

San Ysidro School District Governing Board

AGENDA

Thursday
February 23, 2017
5:00 p.m.

WELCOME

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

Education Center
4350 Otay Mesa Road
San Ysidro

GENERAL
ADMINISTRATION

SAN YSIDRO SCHOOL DISTRICT
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, JANUARY 26, 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, January 26, 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 the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

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

2. **ROLL CALL** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Rodolfo Linares, Clerk
Mr. Marcos A. Diaz, Member
Mr. Antonio Martinez, Member

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

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

4. **GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:03 p.m. in accordance with section 54954.5 regarding:**
 - 4.1 **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:**
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) and (e)(1): 1 case

 - 4.2 **GOVERNMENT CODE SECTION 54957.6**
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Julio Fonseca, Ed.D., Superintendent and Jose Arturo Sanchez-Macias, Deputy Superintendent
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154

Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:03 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took no action in Closed Session.

5. **CALL TO ORDER** Who: President Pallasigue Time: 6:03 p.m.

6. **ROLL CALL** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

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

7. **FLAG SALUTE** by Julio Fonseca, Ed.D, Superintendent & Secretary to the Board

8. **CONFERENCE SESSION**
Reports/Presentations

- 8.1 Smythe School Recognition
- 8.2 Vista Del Mar School Recognition
- 8.3 District Logo Update
- 8.4 Reconfiguration Update
- 8.5 Master Schedule Update (Middle Schools)
- 8.6 PARS

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

Luz Contreras, Parent, 1) Commented that she is the former PTA President and volunteer at Smythe School. 2) Shared concerns about a volunteer. 3) Mentioned that the volunteer defies rules repeatedly and brings false accusations and defamation to her, other volunteers and Smythe staff to the point where staff has been removed from their positions. 4) Commented that no parent is willing to volunteer until this person is no longer there. 5) Asked the Board and administration why has nothing been done.

Olga Espinoza, Parent, 1) Commented that she is discontent and upset with the San Ysidro School District. 2) Mentioned that her son was bullied and drank water from a urinal. She tried to contact the safety director and other District employees and no one was available. 3) Commented that an employee told her, while her son was present, not to worry about other children and to worry about her son’s low self-esteem. 4) Mentioned that there have been other incidents involving her son being bullied. It’s not the first time. 5) Commented that she went to the District and spoke to staff and was told they will start an investigation. 6) Mentioned that Smythe School needs more supervision and the restrooms should be secured. 7) Asked the Board to spend money on the safety of children and to hire more supervisors for the children.

Rosario Guzman, Noon Supervisor, 1) Chose not to make comments.

10.1

Zenaida Rosario, Teacher, 1) Thanked the Board for allowing teachers to attend the Dual Language

conference. 2) Shared a letter about Dual Language concerns that she sent administrators. 3) Asked the Board to reconsider the phasing out of Dual Language and allow teachers to begin a Kinder program at all school sites. 4) Mentioned that she is representing Smythe teachers and parents.

Corina Duran Elizarraras, Parent, 1) Asked the Board to consider not fading out the Dual Language Program and not to take this opportunity from our kids. 2) Commented that she would like the Board to be transparent.

Diana Ochoa, Parent, 1) Shared information with the Board about the benefits the Dual Language Program brought to her family. 2) Mentioned that her second grade son will be fully bilingual thanks to the Dual Language Program and excellent teachers. 3) Commented that her other son is fully bilingual and will be a music teacher in the community. 4) Reiterated her commitment to support whatever is necessary to protect and motivate our children to be successful in both languages. 5) Mentioned that with Proposition 58, we can provide these services. Gave the Board signatures she collected from parents. 6) Commented that we want Chayito back at our school.

Carmen Ordoñez, Parent, 1) Commented that in the fall of 2015, her son had an incident with a District employee who violated his rights. 2) Commented that Mrs. Saponara has been supportive and helped her resolve the problem. 3) Mentioned that in October 2016, the employee was removed to another school. 4) Commented that in November 2016, a person with no knowledge about the truth spoke against her at a Board meeting and her name was slandered. 5) Mentioned that in January 2017, the Smythe School Principal called her into his office and discussed the problem about the employee returning as a volunteer in front of an uninvited person without her permission and also discussed her two day a week volunteer schedule. 6) Mentioned that she is in the process of filing a formal complaint against the principal for violating both her and her son's rights and if the problem is not resolved according to the October 2016 agreement, she will proceed to file charges against the District. 7) Invited the Board to meet with her son to discuss the situation.

Mary Ann Saponara, Former Administrator, 1) Commented that she represents Carmen Ordoñez and her son whose rights were violated, and members of the community. 2) Mentioned that this should have been handled by a former District employee in October of 2015. She spoke to Dr. Fonseca and was appreciative of speaking with Mr. Macias and thought the problem was resolved and it wasn't. 3) Commented that she would like to have this problem resolved peacefully and agrees with Dr. Fonseca to have an investigation by a nonpartisan investigative group. 4) Commented that she reported that Smythe School needs to be restructured. 5) Mentioned that she will gladly share the information in closed session. 6) Commented that with the new administration, she would not like to see any political strategies that don't involve students. Sanctuary city has no life in this District.

Olga Espinoza, Parent, 1) Shared concerns about her cousin Carmen being told that she could only volunteer for two days because of a removed employee who wants to return and volunteer. 2) Mentioned that safety and security is an issue. 3) Commented that she will support anything to stop favoritism with certain groups in schools. 4) Mentioned that parents' right are being violated and they feel discouraged to be at school.

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.** **Page 3 of 13**

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

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Clerk Linares, 1) Commented that Project Lead the Way is a very good program but based on the information he received at the conference, he believes that we are not ready yet. 2) Mentioned that until we have the science problem resolved and we finish with the reconfiguration, it will be a great program that will give our students the opportunity to succeed. 3) Commented that the main problem we have is English learners. We have excellent teachers but not a functioning program. 4) Mentioned that if we concentrate on that, and have one District-wide program with collaboration from everyone, our scores will rise because we have good teachers and students.

Member Diaz, 1) Thanked everyone for putting the Board meeting together. 2) Mentioned that the Board's goal is to educate the students and prepare them for high school. Commented that fifty-percent of our students are without a high school diploma. 3) Thanked the students that made it through college and come back to give to the community. Mentioned that they are a minority. 4) Commented that we cannot lose the Spanish because we live in a border town but our goal as a District is to get the students to high school writing properly and proficient in English. 5) Mentioned that his personal goal is to give students the opportunity to attend college. 6) Commented that he was saddened that we didn't show the Inauguration of the President District-wide because it's history. Commented that we should not play politics in the classroom. 7) Thanked Dr. Fonseca for moving on a possible investigation for the PTAs.

Member Martinez, 1) Thanked Dell for everything he does. 2) Commented that he grew up in San Ysidro and was raised by his grandmother. She raised him to treat people with dignity and respect.

3) Commented that he is proud of Dr. Fonseca for taking a stand and saying our schools will be safe havens for families. It doesn't matter what color or religion they are, that we all protect them as human beings independent of politics. 4) Mentioned that he is going to vote one hundred percent when that resolution comes. He is not afraid to say every student deserves to be treated with dignity, love and respect. 5) Requested a presentation and timeline on the status of the Solar Panels and an explanation on what we will do with the Beyer site with input from the community. 6) Commented that he loves Mrs. Rosario's passion and agrees with her whole heartedly.

President Pallasigue, 1) Commented that there is a need for reassurance and appreciates Dr. Fonseca's email because she feels it was in the spirit of reassurance. 2) Mentioned that we all have fears but our fears might seem minor. We are not afraid of being pulled out of where we live and sent away and our children being robbed of a safe education. 3) Mentioned that there is nothing wrong with reassurance and sometimes the climate calls for it. 4) Commented that we need to set a new precedence and benchmark on the bullying policy and make it stronger. 5) Mentioned Mrs. Rosario and her efforts and wants a better understanding on where and how we are deficient. 6) Commented that the Board asked Dr. Fonseca to put some workshops together to educate the Board in order to make informed decisions. 7) Mentioned that she has the upmost respect for school visitations and the treatment of staff members. 8) Commented that when staff feels threatened and if they feel their livelihood is in jeopardy, it doesn't create a good working environment. Wants to visit how we as Board members approach staff because we are here to serve, not the other way around. 9) Mentioned that she is excited about the electives. 10) Commented that there is a long way to go and with everyone's guidance and input, we can get there. 11) Mentioned that we have been looking into the Code of Conduct for volunteers.

Vice-President Lopez, 1) Commented that she attended Career Day at Ocean View Hills School and it brought a lot of good memories. 2) Mentioned that there are a lot of good things in San Ysidro and a lot of good staff. 3) Commented that she knows we've been through a lot but it gives her strength in knowing we can work together. 4) Mentioned that she sees good things coming to the community, students and staff. 5) Commented that Zenaida Rosario was a student of Jaime Escalante and she was

portrayed in the movie Stand and Deliver. This is special and she would like to see Ms. Rosario visit our sixth graders and share her story. 6) Thanked Dr. Fonseca for the letter he sent parents. 7) Mentioned that parents need to know that this District respects them no matter what race or color they are and we are here for the children and parents. 8) Mentioned that she knows there are a lot of differences but we need to sit, talk and understand each other. 9) Commented that we all love San Ysidro and we are going to grow and become number one in the state. 10) Mentioned that it's important to send staff to workshops and bring back information to share.

