Includes Maximum Density Curve	$360	D 1883	---
Cement Treated Base, Laboratory Design - Soil Cement, Each Set	$435	D-558	
Cement Treated Base, Sample Fabrication (Set of Three)	$120	D-558	CTM 312
Cement Treated Base, Compression Test	$25	---	---
Chloride Content of Soil	$70	---	---
Consolidations - Per Point	$200.00 or $65.00 per	D 2435	---
Direct Shear Test	$195 to $245	D 3080	---
Expansion Index	$120	D 4829	UBC 18-2
Hydrometer Analysis	$100	D-422	---
Hydrometer Analysis with coarse & fine grade	$230	---	---
Laboratory Compaction Test (Moisture Density-Each Curve) Maximum Density	$200	D 1557	CTM 216
Laboratory Compaction Test Requiring Rock Correction	$225	D 1557 / D 4718	
Moisture Content	$40	D 2216	---
Plasticity Index / Liquid Limit/Atterburg Limits	$120	D 4318	---
Permeability Test - Constant Head			
Fine Grained Soil	$210	D-5084	---
Granular Soil	$350	D 2434	---
Other	QUOTE	D 4318	---
R - Value (Minimum 3 pts.)	$220	D-2844	CTM 301
Resistivity and pH of Soil	$150	D-4972	CTM 643
Sand Equivalent	$100	D 2419	CTM 217
Shrinkage Limit	$90	D 427	---
Sodium Sulfate Soundness (Per Size Fraction)	$70	C 88	---
Soil Classification w/ Atterburg & Gradation	$245	D 2487	---
Sulfate Content of Soil	$80	---	---
AGGREGATES:			
Absorption Test, Coarse Aggregate	$30	C 127	---
Absorption Test, Fine Aggregate	$30	C 128	---
Aggregate Conformance Testing for State of California Projects (Includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight)	$220	---	---
Clay Lumps and Friable Particles	$90	C 142	---
Cleanness Value	$80	---	CTM 227
Crushed Particles, Percent	$120	---	CTM 205
Durability Index, Coarse Aggregate	$100	D 3744	CTM 229
Durability Index, Fine Aggregate	$80	D 3744	CTM 229
Los Angeles Rattler	$160	C 131 or C 535	CTM 211
Mortar making properties of fine aggregates	$225	C 87	---
Organic Impurities in Sand	$50	C 40	---
Sieve Analysis (Gradation), Coarse Aggregate	$30	C 136	---
Sieve Analysis (Gradation), Fine Aggregate (Including Wash)	$80	C 136	---
Specific Gravity, Fine Aggregate	$60	C 128	---
Specific Gravity, Coarse Aggregate	$50	C 127	---
Unit Weight per Cubic Foot, Voids in Aggregate	$60	C 29	---

Construction Testing & Engineering, Inc.
1441 Montiel Rd Ste 115, Escondido, CA 92026 Ph (760) 746-4955