Dr. Fonseca, Superintendent, 1) Commented that it saddens him to hear parents discuss their displeasure with all of the great things that have been done in a year and a half since our team has been here. 2) Mentioned that we will respond appropriately to every single comment and complaint. We need accurate information from all parties when we are having these discussions. 3) Commented that we are headed in the right direction with test scores, construction and operations of our District. He is proud of the Board's leadership and work that has been done for the children of our community. 4) Commented that with the Board's direction, he will recommend hot topic items for their study sessions such as EL, Instructional Design, Renovation Projects and Special Education. 5) Shared information from data he pulled on the number of reports for bullying and fights. Commented that this is data and there must be some issue if parents are seeing more. 6) Mentioned that he recommends to get tougher with the bullying policy and make recommendations to suspend and expel when we have repeated offenders as defined by law. 7) Commented that our responsibility is to educate the children and when volunteers can't get along and it's disrupting the school environment, we need to step in and give them limits to continue to help. 8) Mentioned that the investigation will take place. 9) Commented that there is an issue at La Mirada that is concerning as it relates to the water situation. We will be sending a letter and be fully transparent. Stated that we did everything above and beyond the call of what the state required. 10) Mentioned that we continue to discuss options with the limited amount of resources we have for the Beyer site that will be presented to the Board and community. 11) Commented that his intent in sending the communication was to inform the community that we have an obligation and a moral right to protect the kids that are here and those that want to make a better life here.

The Board recessed at 8:39 p.m. and reconvened at 8:58 p.m.

11. GENERAL ADMINISTRATION

A. MINUTES

Approve the minutes of the Organizational Board Meeting of December 14, 2016. - *Pulled*

Clerk Linares requested a correction on Item 5.C and incorporate as a reference Items 5.A and 5.B.

Motion: Martinez Second: Lopez Vote: 5 Noes

B. REVISED 2017 GOVERNING BOARD MEETING SCHEDULE

The Board approved the revised 2017 Governing Board Meeting Schedule to include an additional regular Board meeting on February 23, 2017. The Board meeting will be held at the Education Center at 5:00 p.m.

Motion: Diaz Second: Martinez Vote: Unanimous

C. SECOND READING AND ADOPTION OF BOARD BYLAW 9271 (A-B) SCHOOL BOARD CODE OF ETHICS AND BOARD BYLAW 9271.1 (A-C) BOARD OF ETHICS

The Board approved second reading and adoption of Board Bylaw 9271 (a-b) School Board Code of Ethics and Board Bylaw 9271.1 (a-c) Board of Ethics.

Motion: Pallasigue Second: Lopez Vote: Unanimous

D. SECOND READING AND ADOPTION OF BOARD POLICY 1251 (A-B) BOARD MEMBER VISITS TO SCHOOLS

The Board approved second reading of Board Policy 1251 (a-b) Board Member Visits to Schools with amendments for a third reading to include limits on discussions with staff and censure.

Motion: Diaz Second: Lopez Vote: Unanimous

E. RESOLUTION NO. 16/17-3105

The Board approved and adopted Resolution No. 16/17-3105 to offer a supplementary retirement plan to eligible employees.

Motion: Diaz Second: Lopez Vote: Unanimous

F. BOARD POLICY 5131.2 (a-f) STUDENT - BULLYING

Discussion only.

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Consent Calendar Item *P - Agreement with San Diego Assistive Technology Center – Changed to Agreement with United Cerebral Palsy of San Diego County
Approve the agreement with United Cerebral Palsy of San Diego County to provide an independent assistive technology evaluation for a special education student at a cost not to exceed \$500.00 from the Special Education fund.
- 2) Pulled Consent Calendar Item *A for discussion and to be voted on separately.

Motion: Martinez Second: Lopez Vote: Unanimous

CURRICULUM & INSTRUCTION

***A. APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2016-17**

The Board approved the publication of the School Accountability Report Cards for our seven schools for the school year 2016-17. (SARC Under Separate Cover)

Motion: Martinez Second: Diaz Vote: Unanimous

***B STAFF DEVELOPMENT**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Scott Lovelace, Eugenia Martinez, Victor Guzman	Civilian Response to Active Shooting Training	Chula Vista	January 9, 2017	\$0	No Cost
Scott Lovelace, Janette Ridgels	Responding to Student Threats of Violence Training	SDCOE	January 19, 2017	\$110.00	General and Special Education Funds
Pamela Lambert	Smarter Lunchroom Training	Sacramento	January 23, 2017	\$0	All expenses paid by Grant Award
Preschool Staff (TBD)	Teaching Pyramid Leadership Training	SDCOE	January 23, 2017	\$300.00	Preschool & Child Development (QPI)
Lorena Varela-R., Nancy Serrano	Navigating the Interface of Title 5 and Title 22 Regulations	Los Angeles	January 24, 2017	\$500.00	Preschool & Child Development (QPI)

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Rodolfo Linares	2017 Project Lead The Way Conference	Riverside	January 24-25, 2017	\$1,500.00	General Fund
Marisela Lozano, Jennifer Cuestas, Josefina Villegas, Marjorie Palacios, Harmeet Agroia	Assistive Technology Training	SCREC	February 6-7, 2017	\$0	No Cost
Melissa Brown, Miranda Olea, Jessica Robles, Mary Tucker	English Language Proficiency Assessment for California (ELPAC) Field Test Administration and Scoring Training	San Diego	February 7, 2017	\$175.00	General Fund
Arely Ames	2017 California Association for Health, Physical Education, Recreation and Dance (CAHPERD) Conference	San Diego	February 24-25, 2017	\$350.00	General Fund
Maria Preciado, Roberto Carrillo	2017 California Association of Directors of Activities (CADA) Convention	San Diego	March 1-4, 2017	\$800.00	ASB Funds
Janette Ridgels, Rick Quintana, Denisse Villezcas, Martha Murillo	Special Education Symposium	Carlsbad	March 3, 2017	\$720.00	Special Education Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Christian Cali, Maricela Cali, Maria Rabe-Paul, Aleyda Santoyo, Estella Pena	Evidence-Based Practices for Students with Moderate-Severe Autism Spectrum Disorder Training	SCREC	March 9, 2017	\$715.00	Special Education Fund
Janette Ridgels, Joel Tapia, Luis Ramos, Roberto Carrillo, Manuel Bojorquez, Lorena Varela-R., Efrain Burciaga, Nadia Aviles, Maria Rodriguez, Marlo Vasquez, Catalina Jauregui, Consuelo Carranza, Erika Meza	Key Issues in Special Education: What Principals Need to Know	SCREC	March 14, 2017	\$0	No Cost
Julio Fonseca, Arturo Sanchez M.	North American Association of Educational Negotiators Conference	Florida	March 12-15, 2017	\$7,000.00	General Fund

BUSINESS

***C PURCHASING REPORT**

The Board approved/ratified the following purchase orders incurred by the District during the period of December 2, 2016 through January 17, 2017. (Report #6):

- General Fund: 0000001148-0000001149, 0000001151-0000001159, 0000001162-0000001168, 0000001170, 0000001173-0000001180, 0000001183-0000001186, 0000001192-0000001204, 0000001207-0000001218, 0000001221-0000001223, 0000001225-0000001233- 0000001235-0000001240, 0000001242-0000001248, 0000001251-0000001258, 0000001260-0000001262
- Child Development Fund: 0000001259
- Cafeteria Fund: 0000001160-0000001161, 0000001191, 0000001219-0000001220, 0000001249-0000001250
- Building Fund: 0000001167, 0000001172, 0000001181, 0000001214-0000001215
- Capital Facilities Fund: 0000001150
- Capital Projects Fund: 0000001206

***D EXPENDITURE REPORT**

The Board approved/ratified expenditures incurred by the District during the period of November 30, 2016 through January 18, 2017. Listing sheets #950 through #971. Payments were made with 10.1 checks #14-192440 through #14-209864 for a total expenditure of \$4,191,134.15

- *E ACCEPTANCE OF DONATIONS**
The Board accepted donations valued at \$2,845.00 to help support and enrich our educational programs.
- *F SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAM'S LAWSUIT RELATED ISSUES FOR SCHOOL YEAR 2016-17**
The Board accepted the Report of William's Complaints for the second quarter, from October 1, 2016 to December 31, 2016 of the 2016-2017 school year for submission to the San Diego County Office of Education.
- *G DONATION OF FOOD ITEMS**
The Board approved the donation of food items valued at an estimated \$284.00.
- *H AGREEMENT WITH FOTOGRAFIA Y VIDEO**
The Board approved/ratified the agreement with Fotografia y Video for photography services from December 15, 2016 to June 30, 2017 at a cost not to exceed \$2,500.00 from the general fund.
- *I AGREEMENT WITH CRIMSON CENTER FOR SPEECH-LANGUAGE PATHOLOGY, INC.**
The Board approved/ratified the agreement with Crimson Center for Speech-Language Pathology, Inc. for school year 2016-2017 at an estimated total cost of \$3,000.00 from the Special Education fund.
- *J AGREEMENT WITH MARJORIE BLOCK FOR INDEPENDENT OCCUPATIONAL THERAPY ASSESSMENT**
The Board approved/ratified the agreement with Ms. Marjorie Block to provide independent occupational therapy evaluation for 2016-2017 school year at an estimated cost not to exceed \$1,100.00 from the Special Education fund.
- *K AGREEMENT WITH BRAIN LEARNING PSYCHOLOGICAL CORPORATION**
The Board approved/ratified the agreement with Brain Learning Psychological Corporation, to provide independent evaluations for the 2016-2017 school year at a cost not to exceed \$7,445.00 from the Special Education fund.
- *L AGREEMENT WITH CHILDREN'S OT SERVICES, INC.**
The Board approved/ratified the agreement with Children's OT Services, Inc. to provide independent occupational therapy evaluation for a special education student during 2016-2017 school year at an amount not to exceed \$1,000.00 from the Special Education fund.
- *M MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY OFFICE OF EDUCATION**
The Board approved the Memorandum of Understanding with the San Diego County Office of Education to provide staff development and coaching to Special Education teachers at a cost not to exceed \$3,000.00 from Special Education fund.

***N MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR MIGRANT EDUCATION PROGRAM**

The Board approved/ratified the Memorandum of Understanding with the San Diego County Office of Education for the Migrant Education Program during school year 2016-2017 at no cost to the District.

***O AGREEMENT WITH VECTORUSA FOR INFORMATION SECURITY CONSULTING SERVICES**

The Board approved/ratified the agreement with VectorUSA for Information Security Consulting Services at a cost not to exceed \$9,316.00 from the general fund.

***P AGREEMENT WITH UNITED CEREBRAL PALSY OF SAN DIEGO COUNTY**

The Board approved the agreement with United Cerebral Palsy of San Diego County to provide an independent assistive technology evaluation for a special education student at a cost not to exceed \$500.00 from the Special Education fund.

***Q SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH PIONEER-HEALTHCARE SERVICES, LLC**

The Board approved the San Diego County Nonpublic Master Contract with Pioneer-Healthcare Services, LLC for school year 2016-2017 at an estimated total cost of \$46,800.00 from the Special Education funds.

***R MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL FOR TITLE I FUNDING AND SERVICES**

The Board approved/ratified the Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2016-2017 school year at a cost not to exceed \$4,184.00.

***S MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL FOR TITLE III FUNDING AND SERVICES**

The Board approved/ratified the Memorandum of Understanding with Our Lady of Mount Carmel School for Title III funds and services for the 2016-2017 school year at a cost not to exceed \$1,289.00.

***T 2016 NATIONAL SCHOOL LUNCH PROGRAM EQUIPMENT ASSISTANCE GRANT**

The Board accepted the 2016 National School Lunch Program Equipment Assistance Grant in the amount of \$88,000.00 for Nutrition Services.

PERSONNEL – CLASSIFIED

***U EMPLOYMENT**

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

- 1.1 Instructional Aide (p/t): Audrey Valvekens, effective February 1, 2017
- 1.2 Substitute Instructional Aides: Claudia Castillo, Robert Haskell, Jasmin Hernandez, Rosario Montes de Oca, Elisa Mora and Christina Villarino Pacheco, effective February 1, 2017

***V LEAVE OF ABSENCE**

The Board approved/ratified the leave of absence without pay for the following as recommended by staff:

- 2.1 Bus Driver: Jasmin Lopez from January 30, 2017 to July 30, 2017

***W RESIGNATION**

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

- 3.1 Substitute Clerk: Jacquelyn Rodriguez, effective December 16, 2016

PERSONNEL – CERTIFICATED

***X EMPLOYMENT**

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

- 4.1 Intervention Support Teachers (p/t): Cynthia Muñiz and Monica Porter, Intervention Support Teacher (3.25hrs), effective February 1, 2017
- 4.2 Substitute Teachers: Ofelia Alvarado, James Anderson, Anna Briceno, Alicia Castro, Kristina Hereford-Watkins, Maiko Lizarraga, Jorge Macfarland, Karla Meraz, Silvia Oliveros, Crystal Perez, Nayelli Sanchez, Milo Shapiro and Aaron Thompson, effective February 1, 2017

***Y RESIGNATION**

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

- 5.1 Teacher: Emmanuel Javier, effective February 2, 2017

PERSONNEL – MANAGEMENT

***Z RECRUITMENT**

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

- 6.1 Program Specialist

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

January 26, 2017

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13. ADJOURNMENT Time: 10:16 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AUDIT REPORT 2015-16 FISCAL YEAR

BACKGROUND INFORMATION:

Each year, public school districts are required to have an audit of their financial statements conducted by an outside CPA firm. The State provides guidance to firms on what must be audited through an Audit Guide and these guidelines can change each year. The District contracted with Wilkinson, Hadley King & Co, LLP to perform the audit for the 2015-16 fiscal year.

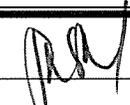
Along with verification of reported revenues, expenditures, and changes to fund balance, the audit also includes an analysis of the District's internal control procedures. The results of this analysis are reported in the Findings & Recommendations section of the report and require action on the part of the District to correct. The District is submitting the 2015-16 Audit Report for Governing Board review and approval. A copy of the audit report will also be available on the District's website.

AUDIT REPORT UNDER SEPARATE COVER

RECOMMENDATION:

Approve the Audit Report for the 2015-16 fiscal year.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

CURRICULUM

&

INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: 24TH ANNUAL ADELANTE MUJER CONFERENCE

BACKGROUND INFORMATION:

The Adelante Mujer Conference is presented annually to expose, motivate and empower female youth to achieve in school and learn about professional career options available to them through career workshops provided by professional women. Keynote speakers provide introductory speeches which are practical and inspirational. Workshops will focus on law, business, media, engineering and medicine, in addition to a variety of other career and social development topics.

Students in grades 6th – 8th and their parents/guardians from all of our schools will attend the Adelante Mujer Conference on Saturday March 4, 2017 at Eastlake Middle School.

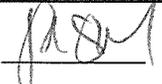
Estimated cost implications:

- 250 Participants (125 female students and 125 mothers/guardians): \$15 per participant/registration fee x 250 = \$3,750.00
- 3 chaperones (*one from each school*) – up to 8 hours per certificated staff member at \$40 per hour = \$1,100.00
- Transportation Services: \$1,100.00 for bus transportation to and from our schools to Eastlake Middle School.

RECOMMENDATION:

Approve the attendance/registration and transportation costs for up to 125 female 6th to 8th grade students and their mothers/guardians to attend the 24th Annual Adelante Mujer Conference on Saturday, March 4, 2017 at Eastlake Middle School at a cost not to exceed \$5,950.00 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

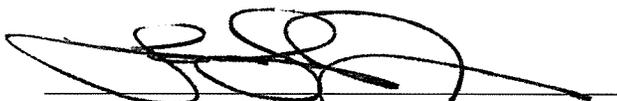
\$5,950.00
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: ESSA AND PRIVATE SCHOOLS WORKSHOP

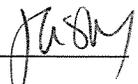
BACKGROUND INFORMATION:

The Every Student Succeeds Act (ESSA) has ushered changes to the Equitable Services for Private Schools provisions.

The ESSA and Private Schools workshop is for State and Federal District leaders responsible in meeting Federal requirements for eligible students, teachers and parents. Participants will receive updates to the requirements, including the focus on timely consultation.

RECOMMENDATION:

Approve the attendance and participation of Kelli Hay and Manuela Colom to the ESSA and Private Schools workshop to be held at the San Diego County Office of Education on March 2, 2017 at no cost to the District.

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: 
Financial Implications?	Are funds for this item available in the 2016-2017 Budget?				Requisition #
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="text"/>
<input type="text" value="N/A"/> (Amount)	<input type="text"/>				<input type="text" value="--"/> (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: 14TH ANNUAL EARLY YEARS CONFERENCE: DUAL LANGUAGE DEVELOPMENT & CULTURAL COMPETENCE IN EARLY EDUCATION

BACKGROUND INFORMATION:

The 14th 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. Participants will have workshops related to dual language development and cultural competence in early education. 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, March 10, 2017 or Saturday, March 11, 2017.

RECOMMENDATION:

Approve the attendance of fourteen preschool staff members (see attached list) to the 14th Annual Early Years Conference to be held at the San Diego County Office of Education on either March 10, 2017 or March 11, 2017 at a cost not to exceed \$1,125.00 from the Preschool & Child Development and QPI funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: jashy
Requisition #

Financial Implications?

Yes No

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

Yes No

\$1,125.00
(Amount)

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

1200-9024000-0001-1000-5200003-076
1200-9024000-8500-2100-5200003-076
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

Early Years Conference
Friday, March 10, 2017

1. Lorena Varela-Reed
2. Nancy Serrano

Early Years Conference
Saturday, March 11, 2017

1. Maribel Martinez
2. Eva Duarte
3. Mara Nacu
4. Sandra Ferguson
5. Matilde Diaz
6. Ernestina Lopez
7. Maria Cabrera
8. Ana Sepulveda
9. Meliza Rubio
10. Victoria Boone
11. Cecilia Cruz
12. Audrey Valvekens

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: TRAUMA-INFORMED PRACTICES FOR SCHOOLS (TIPS) TRAINING OF TRAINERS

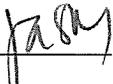
BACKGROUND INFORMATION:

Participants will receive the Trauma-informed Practices for Schools (TIPS) training, including information about the Adverse Childhood Experiences (ACES) study and how it relates to life-long impacts for students impacted by trauma. They will also gain greater understanding of the physiological impacts of trauma on the brain and impacts on student behaviors and ability to learn. It also includes understanding the research-based information on the lifelong impacts of trauma if left untreated and why it's important to create trauma sensitive learning environments. And lastly, it will explore techniques for training on TIPS and develop strategies for its use in their schools.