6/12/2014

Schedule of Fees and Services

Test Procedure	Price per Specimen	ASTM Designation	Other Method Used
MATERIALS			
ASPHALT CONCRETE:			
Asphalt Mix Design	Quote	Marshall & Hveem	---
Asphalt Mix Design Review	$150	---	---
Extraction, % Asphalt (Including gradation)	$150	D-6307 / C-136	CTM 310/CTM 382
Film Stripping	$65	---	CTM 302
Hveem Stability & Unit Weight	$160	D 1560 / D 1561	CTM 304, 308 & 366
Marshall Stability, Flow & Unit Weight (Three Specimens)	$160	D 1559 / D 2726	---
Maximum Theoretical Unit Weight (Rice Specific Gravity)	$90	D 2041	---
Percent Swell	$90	---	CTM 305
Unit Weight Compacted Sample or Core (Bulk Specific Gravity)	$60	D 2726	CTM 308
Unit Weight Sample Requiring Compaction	$125	D 2726	CTM 304 & 308
CONCRETE:			
Cement Testing Compression (Cubes)	QUOTE	C-109 / C-109M	---
Compression Tests, 6x12 Cylinder	$20	C 39	---
Compression Tests, Gunite/Shotcrete Panels, 3 Cut Cores per Panel (Set)	$150	C 39	---
Compression Tests, Cores (Includes Sample Preparation)	$55	C 42	---
Compression Tests, Lightweight Concrete Fill	$40	C 495	---
Concrete Flexural Test, 6x6x18	$75	C 293, C 78	---
Concrete Mix Design Review	$190	---	---
Concrete Mix Design (Hourly by Engineer)	QUOTE	---	---
Drying Shrinkage (3 Specimens-28 Days)	$200	C 157 (Mod)	---
Gunite Panel, 3 Cores	$200	C-42	---
Gunite Panel, 4 Cores	$225	C-42	---
Modulus of Elasticity, Static	$85	C 469	---
Splitting Strength Test	$80	C 496	---
Trial Batch, Includes Mix Design, Aggregate Testing & Six Compression Tests	$600	---	---
Unit Weight, Lightweight Concrete Fill	$40	C 495	---
MASONRY:			
Absorption Test, Brick, 7-Day (Per Block, 3 block minimum)	$55	C 67	---
Absorption Test, Brick, 24-Hour Submersion	$35	C 67	---
Absorption Test, Brick, 5-Hour Boiling	$50	C 67	---
Composite Prism (under 400,000 lbs.), Half Size 8 x 16 x 8	$95	E 447	UBC 21-17
Composite Prism (under 400,000 lbs.), Full Size 8 x 16 x 16	$110	E 447	UBC 21-17
Compression Test, Brick	$30	C 67	---
Compression Test, Blocks Larger Than 8x8x16	$40	C 140	---
Compression Test, Blocks Less Than or Equal to 8x8x16	$35	C 140	---
Compression Tests, Grout	$20	C 1019	UBC 21-18
Compression Tests, Mortar, 2x4 cylinder UBC	$20	C 780	UBC 21-16
Conformance Package	$400	C 90	---
Efflorescence, Block with Mortar	$40	C-90	---
Efflorescence, Block Only	$30	C-90	---
Efflorescence, Brick only	$30	C 67	---
In-Place Shear Test (per test)	$60	---	UBC 21-6
Linear Shrinkage	$100	C 426	---
Modulus of Rupture, Brick	$30	C 67	---
Moisture as Received, Brick	$25	C 67	---
Saturation Co-Efficient (Includes Absorption) Brick	$40	C 67	---
Shear Test, cores (excludes sample preparation)	$60	---	Title 24
Compression Test Cores (includes sample preparation)	$30	C 42	Title 24
Unit Weight & Absorption, Block	$40	C 140	---

Construction Testing & Engineering, Inc.
1441 Montiel Rd Ste 115, Escondido, CA 92026 Ph (760) 746-4955

6/12/2014

Schedule of Fees and Services

Test Procedure	Price per Specimen	ASTM Designation	Other Method Used
MATERIALS			
STEEL:			
High Strength Bolt, Nut & Washer Conformance (Wedge Tensile, Proof Load, Hardness)	$80	A-325	---
Mechanical Tests, Hardness Test, Rockwell ←	$50	---	---
Prestressed Steel, Tensile Test, Strand (7 wire)	$90	---	---
Reinforcing Steel, Tensile Test - No. 11 Bars & Smaller ←	$30	A 615	---
Reinforcing Steel, Tensile Test - No.14 Bars & Larger (To Min. Requir. Only)	$50	A 615	---
Mechanically Spliced Reinforcing Steel	$80	---	---
Fireproofing Density Tests	$20		
Oven Dry Method	$75	E 605	UBC 7-6
Structural Steel, Tensile Test - Up to 200,000 lbs.	$40	A 370	---
Structural Steel, Bend Test. ←	$35	---	---
Structural Steel, Pipe Flattening Test	$30	---	---
Welded Specimens, Tensile Test - No. 11 Bars & Smaller	$32	---	---
Welded Specimens, Tensile Test - No. 14 Bars (To Min. Require. Only)	$60	---	---
Welded Specimens, Tensile Test - No. 18 Bars (To Min. Require. Only)	$80	---	---
Welded Specimens, Tensile Testing - Mechanically Spliced Bar	$80	---	---
ROOFING:			
Asbestos Evaluation (per ply)	$40	---	---
Asphalt Softening Point	$150	---	---
Roofing Material Analysis, With Surfacing	$450	D 2829	---
Roofing Material Analysis, Without Surfacing	$225	D 3617	---
Roofing Tile, Absorption (set of 5)	$150	---	---
Roofing Tile, Strength Test (set of 5)	$150	---	---
WELDING CERTIFICATION			
American Welding Society (AWS D1.1)	---	---	---
Limited Thickness Plate (per position)	$200	---	---
Unlimited Thickness Plate (per position)	$230	---	---
Pipe (per position)	$230	---	---
American Welding Society (AWS D1.4)	---	---	---
Bar Sizes #3 through #9 (each)	$200	---	---
Bar Sizes #10 through #11 (each)	$230	---	---
Bar Sizes #14 through #18 (each)	$250	---	---
American Society of Mechanical Engineers (ASME)	---	---	---
Plate or Pipe Procedure Qualification (each)	$550	---	---
Plate or Pipe Welder Qualification (each)	$550	---	---
American Welding Society (AWS D1.3)	---	---	---
Light Gauge Metal (includes butt and plug weld)	$180	---	---
Procedure Qualification per AWS, ASME or Military Standards	QUOTE	---	---
Fillet Weld Test (Break and Etch Test)	$180	---	---
Fillet Weld Test Plates	$30	---	---
Ultrasonic Testing of Weld Coupons	$88	---	---
Witness time, If Required	$55	---	---