RECOMMENDATION:

Approve the participation of Rick Quintana, Denise Villezcas, Martha Murillo, Rebeca Ackerman and Miguel Aguilera, Lupita Garcia, Sylvia Armenta and Dalia Gonzalez-Garcia to the Trauma-Informed Practices for Schools (TIPS) Training of Trainers scheduled for March 17, 2017 at the San Diego County Office of Education, at a cost not to exceed \$280.00 from the Special Education fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition # from PeopleSoft:

Yes No

Yes No

\$280.00

(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:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Nutrition Services
Paloma Perez, Assistant Director

AGENDA ITEM: PROCUREMENT IN THE 21ST CENTURY TRAINING

BACKGROUND INFORMATION:

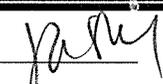
This training provides general concepts about the procurement of goods, products, and services for school nutrition programs. Participants will identify key factors for implementing a fair, open, and cost-effective procurement system that supports compliance with Federal, State, and local policies. Major topic categories are:

- Procurement principles
- Competitive purchasing
- Solicitation for goods, products, and services
- Contracts
- Cooperative purchasing groups

RECOMMENDATION:

Approve the attendance of Paloma Perez, Assistant Director of Nutrition Services, to the Procurement in the 21st Century Training to be held on March 30-31, 2017 at the San Diego County Office of Education at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

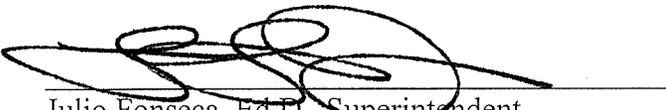
N/A
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services,
Manuela Colom, Executive Director

AGENDA ITEM: LCAP STAKEHOLDER ENGAGEMENT WORKSHOP

BACKGROUND INFORMATION:

The San Diego County Office of Education, Student Support Services and the Foster Youth Services Coordinating Program (FYSCP) are hosting the 4th consecutive LCAP Stakeholder Engagement Workshop, where districts can gain valuable insights to inform their LCAP development.

While school districts have increasing responsibility and accountability for students in foster care, access to the appropriate stakeholders and mechanisms to elicit their input can be difficult. This workshop will provide a one stop option for gaining the input that is required in the LCAP process and that is valuable to understanding and meeting the needs of students in foster care.

RECOMMENDATION:

Approve the attendance and participation of Kelli Hay, Manuela Colom and Veronica Medina to the LCAP Stakeholder Engagement workshop to be held at the San Diego County Office of Education on April 10, 2017 at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: *pas*

Financial Implications?

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

Requisition #

Yes No

Yes No

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: 2017 FOSTER YOUTH EDUCATION SUMMIT

BACKGROUND INFORMATION:

The 9th California Foster Youth Education Summit will include discussions, presenters, and workshops detailing best practice ideas on data, evaluation and technical assistance that move the Local Control Funding Formula (LCFF) forward. The leap forward brings with it the need to focus on how school districts and stakeholders can use data, evaluation, and technical assistance to inform in a cycle of continuous improvement that will close the achievement gap for students in foster care.

Topics will include:

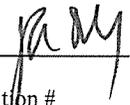
- Best uses of new foster youth data in CALPADS
- Leveraging data and evaluation to improve Local Control Accountability Plans for foster youth
- Using data and evaluation to inform day-to-day practice
- Evaluation as advocacy
- New opportunities for technical assistance networks
- Engaging foster youth and community partners in evaluation, planning, and program design

Cost implications include registration fees, lodging, flight and meals.

RECOMMENDATION:

Approve the attendance and participation of Kelli Hay and Veronica Medina to the 2017 Foster Youth Education Summit, which will take place in Sacramento, CA on April 18 and 19, 2017 at an estimated cost of \$2,500.00 from the supplemental and concentration fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

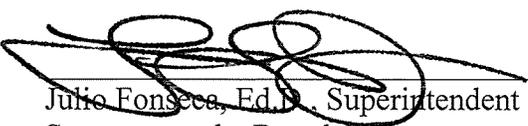
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Child Nutrition
Paloma Perez, Assistant Director

AGENDA ITEM: DIRECT CERTIFICATION TRAINING

BACKGROUND INFORMATION:

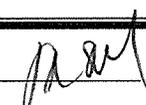
The Direct Certification (DC) training will provide guidance and resources necessary for program operators to implement and administer an effective DC process. Major topic categories are:

- DC Basics
- DC and The California Longitudinal Pupil Achievement Data System (CALPADS)
- DC Best Practices
- Verification Reporting
- DC and the Community Eligibility Provision (CEP)
- DC with Medi-Cal

RECOMMENDATION:

Approve the attendance of Paloma Perez, Assistant Director of Nutrition Services to the Direct Certification Training to be held on April 20, 2017 in Escondido, CA at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

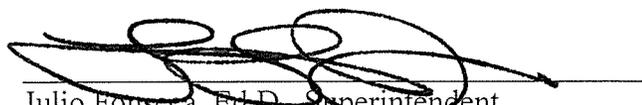
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Nutrition Services
Paloma Perez, Assistant Director

AGENDA ITEM: GOODFOOD SHOWCASE EVENT

BACKGROUND INFORMATION:

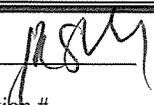
The Nutrition Services Department partnered with Community Health Improvement Partners hosting the 4th Annual Good Food Showcase held on Friday, December 2, 2016 from 1:00pm-4:00pm at Coastal Roots Farm in Encinitas. This regional event was a huge success! It expanded, celebrated and connected attendees to the good food movement across our communities. Formerly known as Let's Go Local! Produce Showcase! This annual Showcase has helped connect hundreds of institutional purchasers with dozens of local farms and other good food businesses. Over the years, the Showcase has evolved to include other good food exhibitors, such as bakers, meat purveyors, value-added products, and much more! Hence, the event was rebranded to "The Good Food Showcase" in order to represent all partners who are helping to sustain the good food movement across San Diego County and the Southern California region.

The cost implications are four hours of overtime for one employee and a substitute cafeteria worker to cover at the school site while employee attended this event.

RECOMMENDATION:

Approve/Ratify the attendance of Nutrition Services staff: Pamela Lambert, Paloma Perez, Ana Bush, Elmy Flores, and Izmael Sierra to the Good Food Showcase event at an estimated cost of \$278.00 from the Child Nutrition fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$278.00

(Amount)

Child Nutrition Fund 13

(Name of funding source and/or location)

1300-5310000-0000-3700-0002200-041-085

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

11A.2
Page 9 of 10

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: BEST BEHAVIOR: BUILDING POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS

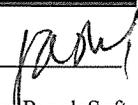
BACKGROUND INFORMATION:

The goal of this training is to guide school sites through the process of developing and sustaining a school-wide Positive Behavior Support system. In order to implement Response to Intervention (RtI) in the area of behavior, school sites must develop a system of universal screening, site wide teaching of positive behaviors and a mechanism to support staff in ongoing implementation.

RECOMMENDATION:

Approve the attendance and participation of Manuela Colom, Kelli Hay, Melissa Brown, Marlo Vasquez, Nadia Aviles, Gloria Mena, Lupita Garcia, Vikki Viramontes, Maria Rodriguez, Josefina Villegas, Alexander Gacuya, Arturo Preciado and Saul Gonzalez to the Best Behavior: Building Positive Behavioral Interventions and Supports training on March 8 and 9, 2017 in San Diego at a cost not to exceed \$1,170.00 from the supplemental and concentration fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition # from PeopleSoft:

Yes No

Yes No

\$1,170.00

(Amount)

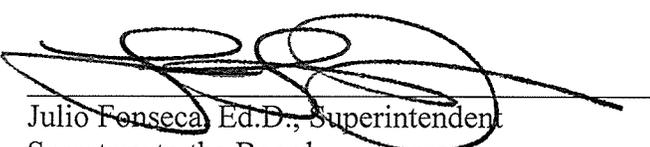
Supplemental & Concentration Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH XEROX MRC SMART TECHNOLOGY SOLUTIONS FOR COPIERS

BACKGROUND INFORMATION:

The current agreement with Xerox for the copiers located throughout the District has expired. During a routine review of the existing equipment, it was determined that the existing duplicating equipment has been in the District since 2011 and is long overdue to be replaced. MRC Smart Technology Solutions, a Xerox Company, will lease the new equipment at a fixed monthly fee for a five (5) year term saving the District approximately \$62,000.00 annually.

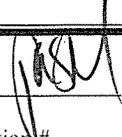
Xerox MRC will provide new copiers for all District facilities at fixed rates which include consumable supplies for all prints (*supplies, service calls, analyst support, staples and automatic toner shipments*):

	Quantity	New Equipment Monthly Lease Cost	Networked CPC
Xerox 5945i	15	\$2,341.65	\$0.0058
Xerox 5875i	10	\$2,599.99	\$0.0049
Xerox D95	9	\$3,427.87	\$0.0056
Total Monthly:		\$8,369.51	~\$5,000.00
Estimate Annual:		\$100,435.00	~\$170,000.00

RECOMMENDATIONS:

Approve the five (5) year agreement with MRC Smart Technology Solutions, a Xerox Company, for copiers/equipment and copy print charges at an estimated annual cost of \$270,435.00 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition#

Yes No

Yes No

ESTIMATED ANNUAL \$270,435.00 (Amount)
--

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

-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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



5657 COPLEY DRIVE
 SAN DIEGO, CA 92111
 P | 858.573.6300 F | 858.573.1962
 WWW.MRC360.COM

SERVICE AGREEMENT

CUSTOMER INFORMATION	COMPANY NAME San Ysidro School District			BILL TO ADDRESS Same		
	SHIP TO ADDRESS 4350 Otay Mesa Raod			BILL TO CITY Same		
	SHIP TO CITY San Ysidro	SHIP TO STATE CA	SHIP TO ZIP 92173	BILL TO CITY	BILL TO STATE	BILL TO ZIP
	PRIMARY CONTACT NAME Araceli Sanchez		PRIMARY CONTACT PHONE # 619.428.4476	AP CONTACT NAME Araceli Sanchez		AP CONTACT PHONE # 619.428.4476
	PRIMARY CONTACT EMAIL asanchez@sysd.k12.ca.us		PRIMARY CONTACT FAX #	AP CONTACT EMAIL asanchez@sysd.k12.ca.us		AP CONTACT FAX #
	CUSTOMER METER CONTACT NAME APP		CUSTOMER METER CONTACT PHONE #	AUTHORIZED SIGNER NAME – SAME AS SIGNATURE BLOCK BELOW J. Arturo Sanchez-Macias		AUTHORIZED SIGNER PHONE # 619.428.4476
	CUSTOMER METER CONTACT EMAIL		CUSTOMER METER CONTACT FAX #	AUTHORIZED SIGNER EMAIL arturo.macias@sysd.k12.ca.us		

RATE	BASE BILLING: <input type="checkbox"/> MONTHLY OR <input type="checkbox"/> QUARTERLY					
	OVERAGE BILLING: <input type="checkbox"/> MONTHLY OR <input type="checkbox"/> QUARTERLY					
	PRINTERS	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W
			COLOR			COLOR
	MONTHLY BASE					
	MFP'S	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W
		COLOR			COLOR	
MONTHLY BASE		-----		Varies, Schedule A		
SPECIAL BILLING INSTRUCTIONS Copier Agreement to include Staples, Service and Consumable Supplies. Attached Schedule A						
METER COLLECTION METHOD		<input checked="" type="checkbox"/> 360 APP	<input type="checkbox"/> EMAIL			
AGREEMENT TERM		<input checked="" type="checkbox"/> 60 MONTHS	OR	<input type="checkbox"/>	MONTHS	

AUTHORIZATION	CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE, PARTS, AND SUPPLIES, UNLESS OTHERWISE STATED HEREIN, FOR THE EQUIPMENT LISTED ON THE ATTACHED SCHEDULE A AND/OR B ("EQUIPMENT") IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH IS ATTACHED HERETO (TOGETHER, THIS "AGREEMENT"). PAPER, LABELS, TRANSPARENCIES, OR STAPLES ARE NOT INCLUDED. THE AGREEMENT TERM STARTS ON THE LATER OF THE DATE ON WHICH NEW EQUIPMENT IS INSTALLED BY MRC OR THE CUSTOMER SIGNATURE DATE BELOW. BY SIGNING, THE CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO OR VP OPERATIONS.					
	CUSTOMER COMPANY NAME San Ysidro School District			MRC Smart Technology Solutions, Inc.		
	CUSTOMER AUTHORIZED SIGNATURE			MRC AUTHORIZED SIGNATURE		
	PRINT NAME J. Arturo Sanchez-Macias			PRINT NAME		
	TITLE Deputy Superintendent			TITLE CFO / VP OPERATIONS		
	DATE			DATE		SALES REPRESENTATIVE

REV 12142016



**SCHEDULE A = NEWLY ACQUIRED MACHINES FROM MRC
San Ysidro School District**

Asset Id	School Site	Address	Replacement Model	Accessories	Serial Number	BW Start Meter	Lease Cost	CPC
	La Mirada Elementary	222 Avenida La Madrid	5875i	Staple Finisher			252.55	0.0049
	La Mirada Elementary	222 Avenida La Madrid	d95	Booklet Maker			391.60	0.0056
	Ocean View Hills	4919 Del Sol Blvd	5875i	Booklet Maker			277.38	0.0049
	Ocean View Hills	4919 Del Sol Blvd	5945i	Staple Finisher			156.11	0.0058
	Ocean View Hills	4919 Del Sol Blvd	5945i	Staple Finisher			156.11	0.0058
	Ocean View Hills	4919 Del Sol Blvd	5945i	Staple Finisher			156.11	0.0058
	Ocean View Hills	4919 Del Sol Blvd	5945i	Staple Finisher			156.11	0.0058
	San Ysidro District Location	4350 Otay Mesa Rd	5875i	Booklet Maker			277.39	0.0049
	San Ysidro District Location	4350 Otay Mesa Rd	5945i	Staple Finisher			156.11	0.0058
	San Ysidro District Location	4350 Otay Mesa Rd	5945i	Staple Finisher			156.11	0.0058
	San Ysidro District Location	4350 Otay Mesa Rd	5945i	Staple Finisher			156.11	0.0058
	San Ysidro District Location	4350 Otay Mesa Rd	5945i	Staple Finisher			156.11	0.0058
	San Ysidro District Location	4350 Otay Mesa Rd	5945i	Staple Finisher			156.11	0.0058
	San Ysidro Middle	4345 Otay Mesa Road	5875i	Staple Finisher			252.55	0.0049
	San Ysidro Middle	4345 Otay Mesa Road	5945i	Staple Finisher			156.11	0.0058
	San Ysidro Middle	4345 Otay Mesa Road	5945i	Staple Finisher			156.11	0.0058
	San Ysidro Middle	4345 Otay Mesa Road	d95	Booklet Maker			391.6	0.0056
	Smythe Elementary	1880 Smythe Ave	5875i	Staple Finisher			252.55	0.0049
	Smythe Elementary	1880 Smythe Ave	5875i	Booklet Maker			277.39	0.0049
	Smythe Elementary	1880 Smythe Ave	5945i	Staple Finisher			156.11	0.0058
	Smythe Elementary	1880 Smythe Ave	d95	Booklet Maker			391.60	0.0056
	sunset elementary	3825 Sunset Ln	5875i	Staple Finisher			252.55	0.0049
	sunset elementary	3825 Sunset Ln	5945i	Staple Finisher			156.11	0.0058
	sunset elementary	3825 Sunset Ln	5945i	Staple Finisher			156.11	0.0058
	sunset elementary	3825 Sunset Ln	d95	Booklet Maker			391.60	0.0056
	Vista Del Mar	4885 Del Sol Boulevard	5945i	Staple Finisher			156.11	0.0058
	Vista Del Mar	4885 Del Sol Boulevard	d95	Staple Finisher			359.42	0.0056
	Vista Del Mar	4885 Del Sol Boulevard	d95	Staple Finisher			359.42	0.0056
	Vista Del Mar	4885 Del Sol Boulevard	d95	Booklet Maker			391.60	0.0056
	Willow Elementary	226 Willow Rd	5875i	Staple Finisher			252.55	0.0049
	Willow Elementary	226 Willow Rd	5875i	Staple Finisher			252.55	0.0049
	Willow Elementary	226 Willow Rd	5875i	Staple Finisher			252.55	0.0049
	Willow Elementary	226 Willow Rd	d95	Staple Finisher			359.42	0.0056
	Willow Elementary	226 Willow Rd	d95	Booklet Maker			391.60	0.0056

DATE

CUSTOMER SIGNATURE



SCHEDULE B = PRE-EXISTING CUSTOMER MACHINES
San Ysidro School District

PRE-EXISTING CUSTOMER EQUIPMENT	ASSET ID	MODEL	SERIAL NUMBER	START METER		LOCATION	CPC	
				BW	CLR			
TOTAL METERS								

DATE

CUSTOMER SIGNATURE

Cost Per Copy Agreement



Lease Agreement #		Dealer Name:			
LESSEE INFORMATION					
Full Legal Name San Ysidro School District		DIA			
Billing Address 4350 Olay Masa Road		City San Ysidro	State CA	ZIP Code 92173	
Phone 619.428.4478	Contact Name Araceli Sanchez	Contact Email asanchez@sysd.k12.ca.us		Lessee PO# (Optional)	
EQUIPMENT					
Quantity	Model and Description	Quantity	Model and Description		
15	5945I				
10	5875I				
9	D95				
Equipment Location (If different from Billing Address)					
TERM AND PAYMENT		IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED
Initial Lease Term (in months): 60, plus the Interim Period, if any		B&W			
		Color			
Monthly Lease Payment: \$ 8369.51 plus applicable charges & taxes		Color Level 1			N/A
		Color Level 2			N/A
		Color Level 3			N/A
LESSEE ACCEPTANCE					
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.					
Authorized Signer X		Date		Federal Tax ID # (Required)	
Print Name J Arturo Sanchez-Macias		Title (Indicate President, Partner, Proprietor, etc.) Deputy Superintendent			
LESSOR ACCEPTANCE					
Accepted By: Xerox Financial Services LLC		Name and Title		Date	
TERMS & CONDITIONS					

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us," "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Commencement Date" means the date subsequent to the Inception Date when XFS funds the Dealer and/or other party for the Equipment. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(515) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Interim Period" means the period between the Inception Date and the Commencement Date. "Interim Payment" means one third of the Lease Payment multiplied by the number of days in the Interim Period, plus any applicable Excess Charges. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of \$425 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Interim Period, together with the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §542a-1-101 et seq.).

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment plus any applicable Interim Payment 30 days after the Commencement Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter. ~~whether or not XFS invoices you.~~ If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR

ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations under this Lease shall continue unabated.

5. End of Lease Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery of such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.

7. Meter Readings and Annual Adjustments. Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment. ~~At any time after 42 months from the Commencement Date and for each successive 12 month period thereafter during the Initial Lease Term and any 3 month extended Term, XFS may increase your Monthly Lease Payment and the Excess Charges by a maximum of ten percent (10%) of the then-current Monthly Lease Payment thereafter and you agree to pay such increased amounts.~~ N/A

8. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with

Handwritten notes:
 No
 Juan

supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY DEALER.