Schedule of Fees and Services

Testing Samples: A preparation charge will be added to all samples submitted to the laboratory that are not ready for testing. This preparation charge will be based on the actual time required and at the laboratory technician's rate of $50.00 per hour. There will be a 50% premium charge for "RUSH/PRIORITY" laboratory testing. This testing laboratory agrees to exercise reasonable care in obtaining, preserving, and caring, for the samples to be tested, but assumes no responsibility for damages, either direct or consequential, which arise or are alleged to arise from loss, damage or destruction of samples due to circumstances beyond this testing laboratory's control. Samples are discarded after testing unless requested otherwise in writing by the client. A per month fee is charged for retained samples.

Per Diem and Travel Expenses: Minimum $ 75.00 per day or Actual cost + 15% **(not applicable)**

Scheduling: A minimum of 24 hours notice is required to schedule personnel.

Overtime Rates: Our rates are based on a typical 8-hour work day generally between the hours of 6:30 AM & 4:30 PM M-F. A premium of 1.5 times the quoted rates for the first 4 hours and 2.0 times thereafter will be charged for work outside of these hours. However, Sundays will be billed at 2.0 times the quoted rate.

Minimum Charges: Site time plus one hour, rounded to the next whole hour may be used. A 2 hour minimum will apply for unscheduled cancellations or showups.

The following are CTE Inc. Holidays, unless Prevailing Wage Project, then approved Holidays per DIR:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Should a Holiday fall on a Saturday or Sunday the closest previous or following regular work day shall be considered the holiday.

Mileage: Mileage will be charged at $0.40 per mile for services outside a 40 mile radius of this office.

Outside Services/Subcontractors: Cost plus 10% will be charged for any work not directly performed by CTE Inc.or for any materials procured.

Rate Increases: CTE will increase rates every July, matching prevailing wages annual increase.

Standard Terms: The attached standard terms and conditions are also considered a part of this agreement .

The **Fee Schedule contains only the basic services performed by this office and is not a complete listing. Do not hesitate to call for a quotation or proposal if your service needs are not listed herein.**

Accepted this_____day of _____, 2___

_____ _____

Authorized Signature **Title**

_____

Print Name & Company

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: January 25, 2018

FROM: Mary L. Willis, Ed.D.
Interim Superintendent

SCHOOL/DEPARTMENT
Business Services and District Operations
Peter Wong, Interim Chief Business Official

AGENDA ITEM: AGREEMENT WITH BWE ENGINEERS

BACKGROUND INFORMATION:
Due to the increased population and new residential development taking place in the Ocean View community, the student enrollment at Ocean View Hills and Vista Del Mar Schools is being impacted. Administration is being proactive and has began the process to find ways to house the new students that will be created by this new residential development. Portable classrooms are being considered as the best and more cost efficient option.

In order to confirm compliance with DSA requirements for accessible path of travel on each campus, updated topographic survey work is needed. To facilitate this work and prevent any unnecessary delays, the District would like to retain the services of BWE Engineers to provide the required site surveys. The proposed area of survey of Ocean View Hills School may change based on the District's direction to place the portable buildings on a different location on the school site. The computed surveys will be critical for DSA submittal and approval. The estimated cost implications for services are:

- Ocean View Hills School $4,895.00
- Vista Del Mar Middle School $5,600.00

RECOMMENDATION:
Approve the Agreement with BWE Engineers for topographic surveys related to the portable buildings installation projects at Ocean View Hills School and Vista Del Mar Middle School at an estimated amount of $10,495.00 from the Developer Fees fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** m

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

ESTIMATE $10,495.00 (Amount)

Developer Fees (Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Mary L. Willis

Mary L. Willis, Ed.D., Interim 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 27th day of January, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

BWE ENGINEERS
Company/Consultant

(619) 299-5550
Telephone Number

9449 Balboa Avenue, Suite 270, San Diego, CA 92123
Address

www.bwesd.com

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 ***Exhibit "B"*** 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: January 26, 2018 To: June 30, 2018

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.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit "A"*** and ***Exhibit "B"*** 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 RESPONSIBLIITIES 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

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

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

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

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

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

Coverage shall be at least as broad as:

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

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

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

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.