9. Equipment Ownership, Labeling and UCC Filing, if and to the extent a court deems this Lease to be a security interest under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refinancing or amendment to XFS's UCC financing statement against you becomes necessary.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations). YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOMPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit payments due under this Lease to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment.

12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to XFS. Its successors and/or assigns, as their interests may appear, and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNIGNS WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNIGNS. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES

FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION, TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN PARFIELD COUNTY, CA; (II) THAT IF XFS MAKES THE FOREGOING ELECTION, ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Lease.

16. Finance Lease and Lessee Waivers. The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2a-724-737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN PARFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.

San Diego County - California
John

John
John



**Addendum to Xerox Financial Services LLC
Cost Per Copy Agreement #010-0061328**

The following sections modify or replace the corresponding sections in the Agreement and are hereby incorporated therein. In the event of any conflict between the terms of the Agreement and the terms below, the terms below shall control.

Section 1. Definitions. The following language is hereby deleted: "Origination Fee" means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease.

Section 7. Meter Readings and Annual Adjustments. . Remove sentence, which reads: At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter during the Initial Lease Term and any 3 month extended Term, XFS may increase your Monthly Lease Payment and the Excess Charges by a maximum of fifteen percent (15 %) of the then-current Monthly Lease Payment therefor and you agree to pay such increased amounts.

Section 19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. Is modified to read: THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN SAN DIEGO COUNTY, CALIFORNIA OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

Customer Acceptance:
SAN YSIDRO SCHOOL DISTRICT
Authorized Signor: _____
Print Name: _____
Title: _____
Date: _____

Lessor Acceptance:
Xerox Financial Services
Accepted by: _____
Name: _____
Title: _____
Date: _____

* Signor for the Lease Agreement and the Addendum must be the same.



AMENDMENT TO FAIR MARKET VALUE LEASE AGREEMENT # _____.

This is an amendment, dated and effective as of _____, to that certain Fair Market Value Lease Agreement # _____ ("Lease") between San Ysidro School District and **Xerox Financial Services LLC**. All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Lease as follows:

Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the Lease effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease. If you terminate a Lease pursuant to this Section, unless the following would affect the validity and/or enforceability of this Lease, for a period of 360 days from the Termination Date, you will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the Equipment. The foregoing obligation shall survive termination of this Lease.

ACCEPTED AND ACKNOWLEDGED:

Lessee Name: _____
Authorized Signor: _____
Print Name: J Arturo Sanchez-Macias
Title: Deputy Superintendent
Date: 7

Xerox Financial Services
Accepted by: _____
Name: _____
Title: _____
Date: _____

* Signor for the Lease Agreement and this Amendment must be the same.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH XEROX MRC SMART TECHNOLOGY SOLUTIONS FOR PRINTERS

BACKGROUND INFORMATION:

The current service agreement with Xerox for the printers located throughout the District has expired. MRC Smart Technology Solutions, a Xerox Company, will service and provide consumables for all the printers located throughout the District. The services will be provided with a fixed monthly fee for a five (5) year term saving the District approximately \$15,060.00 annually.

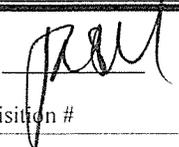
Services include consumable supplies for all prints (*supplies, service calls, analyst support, and automatic toner shipments*), *inventory & labeling of equipment*. If after inventory, the number of printers is less the rate will be adjusted. If the number of printers is more, the monthly rate will remain the same.

	Approximate Quantity	Monthly Fixed Rate Estimate
District owned printers	362	\$4,800.00

RECOMMENDATIONS:

Approve the five (5) year service agreement with MRC Smart Technology Solutions, a Xerox Company, for service to District owned printers at an annual cost of \$57,600.00 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

TBD
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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



5657 COPLEY DRIVE
 SAN DIEGO, CA 92111
 P | 858.573.6300 F | 858.573.1962
 WWW.MRC360.COM

SERVICE AGREEMENT

CUSTOMER INFORMATION	COMPANY NAME San Ysidro School District					
	SHIP TO ADDRESS 4350 Otay Mesa Raod			BILL TO ADDRESS Same		
	SHIP TO CITY San Ysidro	SHIP TO STATE CA	SHIP TO ZIP 92173	BILL TO CITY	BILL TO STATE	BILL TO ZIP
	PRIMARY CONTACT NAME Araceli Sanchez		PRIMARY CONTACT PHONE # 619.428.4476	AP CONTACT NAME Araceli Sanchez		AP CONTACT PHONE # 619.428.4476
	PRIMARY CONTACT EMAIL asanchez@sysd.k12.ca.us		PRIMARY CONTACT FAX #	AP CONTACT EMAIL asanchez@sysd.k12.ca.us		AP CONTACT FAX #
	CUSTOMER METER CONTACT NAME APP		CUSTOMER METER CONTACT PHONE #	AUTHORIZED SIGNER NAME - SAME AS SIGNATURE BLOCK BELOW J. Arturo Sanchez-Macias		AUTHORIZED SIGNER PHONE # 619.428.4476
	CUSTOMER METER CONTACT EMAIL		CUSTOMER METER CONTACT FAX #	AUTHORIZED SIGNER EMAIL arturo.macias@sysd.k12.ca.us		

RATE	BASE BILLING: <input type="checkbox"/> MONTHLY OR <input type="checkbox"/> QUARTERLY						
	OVERAGE BILLING: <input type="checkbox"/> MONTHLY OR <input type="checkbox"/> QUARTERLY						
	PRINTERS	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	FLAT
			COLOR			COLOR	
	MONTHLY BASE		4,800				
	MFP'S	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
COLOR				COLOR			
MONTHLY BASE							
SPECIAL BILLING INSTRUCTIONS 362 printers FLAT RATE/ No METERS. Cost may vary per walk-thru: \$12/bw \$20 Color to add or remove All consumables and service is included							
METER COLLECTION METHOD		<input checked="" type="checkbox"/> 360 APP <input type="checkbox"/> EMAIL					
AGREEMENT TERM		<input checked="" type="checkbox"/> 60 MONTHS OR <input type="checkbox"/> MONTHS					

AUTHORIZATION	CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE, PARTS, AND SUPPLIES, UNLESS OTHERWISE STATED HEREIN, FOR THE EQUIPMENT LISTED ON THE ATTACHED SCHEDULE A AND/OR B ("EQUIPMENT") IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH IS ATTACHED HERETO (TOGETHER, THIS "AGREEMENT"). PAPER, LABELS, TRANSPARENCIES, OR STAPLES ARE NOT INCLUDED. THE AGREEMENT TERM STARTS ON THE LATER OF THE DATE ON WHICH NEW EQUIPMENT IS INSTALLED BY MRC OR THE CUSTOMER SIGNATURE DATE BELOW. BY SIGNING, THE CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO OR VP OPERATIONS.		
	CUSTOMER COMPANY NAME San Ysidro School District		MRC AUTHORIZED SIGNATURE MRC Smart Technology Solutions, Inc.
	CUSTOMER AUTHORIZED SIGNATURE		MRC AUTHORIZED SIGNATURE
	PRINT NAME J. Arturo Sanchez-Macias		PRINT NAME
	TITLE Deputy Superintendent		TITLE CFO / VP OPERATIONS
	DATE	DATE	SALES REPRESENTATIVE

REV 12142016

Service Agreement Terms and Conditions

1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and MRC. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by MRC necessitated by normal use by the Customer, as listed on page one, of Newly Acquired Machines From MRC as listed on Schedule A, and Pre-Existing Customer Machines as listed on Schedule B (together the "Equipment"). Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must at all times conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen (15) minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Analyst Services/Network Support provided by MRC on new equipment purchased from MRC for the first 30 days from equipment install date. Analyst Services/Network Support for non-scanning printers beyond the initial 30 days is offered by MRC on a separate 360NetSync+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals and other security services are offered by MRC on a separate agreement. More information on Data Security and Network Support Services is available on our website www.mrc360.com.
2. Customer is required to notify MRC within one (1) week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For both additions and deletions of Equipment, Customer must print out and submit to MRC a configuration sheet generated from the Equipment showing the first or last meter count. The printer's Equipment ID# must be written on the configuration sheet along with the date printed if it is not printed as part of the configuration sheet. In the event a configuration sheet is not supplied to MRC before the next billing cycle, MRC will estimate the meter read based on the meter history of that Equipment. Configuration sheets may be emailed to MRC at meters@mrc360.com or faxed to 858-573-1962 with a proper cover sheet.
3. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels in order to detect the need to ship refills on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to meters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically and if Customer chooses not to install or maintain 360-App then a minimum \$25 fee will apply per billing cycle plus an additional \$2.50 per Equipment over ten pieces of Equipment.
4. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the non-breaching party shall have the option to terminate this Agreement immediately by written notice. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at \$7.98 per month or \$10.00 per order, whichever is less. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11".
5. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.
6. Each party (the "indemnitor") agrees to hold harmless, defend and indemnify the other party (the "indemnitee") from and against any liability, damage, loss, demand, claim or cause of action for personal injury or property damage (including reasonable attorneys' fees) due to or arising out of the acts or omissions of the indemnitor, its agents and employees arising from the performance of services under this Agreement. However, a party shall have no obligation to hold harmless, defend or indemnify a party seeking indemnity from or for liability arising from the willful misconduct, intentional or negligent acts or omissions of the party seeking indemnity. In no event shall either party be liable to the other for any special, incidental, indirect, consequential, or punitive damages in any way arising out of or relating to this Agreement, whether the Claim alleges tortious conduct (including negligence), or due to non-performance, any breach of this Agreement, or any act of its employees or agents. In any case, MRC's total liability shall not exceed the amount paid by the Customer in the past twelve months for MRC invoices pertaining to this Agreement. The provision of this paragraph shall survive any termination or expiration of this Agreement. Other than the obligations expressly set forth in this Agreement, MRC disclaims all warranties expressed or implied including, without limitation: warranties of non-infringement, warranties of merchantability, or, fitness for a particular purpose, all of which are specifically and unreservedly excluded.
7. This Agreement shall be governed in accordance with the laws of the State of California, and the parties submit to the jurisdiction of said state. Venue for any action between the parties shall lie in the District Court of San Diego. In the event either party shall bring any action to enforce or protect any of its rights against the other party, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith. No modification of this Agreement shall be binding unless in writing and signed by an authorized signer of the party against whom it is sought to be enforced. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall be construed as valid and enforceable. Customer agrees that any delay or failure of MRC to enforce its rights under this Agreement does not prevent MRC from enforcing any such right at a later time. This Agreement contains the entire agreement and understanding of the parties with respect to the maintenance services and Supplies provided hereunder, and any and all prior discussions, negotiations, commitments and understandings relating to such maintenance services or supplies are merged herein. There are no representations, inducements, promises or agreements, oral or otherwise, not embodied in this Agreement. There are no conditions precedent to the effectiveness of this Agreement and there are no related collateral agreements existing between the parties.