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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	**BWE ENGINEERING**
Name:	
Title:	
Address:	
City/State/Zip Code:	
Telephone:	
Email:	

DISTRICT:	**San Ysidro School District**	
Name:	Peter Wong	
Title:	Interim Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	Peter.wong@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**
BWE Engineering	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Peter Wong, Interim Chief Business Official
Print Name, Title	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 ECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

BWE

EXHIBIT A

STRUCTURAL ENGINEERING • CIVIL ENGINEERING • SURVEYING • LAND PLANNING

January 23, 2018

BNds Project # 18001-00
Project Name:
Ocean View Elementary
Portable Classrooms

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Project: Ocean View Hills School

We are pleased to submit our proposal for Ocean View Hills School in San Ysidro. Our scope of work and fees are outlined below:

Surveying

Topographic Survey – The following will prepared as part of the Schematic Design package:

1. Research record public utilities and franchise utilities.
2. Review District provided on-site utility drawings.
3. Field surveying services to survey the on-site existing conditions within the red area shown.
4. Office drafting services to draft the above field work and plot the record utilities.
5. Final deliverables shall include a signed and sealed PDF of the Topographic Survey and an AutoCAD File for design purposes.

Total Topographic Survey Fee: $4,895

Thank you for this opportunity to submit our proposal. We look forward to working with you.

Sincerely,
BWE, Inc.

Casey R. Lynch, P.L.S.
Principal
CL:gld

9449 Balboa Avenue • Suite 270 • San Diego • CA • 92123
P 619 299 5550 • F 619 299 9934 • www.bwesd.com

BWE

EXHIBIT B

STRUCTURAL ENGINEERING • CIVIL ENGINEERING • SURVEYING • LAND PLANNING

January 23, 2018

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Project: Vista Del Mar School

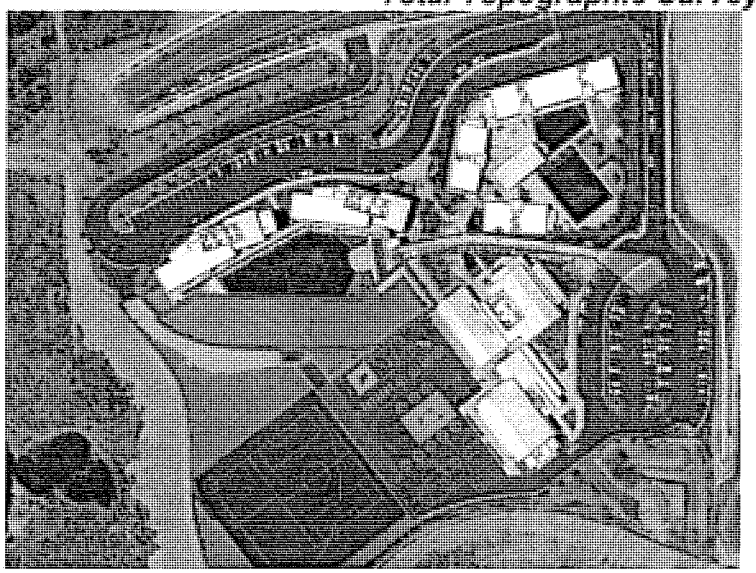
We are pleased to submit our proposal for Vista Del Mar School in San Ysidro. Our scope of work and fees are outlined below:

Surveying

Topographic Survey: Provide a topographic survey of the areas outlined and highlighted below.

1. Research record public utilities and franchise utilities.
2. Review District provided on-site utility drawings.
3. Field surveying services to survey the on-site existing conditions within the red area shown.
4. Office drafting services to draft the above field work and plot the record utilities.
5. Final deliverables shall include a signed and sealed PDF of the Topographic Survey and an AutoCAD File for design purposes.

Total Topographic Survey Fee: $5,600



Thank you for this opportunity to submit our proposal. We look forward to working with you.

Sincerely,
BWE, Inc.

Casey R. Lynch, P.L.S.
Principal
CL:gld

9449 Balboa Avenue • Suite 270 • San Diego • CA • 92123
P 619 299 5550 • F 619 299 9934 • www.bwesd.com