Customer Initials _____
REV 12142016

MRC Initials _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: COX CALIFORNIA TELCOM, LLC - ICB COMMERCIAL SERVICE AGREEMENT - AMENDMENT NO. 3

BACKGROUND INFORMATION:

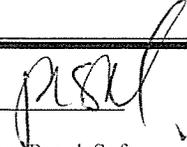
In 2014, Cox Communications was awarded Bid #14/15-337 for Wide Area Network Ethernet Circuit Upgrade and Internet for E-rate Funding. During school year 2015-16, the District's internet capacity required upgrading to accommodate the existing technology; therefore, the District entered into an ICB Commercial 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 also known as Contract Renewal No. 2 will extend the Term of the Agreement through June 30, 2018. In addition to the extended Term, the services as stated on page 1 of the Agreement are deleted and replaced with the services described on the attached Amendment No. 3. The amended monthly recurring charge is \$4,110.00.

RECOMMENDATION:

Approve Amendment No. 3 to the Cox California Telcom LLC, Commercial Service Agreement extending the term of the agreement and replacement of services at an estimated monthly cost of \$12,620.00 from the E-rate fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition # from PeopleSoft:

Yes No

Yes No

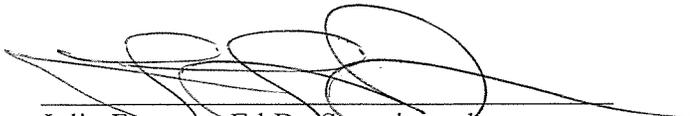
\$12,620.00
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

THIRD AMENDMENT TO COMMERCIAL SERVICE AGREEMENT

THIS THIRD AMENDMENT TO COMMERCIAL SERVICE AGREEMENT (“Amendment”) is made and entered into this ____ day of _____, 2017 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 second of the four (4) one-year renewal options at this time which shall extend the Term of the Agreement through June 30, 2018. Customer shall have two additional one-year renewal option that may be exercised at a later date.

2. The Services as stated on page 1 of the Agreement are deleted and replaced with the Services described below. The amended monthly recurring charge is \$4,110.00.

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	

3. 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.

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

COX

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

BID RESPONSE FORM - PRICING

Section I.

Wide Area Network Ethernet Circuits

Year one (1) Pricing

One (1) year contract price, with four (4) additional year voluntary renewals (Taxes are estimated at 3.23% and not included in pricing below.)

Site	100Mbps Monthly Cost	200Mbps Monthly Cost	500Mbps Monthly Cost	1Gbps Monthly Cost	2Gbps Monthly Cost	4Gbps Monthly Cost	Installation Cost
Location 2	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030	\$0
Location 3	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030	\$0
Location 4	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030	\$0
Location 5	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030	\$0
Location 6	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030	\$0
Location 7	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030	\$0
Location 8	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030	\$0
Location 9	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030	\$0
Future * Locations	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030	\$0

* Pricing for future locations assumes future location address listed in RFP.

Wide Area Network Ethernet Circuits
 Year Two (2) Pricing

One (1) year contract price, with four (4) additional year voluntary renewals (Taxes are estimated at 3.23% and not included in pricing below.)

Site	100Mbps Monthly Cost	200Mbps Monthly Cost	500Mbps Monthly Cost	1Gbps Monthly Cost	2Gbps Monthly Cost	4Gbps Monthly Cost
Location 2	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 3	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 4	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 5	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 6	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 7	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 8	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 9	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Future * Locations	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030

* Pricing for future locations assumes future location address listed in RFP.

Wide Area Network Ethernet Circuits
 Year Three (3) Pricing

One (1) year contract price, with four (4) additional year voluntary renewals (Taxes are estimated at 3.23% and not not included in pricing below.)

Site	100Mbps Monthly Cost	200Mbps Monthly Cost	500Mbps Monthly Cost	1Gbps Monthly Cost	2Gbps Monthly Cost	4Gbps Monthly Cost
Location 2	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 3	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 4	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 5	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 6	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 7	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 8	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 9	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Future * Locations	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030

* Pricing for future locations assumes future location address listed in RFP.

Wide Area Network Ethernet Circuits
 Year Four (4) Pricing

One (1) year contract price, with four (4) additional year voluntary renewals (Taxes are estimated at 3.23% and not included in pricing below.)

Site	100Mbps Monthly Cost	200Mbps Monthly Cost	500Mbps Monthly Cost	1Gbps Monthly Cost	2Gbps Monthly Cost	4Gbps Monthly Cost
Location 2	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 3	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 4	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 5	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 6	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 7	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 8	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 9	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Future * Locations	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030

* Pricing for future locations assumes future location address listed in RFP.

Wide Area Network Ethernet Circuits

Year Five (5) Pricing (Taxes are estimated at 3.23% and not included in pricing below.)

Site	100Mbps Monthly Cost	200Mbps Monthly Cost	500Mbps Monthly Cost	1Gbps Monthly Cost	2Gbps Monthly Cost	4Gbps Monthly Cost
Location 2	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 3	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 4	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 5	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 6	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 7	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 8	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Location 9	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030
Future * Locations	\$520	\$610	\$770	\$1,040	\$2,370	\$3,030

* Pricing for future locations assumes future location address listed in RFP.

Section II.

Internet Access

Internet Bandwidth Pricing

One (1) year contract price, with four (4) additional year voluntary renewals

Year	Site	200Mbps Monthly Cost	500Mbps Monthly Cost	1Gbps Monthly Cost	Installation Cost
1	Location 9	\$2,200	\$3,200	\$4,200	\$0
2	Location 9	\$2,200	\$3,200	\$4,200	
3	Location 9	\$2,200	\$3,200	\$4,200	
4	Location 9	\$2,200	\$3,200	\$4,200	
5	Location 9	\$2,200	\$3,200	\$4,200	

There are no taxes for Internet service.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 23, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: LEGAL SERVICES AGREEMENT WITH SHEPPARD MULLIN

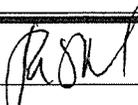
BACKGROUND INFORMATION:

Administration is recommending to retain Sheppard Mullin for specialized and limited legal services on an "as needed" basis. Hourly Professional Rates as identified on the agreement. (*Agreement under separate cover.*)

RECOMMENDATION:

Approve/Ratify to retain the law firm of Sheppard Mullin for specialized and limited legal services as needed.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

February 21, 2017

File Number:

VIA ELECTRONIC MAIL ONLY

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Bill Trejo, General Counsel

Re: Engagement of Sheppard, Mullin, Richter & Hampton LLP

Dear Mr. Trejo:

The purpose of this letter is to confirm our engagement by the San Ysidro School District (the "District") to represent the District as special counsel concerning labor and employment matters (the "Matter"). We may represent the District on other legal matters to be discussed and authorized by you in advance as needed. We appreciate your confidence and thank you for selecting us as counsel.

1. Scope of Representation. Except as we may agree otherwise in writing, we will be representing only the District and will not be representing any parent, subsidiary or other affiliated entity nor any shareholder, partner, member, director, officer, employee, agent or insurer of the District. Except as we may otherwise agree, the terms of this letter apply to other engagements for the District that we may undertake.

2. Fees and Charges. Our fees are based on hours charged at scheduled rates that are periodically adjusted, generally as of the beginning of a calendar year. The hourly rates at this time are \$710 for me and \$670 for Lisa Harris. Our scheduled hourly rates for other attorneys range from \$355 to \$710. In consideration of our engagement and commitment to our relationship with the District, the hourly rates for attorneys including for me and Lisa Harris will be subject to a 10% discount. In addition to fees, our statements include our actual costs (except as set forth in Attachment A) for fees of governmental agencies and disbursements and/or charges for third parties, the current schedule for which is set forth on Attachment A and which also is adjusted from time to time (collectively "Charges"). Our standard practice is to have certain charges for outside retained services invoiced to you directly.

Statements are submitted monthly and are due and payable upon receipt. You agree to notify us promptly in writing if you dispute any entry for legal services or charges on any statement. In the absence of any written objection thereto within thirty (30) days of your receipt of an invoice, you will be deemed to have accepted and acknowledged the invoice as correct through the period covered by the invoice. Please understand that it is our policy to stop work on all matters

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Mr. Bill Trejo
San Ysidro School District
February 21, 2017
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we are handling for a client if any amount invoiced to such client is sixty (60) days or more past due. Also, interest is charged at 10% per annum from date of statement for amounts outstanding more than sixty (60) days.

Unless we otherwise expressly agree in writing, any estimates we may provide from time to time and any deposits, retainers, or advances against costs we may require are not a limitation on our fees and other charges. In addition, if as a result of our engagement we are required to produce documents or appear as witnesses in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving the District or related persons, the District is responsible for costs and expenses reasonably incurred by us (including professional and staff time at then scheduled hourly rates and reasonable attorneys' fees and costs incurred by us). Similarly in the event that the District should request that it be given its files or that they be transferred to some other firm, the District agrees that we may retain a copy of those files and District agrees to pay for the costs of such copying. These provisions shall survive any termination of our representation of the District.

Our fees with respect to the contemplated transaction incurred through its consummation or termination (to the extent not previously paid in accordance with the foregoing) shall be due and payable upon the consummation or termination of the transaction.

3. Fee Deposits. We have agreed to undertake this engagement without requiring an advance deposit (a "Fee Deposit") for legal fees and/or Charges. However, we reserve the right in the future (i) to require that you deposit with us a Fee Deposit in such amount as we shall then request and (ii) from time to time thereafter to require that the amount of the Fee Deposit be increased. You hereby grant us a security interest in any and all Fee Deposits made pursuant to this engagement letter to secure payment to us of any future Fees and Charges. Should we request the same, the initial Fee Deposit and any increase in the Fee Deposit must be paid within fifteen (15) days of our written request. The amounts we may request be deposited as a Fee Deposit will not represent our estimate of the total fees and Charges to be incurred in the course of this engagement or for any time period of our engagement. The Fee Deposit will be applied to our final invoice, or at our option, if you are delinquent in the payment of any invoice, we may apply some or all of the Fee Deposit to the payment of such invoice. In such event, you agree that, within ten (10) days of our notice to you, you will deposit with us the amount so applied in order to restore the Fee Deposit to its amount prior to such application.

4. Conflicts with Other Clients. Sheppard, Mullin, Richter & Hampton LLP has many attorneys and multiple offices. We may currently or in the future represent one or more other clients (including current, former, and future clients) in matters involving the District. We undertake this engagement on the condition that we may represent another client in a matter in which we do not represent the District, even if the interests of the other client are adverse to the District (including appearance on behalf of another client adverse to the District in litigation or arbitration) and can also, if necessary, examine or cross-examine District personnel on behalf of that other client in such proceedings or in other proceedings to which the District is not a party *provided* the other matter is not substantially related to our representation of the District and in the course of representing the District we have not obtained confidential information of the

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District material to representation of the other client. By consenting to this arrangement, the District is waiving our obligation of loyalty to it so long as we maintain confidentiality and adhere to the foregoing limitations. We seek this consent to allow our Firm to meet the needs of existing and future clients, to remain available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel with the matter. Finally, we may have occasion to seek legal advice about our own rights and responsibilities regarding our engagement by the District. We may seek such advice from attorneys in our internal Office of the General Counsel who do not do work for the District or from outside attorneys at our own expense. You agree that any such communications and advice are protected by our own attorney-client privilege and neither the fact of any communication nor their substance is subject to disclosure to you. To the extent that we are addressing our own rights and responsibilities, a conflict of interest might be deemed to exist between us and the District, particularly if a dispute should arise between us. The District hereby consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that would otherwise disqualify us from continuing to represent the District or from acting in our own behalf, even if doing so might be deemed adverse to the interests of the District.

Without limiting the foregoing, we note that our firm represents various developer clients, including but not limited to ColRich, and Pardee Homes, in land use, real estate and finance matters. We may currently, or in the future be asked to, represent these developer clients in matters involving the District. By signing below, the District waives any conflict arising from our representation of developer clients, and agrees to our continued representation of developer clients in matters adverse to or involving the District, including any litigation or other dispute resolution proceedings between them. Accordingly, our representation of the District in the Matter will in no way impair our ability to represent other developer clients in matters adverse to or involving the District.

5. Termination of Representation. You have the right to terminate our representation of the District at any time. Subject to our ethical obligation to give you reasonable notice to arrange for alternate representation, we may terminate our representation of the District at any time. Unless we agree to render other legal services to the District, our representation will terminate upon completion of the Matter. That will be the case whether or not, as is not uncommon, we are designated to receive copies or courtesy copies of notices under one or more transaction documents.

6. Disclosures and Public Announcements. We will be permitted to disclose to third parties the fact that we represented the District in transactions we complete on its behalf, and to describe in general terms our role, the services we performed, and the nature of the transaction. These disclosures may be made to current or prospective clients or to others, and may consist of announcements and advertisements placed at our own expense in legal, business, financial and other periodicals and publications.

7. Our Document Retention. It is our policy and practice to destroy our files ten (10) years after the file is first closed unless the client requests a shorter or longer retention period in

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San Ysidro School District
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writing. Files are generally closed at the conclusion of a lawsuit or completion of a transaction. In addition, you agree that our work product including our internal emails, internal drafts, notes and mental impressions belong to us as lawyers and are not part of your client file.

8. Arbitration, Choice of Law and Forum. Arbitration has the potential to provide a more timely, more economic and more confidential resolution of any dispute between us. Any dispute between us concerning our fees or charges shall, if you so elect, be submitted to arbitration under the rules of the State Bar of California ("the Rules"), and shall be binding if (i) each of us so agrees after any such dispute arises, or (ii) such arbitration becomes binding under the Rules. Any dispute between us concerning our fees or charges not so submitted to binding arbitration under the Rules, or that remains unresolved after non-binding arbitration under the Rules and any other dispute between or among the District and us or any of our attorneys and agents, including but not limited to claims of malpractice, errors or omissions, the scope or applicability of this agreement to arbitrate or any other claim of any kind regardless of the facts or the legal theories, shall be finally settled by mandatory binding arbitration in San Diego with each party to bear its own costs and attorneys' fees and disbursements. The Arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, except that notwithstanding anything to the contrary in the JAMS rules, full discovery shall be permitted as allowed by California Code of Civil Procedure section 1283.05. The arbitration shall commence when any party serves a demand for arbitration on the other party. Any arbitration hereunder, and all submissions, testimony, transcripts, evidence, etc., related to such arbitration, shall be kept confidential by all parties. Such arbitration shall be conducted before a single arbitrator, except in matters involving a dispute greater than One Million Dollars (\$1,000,000), which shall be conducted before a three-arbitrator panel. The Arbitrator(s) shall be appointed according to the JAMS rules. All arbitrators shall serve as neutral, independent and impartial arbitrators and must act in conformity with the rules of evidence and law. Judgment on a binding arbitration award may be entered in any court of competent jurisdiction. *We mutually acknowledge that, by this agreement to arbitrate, each of us irrevocably waives our rights to court or jury trial. The District has the right to consult separate legal counsel at any time as to any matter, including whether to enter into this engagement letter and consent to the foregoing agreement to arbitrate.* The District agrees that this agreement will be governed by the laws of California without regard to its conflict rules provided that nothing herein shall limit the full applicability of the Federal Arbitration Act. The foregoing arbitration provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Subject in all cases to the arbitration provision set forth herein, the District agrees that (i) with regard to the courts, exclusive jurisdiction and exclusive venue for any dispute between us shall lie solely with the California Superior Court for the county named above as the site for arbitration and the corresponding U.S. District Court and (ii) consents to service of process pursuant to the applicable California state statutes and federal rules.

If sent via e-mail:

If the foregoing is an acceptable basis for our engagement as counsel, I would appreciate it if you would print out and sign a copy of this letter on behalf of the District, return the copy to me by e-mail, and mail an originally signed copy to us. If you have any questions or concerns,

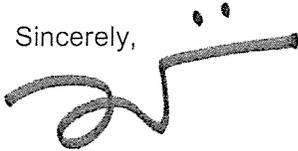
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please call. You have the right to seek the advice of an independent counsel of your choice before signing this letter and to be given a reasonable opportunity to seek that advice.

Once again, thank you for selecting us to represent the District.

Sincerely,



Alfred Fraijo Jr.
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:481257546.3

Enclosure

cc: Lisa Harris

The undersigned has read and understood this engagement letter and agrees that it correctly sets forth the terms upon which Sheppard, Mullin, Richter & Hampton LLP has been engaged by the undersigned in connection with the representation described herein and has waived any conflict of interest on the part of this Firm arising out of the representation described above.

San Ysidro School District

By: _____

Its: _____

ATTACHMENT A

ADMINISTRATIVE CHARGE TABLE

(As of January 1, 2017)

For your information, the following is a current list of the various costs that are charged to clients.

<u>Category</u>	<u>Charge</u>
Delivery (DHL, Federal Express, messenger etc.)	Invoiced cost; not reduced by any volume discounts.
Document imaging (Scanning, OCR, Coding)	Invoiced cost.
Duplicating	\$0.25 per page; color copies \$0.75.
Lexis/ Westlaw Legal research	Ten Percent (10%) off of Vendor Standard Rates.
Postage	Actual cost of mailings over \$5.00 per day.
Telephone	
Local calls	No charge
Long distance calls within U.S. and Canada	\$0.10 to \$0.15 per minute
Other international calls	Firm's estimated cost
Travel	Actual Cost.